



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Australian Financial Security Authority

(AG2024/604)

AUSTRALIAN FINANCIAL SECURITY AUTHORITY ENTERPRISE AGREEMENT 2024-2027

Commonwealth employment

COMMISSIONER PLATT

ADELAIDE, 27 MARCH 2024

Application for approval of the Australian Financial Security Authority Enterprise Agreement 2024-2027

[1] An application has been made for approval of an enterprise agreement known as the *Australian Financial Security Authority Enterprise Agreement 2024-2027* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the Australian Financial Security Authority (the Applicant). The agreement is a single enterprise agreement. An additional application has also been made under s.218A of the Act to vary the Agreement in order to correct a number of obvious errors.

[2] The matter was allocated to my Chambers on 13 March 2024. This decision deals with both applications.

[3] With respect to the s.218 application, the Applicant has provided a list of errors by way of a Form F1 dated 6 March 2024, which the Applicant submits are typographical in nature. The Applicant has also provided a revised Agreement which consolidates the variations.

[4] A copy of the changes have been provided to the Bargaining Representatives and CPSU. There has been no objection received.

[5] Having reviewed the list of typographical errors, it is apparent in my view that such errors would fall within the scope of s. 218A(1). Accordingly, the revised Agreement is attached to this decision.

[6] The variations will operate from the date on which the Agreement commences operation. I now turn to the s.185 application.

[7] On 14 March 2024, I conducted a telephone conference with the parties to seek clarification about aspects of the Agreement and invited the Applicant to address these matters including through the provision of an undertaking.

[8] The Agreement contains a number of changes which when considered in isolation, are less advantageous than the Award. These include increased ordinary hours, an expanded spread of hours and some penalty rates. I note that the Agreement also confers benefits of universal application including paid leave between Christmas and New Year and increased Superannuation Contributions. I have not considered additional benefits which were conditional in their application and/or difficult to quantify in monetary terms. I find that the universal improvements offset the disadvantages referred to.

[9] The Applicant has submitted an undertaking in the required form dated 20 March 2024, a copy of which is attached to this Agreement. The undertaking deals with the following topics:

- The requirement to prescribe the agreed part time hours of working including the days of the week and start and finish times so as to determine when overtime is payable has been inserted, consistent with the *Australian Public Service Enterprise Award 2015*.
- A Part-time minimum engagement has been inserted, consistent with the *Australian Public Service Enterprise Award 2015*.
- For BOOT issues relating to Higher Duties (for APS1 employees), the Applicant has implemented a reconciliation process in line with *Shop, Distributive and Allied Association v Beechworth Bakery Employee Co Pty Ltd T/A Beechworth Bakery*.ⁱ

[10] A copy of the undertaking has been provided to the bargaining representatives and I have sought their views in accordance with s.190(4) of the Act. The bargaining representatives did not express any view on the undertaking.

[11] The undertaking appears to meet the requirements of s.190(3) of the Act and I have accepted it. As a result, the undertakings are taken to be a term of the Agreement.

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

[13] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

[14] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the date of approval of the Agreement. The nominal expiry date is 28 February 2027.



COMMISSIONER

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<AE523963 PR772757>

ⁱ [2017] FWCFB 1664.

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

AFSA ENTERPRISE AGREEMENT

2024–27



Australian Government

Australian Financial Security Authority

Formal acceptance of Agreement and Signatories

The Australian Financial Security Authority Enterprise Agreement 2024 - 2027 is made and approved under Section 172 of the *Fair Work Act 2009*.

Employer

Signed for and on behalf of the Commonwealth of Australia

A handwritten signature in blue ink, appearing to read 'T. Beresford'.

Tim Beresford

Chief Executive

Australian Financial Security Authority

Level 5 East, 4 National Circuit, Barton, ACT 2600

Bargaining Representative

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

A handwritten signature in blue ink, appearing to read 'M. Payne'.

Melissa Payne

Deputy National President, National Secretariat

Community and Public Sector Union

54-58 Foveaux Street, Surry Hills, NSW, 2010

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Definitions and Acronyms

AFSA	The Australian Financial Security Authority.
Agreement	The <i>Australian Financial Security Authority Enterprise Agreement 2024-2027</i> .
APS	The Australian Public Service.
APS agency	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	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.
Australian Defence Force Cadets	The Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
Bandwidth	The span of hours during which an employee can perform ordinary hours.
Broadband	The allocation of more than one approved classification by the Chief Executive to a group of duties involving work value applying to more than one classification under sub-rule 9(4) of the <i>Public Service Classification Rules 2000</i> . A broadband encompasses the full range of work value of the classifications contained within it.
Casual employee (irregular or intermittent employee)	An employee engaged under section 22(2)(c) of the PS Act who is: <ol style="list-style-type: none"> a casual employee as defined by the FW Act; and works on an irregular or intermittent basis.
Chief Executive	The person performing the duties of the office of Chief Executive of AFSA, appointed in accordance with Part 9 of the PS Act.
Child	A biological child, adopted child, foster child, stepchild, or ward.
Classification or classification level	Classification or classification level means the approved classifications as set out in rule 5 of the <i>Public Service Classification Rules 2000</i> .
De facto partner	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	Someone to whom a power or function has been delegated.
Dependant	The employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto 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.
EAP	Employee Assistance Program
EL	Executive Level.
Employee	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	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.
Family	In relation to an employee, means: <ol style="list-style-type: none"> a spouse, former spouse, de facto partner or former de facto partner of the employee; a child, parent, grandparent, grandchild, or sibling of the employee; a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee; a member of the employee's household; or

	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.
Family and domestic violence	Has the same meaning as in Section 106B (2) of the FW Act.
Flex Credit	An accumulation of flex time worked in excess of ordinary hours.
Flex Debit	A deficit of flex time when time worked is less than ordinary hours.
Full-time employee	An employee employed to work an average of 37 hours and 30 minutes per week in accordance with this Agreement.
FW Act	The <i>Fair Work Act 2009</i> as amended from time to time.
Immediate family	For the purposes of the clauses on the Employee Assistance Program, immediate family means: <ul style="list-style-type: none"> a. a spouse, former spouse, de facto partner, former de facto partner, child, parent, grandparent, grandchild or sibling of employee; and b. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
Manager	An employee's direct manager who is usually the person to whom an employee reports to on a day-to-day basis for work related matters, and may include a person referred to as a supervisor.
ML Act	The <i>Maternity Leave (Commonwealth Employees) Act 1973</i> as amended from time to time and any successor legislation.
NES	National Employment Standards at Part 2-2 of the FW Act.
Non-ongoing employee	Means an employee engaged for a specified term or for the duration of a specific task in accordance with section 22(2)(b) of the PS Act, consistent with the FW Act.
Ongoing employee	Means an employee engaged under section 22(2)(a) of the PS Act.
Operational requirements	Ensuring a sufficient number of skilled staff are available during business hours to provide: <ul style="list-style-type: none"> • optimal delivery of service to clients; • efficient performance of the work on hand; and • the achievement of performance standards.
Ordinary hours, duty or work	An employee's usual hours worked in accordance with this Agreement and does not include additional hours.
Parliamentary service	Employment under the <i>Parliamentary Service Act 1999</i> .
Partner	Means a spouse (including a former spouse) or de facto partner (including a former de facto partner).
Part-time employee	An employee employed to work less than an average of 37 hours and 30 minutes per week in accordance with this Agreement.
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 <i>Public Service Act 1999</i> as amended from time to time.
Relevant employee	Means an affected employee.
Salary	An employee's rate of pay in accordance with the base salary rates at Attachment 1. This rate of pay will be salary for all purposes, including superannuation (subject to relevant superannuation scheme rules), severance and termination. Participation in salary sacrifice arrangements or purchased leave options will not affect salary for these purposes.

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.
Shift Worker	An employee at APS Level 1-6 who is rostered to regularly perform ordinary hours of duty outside the period of 7.00 am to 7.00 pm Monday to Friday, or on Saturdays, Sundays, or Public Holidays for an ongoing or fixed period.
TOIL	Time off in Lieu

Part A | Scope and Operation

1. Parties to the Agreement

1.1 This Agreement covers:

- a. the Chief Executive, for and on behalf of the Commonwealth of Australia as the employer;
- b. all employees in AFSA employed under the PS Act other than Senior Executive Service employees or equivalent; and
- c. subject to notice being given in accordance with section 183 of the FW Act, and the following employee organisation which was a bargaining representative for this Agreement:
 - Community and Public Sector Union (CPSU).

2. Operation and Duration

2.1 This Agreement will commence operation seven days after approval by the Fair Work Commission.

2.2 This Agreement will nominally expire on 28 February 2027.

3. NES precedence

3.1 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 AFSA in any respect when compared with the NES.

4. Human Resource Delegations and Policies

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

Closed comprehensive agreement

4.2 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.

4.3 This Agreement will be supported by policies and guidelines, as implemented, and varied from time to time.

4.4 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.

4.5 Further information is available in the AFSA HR Delegations and HR Policy Framework.

5. Individual Flexibility Arrangements

5.1 AFSA 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:
 - arrangements about when work is performed;
 - overtime rates;
 - penalty rates;
 - allowances;
 - remuneration;
 - leave and leave loading; and
- b. the arrangement meets the genuine needs of AFSA and the employee in relation to one or more of the matters mentioned in clause 5.1(a); and
- c. the arrangement is genuinely agreed to by AFSA and the employee.

- 5.2 AFSA must ensure 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.
- 5.3 AFSA must ensure that the individual flexibility arrangement:
- a. is in writing;
 - b. includes the name of AFSA and the employee;
 - c. is signed by AFSA and the 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:
 - the terms of the Agreement that will be varied by the arrangement;
 - how the arrangement will vary the effect of the terms;
 - 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
 - e. states the day on which the arrangement commences.
- 5.4 AFSA must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 5.5 AFSA or the 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 AFSA and employee agree in writing – at any time.
- 5.6 AFSA and the employee are to review the individual flexibility arrangement at least every 12 months.

Part B | Employee Support and Workplace Culture

6. Integrity in the APS

- 6.1 AFSA 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 AFSA decisions.
- 6.2 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.
- 6.3 Employees can, during their ordinary work 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 AFSA; and
 - b. attend AFSA mandated training about integrity.

7. Respect at Work

Principles

- 7.1 AFSA values a safe, respectful, and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. AFSA recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
- 7.2 AFSA 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

- 7.3 AFSA will consult with employees and their union in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

8. Employee Assistance Program

- 8.1 Employees and their immediate family 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 AFSA and will be accessible on paid time.

9. First Nations Cultural Competency Training

- 9.1 AFSA will take reasonable steps to ensure all substantive, ongoing EL2 employees employed at the commencement of this Agreement or any new substantive, ongoing EL2 employees who commence within the first 6 months of this Agreement, will complete relevant First Nations cultural competency training within 12 months of the commencement of the Agreement.
- 9.2 Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of this Agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

10. Family and Domestic Violence Support

- 10.1 AFSA will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
- 10.2 AFSA recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
- 10.3 Family and domestic violence support provisions, including paid leave, are available to all employees covered by this Agreement.

- 10.4 An employee experiencing family and domestic violence 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 (including a household 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 (including a household 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.
- 10.5 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 for service for all purposes.
- 10.6 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.
- 10.7 These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
- 10.8 Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.
- 10.9 Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
- 10.10 Evidence may be requested to support AFSA 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 AFSA will require, unless the employee chooses to provide another form of evidence.
- 10.11 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.
- 10.12 AFSA will take all reasonable measures to treat information relating to family and domestic violence confidentially. AFSA will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps AFSA may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- 10.13 Where AFSA needs to disclose confidential information for purposes identified in clause 10.12, where it is possible AFSA will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
- 10.14 AFSA 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 employer, unless otherwise required by legislation.
- 10.15 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.
- 10.16 AFSA 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.

- 10.17 Further information about leave and other support available to employees affected by family and domestic violence may be found in the AFSA Family and Domestic Violence Support Policy.

11. Blood Donation

- 11.1 An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. It includes reasonable travel time and AFSA will consider employees on duty.
- 11.2 The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

12. Vaccinations

- 12.1 AFSA will offer annual influenza vaccinations at no cost to all employees.
- 12.2 Where AFSA requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

13. Lactation and Breastfeeding Support

- 13.1 Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
- 13.2 AFSA will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 13.3. In considering whether a space is appropriate, AFSA should consider whether:
- a. there is access to refrigeration;
 - b. the space is lockable;
 - c. there are facilities needed for expressing, such as appropriate seating.
- 13.3 Where it is not practicable for an AFSA site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
- 13.4 AFSA will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- 13.5 The manager and employee shall discuss any flexible work 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 change over time.

14. Disaster Support

- 14.1 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 Chief Executive (or Delegate) will consider flexible working arrangements to assist the employee to perform their work.
- 14.2 Where flexible working arrangements are not appropriate, the Chief Executive (or Delegate) 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.
- 14.3 In considering what period of leave is appropriate, the Chief Executive (or Delegate) will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth authorities.

Part C | Performance and Capability Development

15. Workloads

- 15.1 AFSA 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.
- 15.2 When determining workloads for an employee or group of employees, AFSA will consider the need for employees to strike a balance between their work and personal life.
- 15.3 Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, AFSA 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.

16. Performance Framework

- 16.1 AFSA is seeking to drive a high-performance culture where successful outcomes are realised through both achievements and demonstrating appropriate behaviours. Employees and managers are encouraged to have regular conversations about expectations for delivery and the behaviours expected to deliver successfully, as well as have regular feedback conversations on how those expectations are being met.
- 16.2 All employees and managers will participate in the AFSA Performance Framework.
- 16.3 The AFSA Performance Framework will assist employees and managers to achieve outcomes through regular conversations and collaboration that:
 - delivers AFSA operational and strategic objectives;
 - supports employees to develop and maintain the capabilities and behaviours they need for their current role as well as advancing their career;
 - provides for regular, constructive feedback; and
 - shares responsibility for performance achievement and capability development with their manager and AFSA.
- 16.4 All employees will have an individual performance and development plan. Achievement of outcomes will be supported by open and genuine two-way feedback conversations (both formal and informal) between employees and managers during the year.

17. Capability Development

- 17.1 AFSA is committed to ensuring all employees have access to and are provided with a range of appropriate and tailored opportunities for their specific learning and development, so employees have the capabilities needed for their current role and future AFSA and APS career. It is expected that:
 - a. employees and managers will work together to identify capability development needs and how to address them;
 - b. employees will have access to reasonable time and opportunity, ideally within ordinary working hours, to meet agreed needs identified in their performance and development plan; and
 - c. where practicable, managers will provide employees access to appropriate training and/or development activities and support prior to new work being undertaken.
- 17.2 Further information is available in the Performance and Development Policy.

Continuing professional development

- 17.3 AFSA is committed to maintaining the professional standards of employees. The Chief Executive (or Delegate) may approve or require employees to attend structured continuing professional development activities that address, enhance or maintain the learning and development needs of the employee and benefits AFSA's business needs.
- 17.4 In instances where AFSA requires an employee to attend professional development activities, costs will be paid by AFSA.

- 17.5 When an employee requests in writing to attend professional development activities, all or part of the costs of attending may be paid by AFSA with Chief Executive (or Delegate) approval.

Studies assistance

- 17.6 AFSA is committed to supporting employees to develop for their future in AFSA and the APS.
- 17.7 AFSA will provide access to studies assistance for external study to eligible employees, through the AFSA Studies Assistance Program.
- 17.8 Employees may, subject to Chief Executive (or Delegate) approval, access the amounts (stated below) of financial assistance or paid study leave, or both, to undertake accredited study relevant to their role, career development goals and/or AFSA and APS priorities:
- up to \$5,000 per calendar year for approved course fees, normally on a reimbursement basis.
 - paid study leave of up to 75 hours per calendar year (pro-rata for part-time employees).
- 17.9 Further information is available in the Performance and Development Policy and associated Studies Assistance Program guidelines.

Professional membership fees

- 17.10 Employees will have professional memberships and/or accreditation fees paid where the Chief Executive (or Delegate) determines they are an essential requirement of the employee's role.

Annual licence or professional practising certificate fees

- 17.11 Employees will be reimbursed for the payment of annual licence or professional practising certificate fees where the Chief Executive (or Delegate) determines it is an essential requirement of the employee's role and for them to perform their duties.

18. Recognising Achievement

- 18.1 To facilitate ways of recognising the achievements of employees and teams, AFSA will maintain an Employee Reward and Recognition program.

19. Addressing Performance Concerns

- 19.1 The AFSA Performance Framework adopts a no surprises approach to raising and addressing concerns about an employee's work performance or behaviour.
- 19.2 If a manager forms the view that an employee's work performance or behaviour is at risk of falling, or has fallen, below expectations, the manager should discuss these concerns with the employee promptly and fairly at any point during the performance framework cycle.
- 19.3 If an employee is not performing or behaving consistently at the required standard, in the first instance, they will be supported to improve and maintain their performance.
- 19.4 AFSA will support the management of employees who are not performing to required standards in accordance with the following principles:
- applying natural justice principles and giving employees an opportunity to respond to concerns about their performance or behaviours in the workplace;
 - applying transparent processes to ensure procedural fairness;
 - maintaining open, honest and two-way communication at all times; and
 - taking individual circumstances into account, including relevant health issues.
- 19.5 At any stage during the management of underperformance an employee or manager may choose to be accompanied by a support person of their choice. Where either person chooses to be accompanied in a meeting, they will ensure the other party is informed of this decision within a reasonable time prior to that meeting.
- 19.6 Further information is available in the Performance and Development Policy.

Part D | Remuneration and Classification

20. Work Level Standards

- 20.1 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.
- 20.2 AFSA will maintain the APS classification structure outlined at Attachment 1.

21. Salary Increase

- 21.1 Salary rates will be as set out in Attachment 1 – Base salaries to this Agreement.
- 21.2 The base salary rates in Attachment 1 – Base salaries 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).
- 21.3 In recognition of a common alignment date of the first full pay period on or after 1 March each year, the payments in Attachment 1 – Base salaries were calculated based on base salary rates as at 31 August 2023.

22. Payment of Salary

- 22.1 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:

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

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.

- 22.2 The Chief Executive (or Delegate) may approve, on an employee's request, pre-payment of an employee's salary in exceptional circumstances. This will be determined on a case-by-case basis.
- 22.3 The Chief Executive (or Delegate) may agree, on an employee's request, for deductions to be made from the employee's fortnightly salary prior to it being transferred into their nominated account.

23. Salary Setting

- 23.1 Where an employee is engaged, moves to, or is promoted within AFSA, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Chief Executive (or Delegate) determines a higher salary within the relevant salary range under these salary setting clauses.
- 23.2 The Chief Executive (or Delegate) 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.
- 23.3 In determining a salary under these salary setting clauses, the Chief Executive (or Delegate) will have regard to relevant factors including the employee's experience, qualifications, and skills.
- 23.4 Where an employee commences ongoing employment with AFSA immediately following a period of non-ongoing employment with AFSA for a specified term or task, the Chief Executive (or Delegate) 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 AFSA.
- 23.5 Where an employee commences ongoing employment with AFSA immediately following a period of casual employment with AFSA, the Chief Executive (or Delegate) 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 with AFSA.

- 23.6 Where an APS employee moves to AFSA at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the Chief Executive (or Delegate) will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
- 23.7 Where the Chief Executive (or Delegate) determines that an employee's salary has been incorrectly set, the Chief Executive (or Delegate) may determine the correct salary and the date of effect.

24. Incremental Advancement

- 24.1 Employees (excluding casuals) will advance to the next highest pay point for their classification on 1 October each year if they have not reached the maximum pay point for their classification and:
- a. they have been assessed as achieving performance and behaviour expectations, during the employee's most recent end-of-cycle performance review; and.
 - b. they have at least 6 months aggregate eligible service with AFSA at or above the relevant classification level, during the most recent AFSA Performance Framework cycle.
- 24.2 Eligible service for salary progression will include:
- 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.
- 24.3 If an employee does not meet the criteria in clause 24.1(b), the Chief Executive (or Delegate) may exercise their discretion to determine a higher salary for the employee in accordance with clause 23 of this Agreement.
- 24.4 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.
- 24.5 Employees who are acting at a higher classification, and satisfy the eligibility criteria in clause 24.1 at the higher classification level, will be eligible for salary progression at both their substantive and acting classifications.

25. Salary on Reduction

- 25.1 Where an employee requests, in writing, to temporarily perform work at a lower classification level, the Chief Executive (or Delegate) may determine the salary payable within the salary range of the lower classification for the period specified.
- 25.2 Where an employee requests, in writing, to be reassigned to a lower classification level either permanently or temporarily, they will be paid salary at the highest pay point of the lower classification level.
- 25.3 Where an employee's classification level is permanently reduced because of a breach of the APS Code of Conduct, unsatisfactory performance or redeployment, salary will be at the minimum pay point of the lower classification level. The Chief Executive (or Delegate) may approve salary above the minimum pay point within the salary range, having regard to the qualifications, knowledge, experience and ability of the employee.

26. Salary Packaging

- 26.1 Salary packaging will be available to employees. Employees may elect to sacrifice up to 100 per cent of their salary for other benefits.
- 26.2 Any fees charged for the administration of the packaging arrangements will be payable by the employee. An employee will also be responsible for the payment of an amount equal to any fringe benefits tax liability incurred.
- 26.3 Salary packaging will not affect salary for superannuation purposes, or any other purpose covered by this Agreement.

27. Superannuation

- 27.1 AFSA will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 27.2 Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
- 27.3 AFSA 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 AFSA payroll system.

Method for calculating superannuation salary

- 27.4 AFSA 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.
- 27.5 Employer contributions will be made for all employees covered by this Agreement.
- 27.6 Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

Payment during unpaid parental leave

- 27.7 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.

28. Overpayments

- 28.1 An overpayment occurs if AFSA 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).
- 28.2 Where the Chief Executive (or Delegate) considers that an overpayment has occurred, the Chief Executive (or Delegate) will provide the employee with notice in writing. The notice will provide details of the overpayment.
- 28.3 If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Chief Executive (or Delegate) 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.
- 28.4 If after considering the employee's response (if any), the Chief Executive (or Delegate) confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to AFSA in full by the employee.
- 28.5 The Chief Executive (or Delegate) 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.
- 28.6 AFSA and the employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
- 28.7 Interest will not be charged on overpayments.
- 28.8 Nothing in clauses 28.1 to 28.7 prevents:
 - a. AFSA from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
 - b. AFSA from pursuing recovery of the debt through other available legal avenues; or
 - c. the employee or AFSA from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

29. Trainees

- 29.1 An employee engaged to undertake an approved training program will commence at the APS Level 1 classification and be assigned the local title 'AFSA Trainee' while undertaking the traineeship or program.
- 29.2 On successful completion of the traineeship or program, an AFSA Trainee may be eligible to progress to an APS Level 2 classification, in accordance with the requirements specified in Attachment 2.
- 29.3 Arrangements for the APS Trainee Broadband are set out at [Attachment 2](#).

30. Graduates

- 30.1 An employee engaged to participate in AFSA's Graduate Program will be assigned the local title 'AFSA Graduate' and be engaged in a Graduate APS Level 3-5 broadband. Upon commencement, AFSA Graduates will be engaged at the APS Level 3 classification at the first APS Level 3 pay point.
- 30.2 An employee engaged as an AFSA Graduate will be eligible to progress through the AFSA Graduate Broadband and up to the maximum APS Level 5 classification pay point where the Chief Executive (or Delegate) determines the requirements of the Graduate Program have been met.
- 30.3 Arrangements for the AFSA Graduate Broadband are set out at [Attachment 2](#).

31. Supported Wage System

- 31.1 An employee can get a percentage of the relevant pay rate in line with their assessed capacity to do the work if they:
 - a. have a disability;
 - b. meet the criteria for a Disability Support Pension; and
 - c. are unable to perform duties to the capacity required.
- 31.2 Specific conditions relating to the supported wage system are detailed in [Attachment 3](#).

Part E | Working Hours and Arrangements

32. Employment types

- 32.1 **Ongoing employee** means an employee engaged under section 22(2)(a) of the PS Act.
- 32.2 **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.
- 32.3 **Casual employee** (irregular or intermittent employee) means an employee engaged under section 22(2)(c) of the PS Act who:
- a. is a casual employee defined by the FW Act; and
 - b. works on an irregular or intermittent basis.
- 32.4 **Full-time employee** is an employee whose ordinary working hours are 37 hours 30 minutes per week in accordance with this Agreement.
- 32.5 **Part-time employee** means an employee whose ordinary working hours are less than 37 hours 30 minutes per week in accordance with this Agreement.

33. Job Security

Commitment to ongoing employment and rebuilding APS capacity

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

Reporting

- 33.2 AFSA will report to the National Consultative Committee on an annual basis, or more frequently if agreed, on the number, duration, classification and location of ongoing, non-ongoing and casual employees engaged by AFSA.

Pathways to permanency

- 33.3 AFSA and the APS will comply with the casual conversion provision(s) of the FW Act. In addition, AFSA 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.

34. Non-ongoing Employment

- 34.1 A non-ongoing employee is defined in the definitions section.
- 34.2 Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this Agreement's terms, except:
- personal/carer's leave accrual at clause 54;
 - redundancy provisions at clause 88, subject to clause 34.3;
 - purchased leave provisions at clause 63; and
 - sabbatical leave provisions at clause 64.
- 34.3 If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clause 88 will apply.
- 34.4 If the redundancy provisions apply to an employee under clause 34.3, AFSA must adhere to the consultation requirements at clauses 85 and 88.

35. Casual Employment

- 35.1 Terms and conditions relating to casual employees are set out in [Attachment 2](#).

36. Normal location of work

- 36.1 An employee's normal location of work will be the designated office location identified in the employee's letter of offer or other engagement documentation, or another location determined by the Chief Executive (or Delegate).
- 36.2 AFSA and the employee may otherwise agree to vary the employee's normal location of work on a temporary or permanent basis.

37. Working Hours

- 37.1 For full-time employees, ordinary hours are 75 hours over a two-week settlement period.
- 37.2 For full-time Shift Workers ordinary hours are an average of 75 hours each fortnight over the Shift Worker's regular cycle of shifts.
- 37.3 For part-time employees, ordinary hours are less than 75 hours over a two-week settlement period and as set out in their part-time work agreement.
- 37.4 The bandwidth during which an employee (other than a Shift Worker) may work their ordinary hours is 7.00 am to 7.00 pm Monday to Friday.
- 37.5 The pattern of hours which employees will work, including flex time, is a matter for consultation between managers and employees, and subject to approval of an employee's manager.
- 37.6 A manager has the responsibility and authority to ensure that AFSA's operational priorities and work requirements of their team are met.
- 37.7 Where an employee (excluding Shift Workers) requests to work outside the bandwidth hours of 7.00 am to 7.00 pm, they may do so with the prior agreement of their manager and subject to clause 47 provisions, where applicable. When agreeing to an employee working outside bandwidth hours, consideration will be given to operational requirements.
- 37.8 Any hours worked on this basis will be treated as ordinary hours and will not attract overtime payments unless there is agreement between the manager and the employee.
- 37.9 Employees should not work more than ten hours on a day, or for more than 5 consecutive hours without taking an unpaid break of at least thirty minutes, unless there are exceptional circumstances. Employees and managers are mutually responsible to ensure the employee does not work unreasonable or excessive hours.
- 37.10 For each day that an employee works, the employee must record as soon as possible the actual times of their commencing and finishing duty and the time of any breaks, in a manner required by the Chief Executive (or Delegate).

38. Standard Hours

- 38.1 Standard hours for full-time employees are 7 hours and 30 minutes per day, worked from 8.30 am to 12.30 pm and 1.30 pm to 5.00 pm, Monday to Friday, or as otherwise specified by an employee's roster.
- 38.2 Standard hours for part-time employees are set out in their part-time work agreement.

39. Flex time (for APS Level 1-6 employees)

- 39.1 Flex time is a system which allows APS Level 1–6 employees, other than casual employees and Shift Workers, to set their own patterns of attendance at work and accrue flex credits and incur flex debits, subject to the provisions of this clause and operational requirements.
- 39.2 Managers will require an employee not to build up flex credits where there is insufficient work to justify their working in excess of their ordinary hours on a day.
- 39.3 The maximum amount of flex credit which can be carried over at the end of a settlement period is 37.5 hours.
- 39.4 The maximum flex debit that may be carried over at the end of a settlement period is 10 hours. Debits in excess of 10 hours must be acquitted by utilising leave, including leave without pay.
- 39.5 An employee may utilise their flex credits to absent themselves from the workplace, subject to prior approval of their manager. With such approval an employee may access up to 5 days' flex leave consecutively, over a 4-week period.

40. Time off in lieu (Executive Level employees)

- 40.1 EL employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
- 40.2 EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by AFSA.
- 40.3 A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.
- 40.4 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.
- 40.5 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.
- 40.6 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.
- 40.7 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.

41. Reversion to Standard Hours

- 41.1 Access to flex time or TOIL arrangements (defined in clauses 39 to 40) will not apply, for a specified period, in circumstances where a manager considers that:
 - a. an employee's attendance is unsatisfactory; and/or
 - b. an employee is misusing the arrangements.
- 41.2 Where a manager makes a decision under clause 41.1 that access to flex time or TOIL arrangements do not apply to an employee, the employee will revert to standard hours or an alternative agreed pattern of hours and when the arrangement will be reviewed.
- 41.3 A decision under clause 41.1 will be set out in writing by the manager to the employee. This will include the reasons for the decision, the specified period for which they are reverted to standard hours or an alternative agreed pattern of hours and when that arrangement will be reviewed.
- 41.4 Access to flex time or TOIL arrangements will be restored where a manager determines that the employee's attendance is satisfactory or the employee has demonstrated they will not misuse the arrangements.

42. Overtime

- 42.1 Subject to section 62 of the FW Act, an employee may be directed to perform overtime. An employee may refuse where the hours are unreasonable.
- 42.2 Full-time APS Level 1-6 employees (other than Shift Workers) will be paid overtime where they are directed by the Chief Executive (or Delegate) to undertake work:
 - a. outside the bandwidth; or
 - b. in excess of 10 hours on any day; or
 - c. in excess of 7 hours and 30 minutes on any day in circumstances where the employee has accrued more than 37.5 hours flex credits.
- 42.3 Part-time APS Level 1-6 employees (other than Shift Workers) will be paid overtime where they are directed to undertake work in addition to the pattern of hours prescribed in an employee's part-time work agreement.
- 42.4 Overtime will not be payable to EL employees without the approval of the Chief Executive (or Delegate).
- 42.5 An employee cannot claim flex credits and also receive an overtime payment for the same hours worked.

Rate of overtime

- 42.6 The rates payable for overtime are as follows:
- a. Monday to Saturday - time and a half for the first 3 hours, and double time after that; and
 - b. Sunday - double time; and
 - c. Public Holidays - double time and a half.
- 42.7 Salary for the calculation of overtime includes any allowances being paid as salary.
- 42.8 The minimum payment for each separate overtime attendance (not continuous with ordinary duty) will be 4 hours at the prescribed overtime rate. Where an employee has more than one attendance, their maximum overtime payment cannot exceed the payment calculated from the beginning of their first attendance to the end of the final attendance.
- 42.9 An employee who works a separate overtime attendance that requires duty both before and after midnight, is entitled to only one minimum payment. If different overtime rates apply the minimum payment will be calculated at the higher rate.

Eight-hour break

- 42.10 Employees should have a break of at least eight hours, plus reasonable travel time to and from work (where required), between finishing overtime on a day and commencing work on the next day. Where this is not possible, an employee will be entitled to an overtime rate of double time until an eight-hour break has been taken.
- 42.11 Managers must make every effort to ensure an employee has a break between their scheduled work days. Where the eight-hour break results in absence for part or all of their ordinary hours on the next working day, the employee will not be required to make up those hours and their salary will be unaffected.

43. Emergency Duty

- 43.1 When an employee is required to perform duty for an emergency and:
- a. they were not given notice of having to perform the duty prior to ceasing their ordinary hours on a day, and
 - b. the duty is outside of their pattern of hours,
- the employee is on Emergency Duty.
- 43.2 Where an employee is required to perform Emergency Duty:
- a. they will be paid for the time spent on Emergency Duty, subject to a minimum payment of 2 hours, at the rate of double time; and
 - b. the period of Emergency Duty will include the time the employee necessarily spends in travelling to and from their normal location of work or nearest AFSA office.
- 43.3 Where the actual time worked to perform Emergency Duty is 3 hours or more, an employee should have a break of at least 8 hours (plus reasonable travel time) between finishing the Emergency Duty and commencing work again without loss of pay for any ordinary working hours they would have otherwise worked. Where this is not possible, payment for any work performed will be at the rate of double time, until a break of at least 8 hours has been taken.
- 43.4 Emergency Duty will not be payable to EL employees without the approval of the Chief Executive (or Delegate).

44. Recognition of Travel Time

- 44.1 Employees that are required to travel within Australia on official business may include the travel time as working hours on their attendance record.

45. Part-Time Work

- 45.1 Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
- 45.2 Employees engaged on a part-time basis will not be compelled to convert to full-time employment.

- 45.3 Where an APS Level 1-6 employee with a part-time work agreement requests to work beyond their ordinary hours (within the bandwidth span of hours), and with the prior agreement of their manager, they will accrue flex time and not be paid as additional ordinary hours.
- 45.4 Where either of the last 2 working days before the New Year's Day holiday, as defined in clause 48 falls on a day, or days, that are not regularly worked by a part-time employee, other than a Shift Worker, that employee will receive a substitute holiday for the working day, or days, immediately before or after the New Year's Day holiday.
- 45.5 Subject to the terms of this Agreement, a part-time employee receives salary on a pro-rata basis, having regard to the number of ordinary hours worked.

46. Shift Work

- 46.1 Terms and conditions relating to shift work and shift workers are set out in [Attachment 2](#).

47. Flexible Working Arrangements

- 47.1 AFSA, employees and their union recognise:
- 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;
 - access to flexible work can support strategies to improve diversity in employment and leadership in AFSA and the APS;
 - access to flexible work supports AFSA and 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;
 - that flexibility applies to all roles in AFSA, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
 - requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
- 47.2 AFSA is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across AFSA at all levels. This may include developing and implementing strategies through an AFSA consultative committee.
- 47.3 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

- 47.4 The following provisions do not diminish an employee's entitlement under the NES.
- 47.5 An employee may make a request for a formal flexible working arrangement.
- 47.6 The request must:
- be in writing;
 - set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - 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.
- 47.7 The Chief Executive (or Delegate) must provide a written response to a request within 21 days of receiving the request.
- 47.8 The response must:
- state that the Chief Executive (or Delegate) approves the request and provide the relevant detail in clause 47.9; or
 - if following discussion between AFSA and the employee, AFSA 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
 - state that the Chief Executive (or Delegate) refuses the request and include the following matters;
 - details of the reasons for the refusal; and

- set out AFSA's particular business grounds for refusing the request, explain how those grounds apply to the request; and
- either:
 - 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 AFSA would be willing to make; or
 - state that there are no such changes; and
- 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 sections 65B and 65C of the FW Act.

47.9 Where the Chief Executive (or Delegate) approves the request, this will form an arrangement between AFSA 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 47.13); and
- c. the cost of establishment (if any).

47.10 The Chief Executive (or Delegate) may refuse to approve the request only if:

- a. AFSA has discussed the request with the employee; and
- b. AFSA 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. AFSA and the employee have not reached such an agreement; and
- d. AFSA has had regard to the consequences of the refusal for the employee; and
- e. the refusal is on reasonable business grounds.

47.11 Reasonable business grounds include, but are not limited to:

- a. the new working arrangements requested would be too costly for AFSA;
- 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.

47.12 For First Nations employees, AFSA must consider connection to country and cultural obligations in responding to requests for altering the location of work.

47.13 Approved flexible working arrangements will be reviewed by AFSA 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

47.14 An employee may request to vary an approved flexible working arrangement in accordance with clause 47.6. An employee may request to pause or terminate an approved flexible working arrangement.

47.15 The Chief Executive (or Delegate) may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 47.17.

47.16 AFSA 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.

- 47.17 Prior to the Chief Executive (or Delegate) varying, pausing or terminating the arrangement under clause 47.15, AFSA 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 47.8(c).

Working from home

- 47.18 AFSA 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.
- 47.19 AFSA may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
- 47.20 An employee working from home is covered by the same employment conditions as an employee working at an office site under this Agreement.
- 47.21 AFSA will provide employees with guidance on working from home safely.
- 47.22 Employees will not be required by AFSA 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, AFSA will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad-hoc arrangements

- 47.23 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.
- 47.24 Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 47.25 Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 47.4 - 47.13.
- 47.26 AFSA 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.
- 47.27 Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, AFSA should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

- 47.28 An employee may request to work an alternative regular span of hours (bandwidth hours). If approved by the Chief Executive (or Delegate), hours worked on this basis will be treated as regular working hours and will not attract overtime payments. AFSA will not request or require that any employee alter their regular span of hours (bandwidth hours) under these provisions.

48. Public Holidays

- 48.1 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.
- 48.2 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.
- 48.3 The Chief Executive (or Delegate) 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.
- 48.4 The Chief Executive (or Delegate) 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.
- 48.5 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.
- 48.6 Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, purchased 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).
- 48.7 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 48.1(a-h).
- 48.8 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 person would not normally have worked on that day.
- 48.9 Where a 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 Chief Executive (or Delegate) 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 the planned day off.
- 49. Christmas Closedown**
- 49.1 AFSA will close its normal operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day.
- 49.2 Employees will be provided with time off on the working days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours. Where an employee is otherwise absent on leave over the Christmas closedown period, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave.
- 49.3 There will be no deduction from annual or personal/carer's leave credits for the closedown days.
- 49.4 The working days between Christmas and New Year's Day will be considered, for the purpose of this Agreement, as public holidays for the payment of shift penalties and overtime.

Part F | Leave

50. Portability of Leave

- 50.1 Where an employee moves into AFSA 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.
- 50.2 Where an employee is engaged by AFSA 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.
- 50.3 Where an employee is engaged as an ongoing employee in AFSA, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in AFSA or another agency), 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.
- 50.4 Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in AFSA or another agency), 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.
- 50.5 Where an employee is engaged as an ongoing employee in AFSA, 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 50.2), the Chief Executive (or Delegate) will recognise any unused accrued personal/carer's leave at the employee's request. The Chief Executive (or Delegate) will advise the employee of their ability to make this request.
- 50.6 Where an employee is engaged as an ongoing employee in AFSA, and immediately prior to the engagement the person was employed by a State or Territory Government, the Chief Executive (or Delegate) may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
- 50.7 For the purposes of clauses 50.1 to 50.6, an employee with a break in service of less than 2 months is considered to have continuity of service.

51. Annual leave

- 51.1 Employees (other than casual employees) are entitled to 4 weeks (20 days) paid annual leave for each year of service.
- 51.2 While the taking of annual leave is subject to operational requirements and the approval of the employee's manager, an application for annual leave will not be unreasonably refused.
- 51.3 Annual leave accrues progressively and is credited daily.
- 51.4 Part-time employees accrue annual leave on a pro-rata basis.
- 51.5 Annual leave counts as service for all purposes.
- 51.6 Annual leave will not accrue for any period of leave without pay not to count as service that exceeds 30 calendar days in a calendar year.
- 51.7 A part-time employee who has annual leave credits that accrued while working full-time hours may elect to take that annual leave at the full-time rate.
- 51.8 Where any designated public holiday for which the employee is entitled to payment occurs during any period of annual leave, the period of the holiday is not deducted from the annual leave entitlement.
- 51.9 A shift worker will accrue an extra half day credit of annual leave per Sunday or public holiday worked, up to a maximum of 5 days extra annual leave credit per calendar year.
- 51.10 Further information is available in the AFSA Leave Policy.

Payment in lieu of unused leave upon separation

- 51.11 Employees will receive payment in lieu of any unused annual leave upon separation from the APS.
- 51.12 An employee will be paid the value of any unused leave credits, plus any pro-rata entitlement for which the employee is eligible. Payment in lieu will be calculated using the employee's final rate of salary, including allowances that would have been included during annual leave.

Excess leave

- 51.13 Unused annual leave will accumulate. However, employees should utilise their annual leave on a regular basis.
- 51.14 An annual leave balance is excess if an employee has accrued more than 40 days credit which is the equivalent of 2 years' entitlement, (pro-rata for part-time employees).

Cancelled leave

- 51.15 Where annual leave is cancelled on AFSA's initiative or an employee is recalled to duty by AFSA during a period of annual leave, the employee will be reimbursed travel costs incurred as a result of this cancellation/recall to duty that are not recoverable from insurance or other sources. Evidence of costs may be required.

52. Annual Leave and Half Pay

- 52.1 Annual leave may be taken at half pay. Unless approved by the Chief Executive (or Delegate), an employee with an excess annual leave balance cannot access annual leave at half pay.
- 52.2 Where an employee is approved to take a period of annual leave at half pay, half the period of leave taken will be deducted from accrued annual leave credits and the full period of leave will count as service for all purposes.

53. Annual Leave Cash Out

- 53.1 The Chief Executive (or Delegate) may approve an application from an employee to cash out some of their accrued annual leave credits. To be eligible to cash out annual leave an employee must:
 - a. have taken at least 10 days annual leave or long service leave in the 12 months immediately preceding the request to cash out leave; and
 - b. have at least 20 days annual leave remaining.
- 53.2 The employee will be paid the full amount that would have been paid had the employee taken the entitlement as leave.
- 53.3 Each cashing out of a particular amount of annual leave must be by a separate agreement in writing between the Chief Executive (or Delegate) and the employee.

54. Personal/Carer's Leave

Entitlement and Accrual

- 54.1 Ongoing and non-ongoing employees are entitled to 18 days personal/carers' leave for each year of service, or a pro-rata number of days for part-time employees.
- 54.2 Where an employee moves to AFSA from another APS agency and their unused accrued personal/carers' leave is transferred or recognised in accordance with clause 50, the employee's personal/carers' leave entitlement under clause 54.1 will accrue daily and be credited daily from the employee's commencement with AFSA.
- 54.3 In exceptional circumstances, the Chief Executive (or Delegate) may approve an employee's request for personal/carers' leave at half pay, enabling the employee to take twice as much leave as would otherwise normally apply.
- 54.4 A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carers' leave per occasion, consistent with the NES.

Accrual and credits – ongoing employees

- 54.5 An ongoing employee new to the APS will be credited 18 days personal/carer's leave upon commencement with AFSA, or a pro-rata number of days for part-time employees.
- 54.6 After 12 months' service, an ongoing employee is entitled to 18 days personal/carer's leave for each year of service, that is cumulative and will accrue daily and be credited daily.

Accrual and credits – non-ongoing employees

- 54.7 Subject to clause 54.8, non-ongoing employees will be credited with 18 days' personal/carer's leave upon commencement with AFSA, pro-rated based on the employee's initial contract period if the contract period is less than 12 months and (if applicable) the employee's part-time hours.
- 54.8 A non-ongoing employee will not be entitled to an initial credit of personal/carer's leave in accordance with clause 54.7 if the employee is entitled to have any unused accrued personal/carer's leave transferred or recognised by AFSA in accordance with clause 50 (including where the employee does not have any unused accrued personal/carer's leave entitlements).
- 54.9. Non-ongoing employees will be entitled to accrue 18 days personal/carer's leave for each year of service (or a pro-rata number of days for part-time employees), which will accrue daily and be credited daily, from:
- if the employee received an initial credit in accordance with clause 54.7, the earlier of the date after the initial contract period ends (if the employee remains in employment in AFSA) or the first anniversary of the employee's commencement with AFSA, or
 - if they were entitled to have any unused accrued personal/carer's leave transferred or recognised by AFSA in accordance with clause 50 (including where the employee does not have any unused accrued personal/carer's leave entitlements), their commencement with AFSA.

Usage

- 54.10 Personal/carer's leave, on application, is available to an employee:
- due to personal illness or injury;
 - to attend appointments with a registered health practitioner;
 - to manage a chronic condition;
 - when they are not at work because of an emergency affecting the employee; and/or
 - to provide care or support for a family member (including a household member) or a person they have caring responsibilities for, because:
 - of a personal illness or injury affecting the other person; or
 - of an unexpected emergency affecting the other person.
- 54.11 An employee must give their manager, via telephone call, unless otherwise agreed, notice of taking the leave as soon as practicable and must also advise their manager of the period or expected period of leave. If the employee's manager cannot be contacted by telephone then the employee must notify an appropriate alternative manager.

Caring responsibilities

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

Evidence

- 54.13 An employee may be requested to provide evidence for absences of:
- more than 3 consecutive days; or

- b. more than 8 days without evidence in a calendar year.
- 54.14 Acceptable evidence includes:
 - a. a certificate from a registered health practitioner;
 - b. a statutory declaration; or
 - c. another form of evidence approved by the Chief Executive (or Delegate).
- 54.15 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.
- 54.16 The Chief Executive (or Delegate) may approve unpaid personal/carer's leave after an employee has exhausted all paid personal/carer's leave, subject to the employee meeting any evidence requirements.

55. Unpaid Carer's Leave

- 55.1 Where an employee has exhausted their paid personal/carer's leave, they are entitled to 2 days unpaid carer's leave each time a family member or household member needs care or support because of:
 - a. a personal illness or personal injury; or
 - b. an unexpected emergency.

56. Compassionate and Bereavement Leave

Compassionate leave

- 56.1 Employees will be eligible for 3 days paid compassionate leave on each occasion when:
 - a. a member of their family (including a member of their household) 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.
- 56.2 An employee may be asked to provide evidence to support their absences on compassionate leave.
- 56.3 Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 56.4 For casual employees, compassionate leave is unpaid.

Bereavement leave

- 56.5 Employees will be eligible for 3 days paid bereavement leave on each occasion when:
 - a. a member of their family (including a member of their household) 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 (including a member of their household).
- 56.6 An employee may be asked to provide evidence to support their absences on bereavement leave.
- 56.7 Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 56.8 For casual employees, bereavement leave is unpaid.

57. Jury Duty

- 57.1 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.
- 57.2 Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals 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.
- 57.3 The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.

- 57.4 If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to AFSA for the period of the absence. This will be administered in accordance with the overpayments clause.

58. Witness Leave

Leave to attend proceedings

- 58.1 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.
- 58.2 An employee who is not covered under clause 58.1, 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 AFSA.
- 58.3 An employee may otherwise be granted paid or unpaid miscellaneous leave by the Chief Executive (or Delegate) 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 elect to use accrued annual leave, flex leave or time off in lieu.
- 58.4 The Chief Executive (or Delegate) 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.

59. Emergency Response Leave

- 59.1 In line with section 108 of the FW Act, an employee who engages in an eligible community service activity can get 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.
- 59.2 Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The Chief Executive (or Delegate) may provide additional emergency response leave with pay.
- a. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 59.3 Paid leave may be refused where the employee's role is essential to AFSA's response to the emergency.
- 59.4 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.
- 59.5 The Chief Executive (or Delegate) may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 59.6 Emergency response leave, with or without pay, will count as service.
- 59.7 Further information is available in the AFSA Leave Policy.

60. Defence Reservist Leave

- 60.1 The Chief Executive (or Delegate) 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.
- 60.2 An employee who is a Defence Reservist can 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).

- 60.3 Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
- 60.4 An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
- a. Australian Navy Cadets;
 - b. Australian Army Cadets; and
 - c. Australian Air Force Cadets.
- 60.5 In addition to the entitlement at clause 60.2, 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.
- 60.6 Paid defence reservist leave counts for service.
- 60.7 Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- 60.8 Unpaid leave taken over 6 months counts as service, except for annual leave.
- 60.9 An employee will not need to pay their tax free ADF Reserve salary to AFSA for any reason.
- 60.10 Eligible employees may also apply for annual leave, long service leave, leave without pay, top-up pay or they may use flex time or make up time for the purpose of fulfilling Australian Defence Force Reserve, CFTS or Australian Defence Force Cadet obligations.
- 60.11 Employees are to notify their manager at the earliest opportunity once the dates for Australian Defence Force Reserve, CFTS or Australian Defence Force Cadet activities are known and/or changed.

61. Defence Service Sick Leave

- 61.1 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 a result of either:
- a. war like service; or
 - b. non-war like service.
- 61.2 An eligible employee can get 2 types of credits:
- a. an initial credit of 9 weeks (45 days) defence service sick leave (pro-rata for part-time employees) will apply as at the following dates, whichever is later:
 - they start employment with the APS; or
 - DVA certifies the condition; and
 - b. an annual credit of 3 weeks (15 days) defence service sick leave (pro-rata for part-time employees).
- 61.3 An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
- 61.4 Unused annual credits can be built up to 9 weeks.
- 61.5 An employee cannot use annual credits until the initial credit is exhausted.
- 61.6 Defence service sick leave is paid and counts as service for all purposes.

62. Long Service Leave

- 62.1 An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 62.2 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 clause at clause 67 of this Agreement.

63. Purchased Leave

- 63.1 Having regard to operational requirements, the Chief Executive (or Delegate) may approve an employee's request to purchase 1 to 6 weeks additional leave per calendar year.
- 63.2 The Chief Executive (or Delegate) may only approve a request for purchased leave by a non-ongoing employee if the non-ongoing employee has been engaged for more than 6 months by AFSA and where the Chief Executive (or Delegate) is satisfied that the employee will repay their purchased leave within the term of their non-ongoing engagement.
- 63.3 Purchased leave will count as service for all purposes.
- 63.4 Further information is available in the AFSA Leave Policy.

64. Sabbatical Leave

- 64.1 An ongoing employee may apply for access to sabbatical leave.
- 64.2 Sabbatical leave is a flexible arrangement consisting of a 4 year continuous work period followed by a one year period of leave, with salary spread over the 5 years at the rate of 80 per cent of the employee's annual salary per year.
- 64.3 The first 4 years will count as service for all purposes, and the fifth year will not count as service for any purpose.
- 64.4 An employee accessing sabbatical leave cannot also access purchased leave as prescribed at clause 63 of this Agreement.
- 64.5 If an employee does not use all or part of the sabbatical leave within the one year leave period, the employee will be refunded the cost of the leave not taken at the rate it was purchased, as a lump sum.
- 64.6 Further information is available in the AFSA Leave Policy.

65. Cultural, Ceremonial and NAIDOC Leave

NAIDOC leave

- 65.1 First Nations employees may access up to one day of paid leave per calendar year to participate in NAIDOC week activities.
- 65.2 NAIDOC leave can be taken in part days.

First Nations ceremonial leave

- 65.3 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.
- 65.4 The Chief Executive (or Delegate) may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- 65.5 First Nations ceremonial leave can be taken as part days.
- 65.6 First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

- 65.7 The Chief Executive (or Delegate) 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.
- 65.8 The Chief Executive (or Delegate) may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 65.9 Cultural leave can be taken as part days.
- 65.10 For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clauses 65.3 – 65.6.

66. Miscellaneous Leave

- 66.1 Miscellaneous leave may be granted to an employee (other than a casual employee), additional to the specific leave entitlements contained in this Agreement.
- 66.2 Miscellaneous leave may only be granted to casual employees to provide for paid family and domestic violence leave, or as otherwise permitted or required by Government directive.
- 66.3 Miscellaneous leave may be granted:
- a. with or without pay;
 - b. for the period requested, or, for part of the period;
 - c. in the case of leave without pay, either to count as service or not to count as service; and
 - d. subject to conditions.
- 66.4 Further information is available in the AFSA Leave Policy.

67. Re-crediting of Leave

- 67.1 When an employee is on:
- a. annual leave;
 - b. purchased leave;
 - c. defence reservist leave;
 - d. First Nations ceremonial leave;
 - e. NAIDOC leave;
 - f. culture leave; or
 - g. long service leave; and
- becomes eligible for, under legislation or this Agreement:
- h. personal/carer's leave;
 - i. compassionate or bereavement leave;
 - j. jury duty;
 - k. emergency services leave;
 - l. leave to attend to family and domestic violence circumstances; or
 - m. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;
- the affected period of leave will be re-credited.
- 67.2 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.
- 67.3 Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

68. Unauthorised Absence

- 68.1 Where an employee is absent from work without approval, the absence will be unauthorised and all pay and benefits provided under the Agreement will cease to be available until the employee resumes work or is granted leave.

69. Parental Leave

- 69.1 A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
- 69.2 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.

- 69.3 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.
- 69.4 Conditions in this Agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this Agreement.

Payment during parental leave

- 69.5 An employee is entitled to parental leave with pay as per clauses 69.7 and 69.8 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 employee's 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.
- 69.6 Employees newly engaged or who have moved to AFSA from another APS agency are eligible for the paid parental leave in clauses 69.7 and 69.8 where such paid leave had not already been provided by another APS 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 or APS employer is less than the limits specified in clauses 69.7 and 69.8, the balance is available to the employee.
- 69.7 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

- 69.8 An employee who is a **secondary caregiver** is entitled to parental leave with pay during the parental leave period as provided in **Table 2** 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

- 69.9 **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-time work arrangement and can be taken concurrently with another parent in relation to the same child.
- 69.10 **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.
- 69.11 **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

- 69.12 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 spouse or de facto partner.
- 69.13 Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.
- 69.14 Where agreed between an employee and their manager, and notwithstanding the parental leave period defined in clause 69.2, paid parental leave for adoption or long-term foster care may be accessed up to two weeks before the expected date of adoption or fostering.

Stillbirth

- 69.15 Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.
- 69.16 A stillborn child is a child:
- a. who weighs at least 400grams at delivery or whose period of gestation was 20 weeks or more;
 - b. who has not breathed since delivery; and
 - c. whose heart has not beaten since delivery.

Pregnancy loss leave

- 69.17 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.
- 69.18 Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this Agreement.

Premature birth leave

- 69.19 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

- 69.20 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 69.19 until after the legislated paid maternity leave is used.

Part G | Allowances and Reimbursements

70. Higher Duties Allowance

- 70.1 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.
- 70.2 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 Chief Executive (or Delegate).
- 70.3 Where an employee is found to be eligible for salary progression at their acting classification level, in accordance with clause 24 (Incremental Advancement), 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.
- 70.4 Where an employee is assigned only part of the higher duties, the Chief Executive (or Delegate) will determine the amount of allowance payable.
- 70.5 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.
- 70.6 The Chief Executive (or Delegate) may shorten the qualifying period for higher duties allowance on a case-by-case basis.
- 70.7 Higher duties allowance is payable during periods of paid leave (and public holidays) where the temporary assignment to higher duties would have otherwise continued. If the period of paid leave is on less than full pay, the payment of higher duties allowance is adjusted accordingly.
- 70.8 An employee assigned higher duties at the SES classification level for 2 or more working weeks may be:
- a. paid a higher duties allowance for the period of the temporary reassignment at a rate determined by the Chief Executive (or Delegate); and
 - b. entitled to other benefits determined by the Chief Executive (or Delegate).

71. Workplace Responsibility Allowances

- 71.1 A workplace responsibility allowance will be paid where an employee is appointed by the Chief Executive (or Delegate) or elected by eligible peers (with respect to the Health and Safety Representative role) to one of the following roles:
- a. First Aid Officer;
 - b. Health and Safety Representative;
 - c. Fire (or Emergency) Warden;
 - d. Harassment and Equity Contact Officer; and
 - e. Mental Health First Aid Officer.
- 71.2 An employee is not entitled to receive more than one workplace responsibility allowance unless approved by the Chief Executive (or Delegate) due to operational requirements.
- 71.3 The rate at which workplace responsibility allowance will be paid is:

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

As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the rates in the table above.

- 71.4 The full rate of the allowance is payable regardless of flexible work and part-time arrangements.
- 71.5 An employee's physical availability to undertake the role will be considered by AFSA when appointing and reappointing employees to these roles. This is noting that not all workplace

responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment and Equity Contact Officers, Mental First Aid Officers and Health and Safety Representatives, depending on work group arrangements.

- 71.6 Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full rate of the allowance with respect to a pay cycle, as varied from time to time, provided they engage in work during the pay cycle, irrespective of the frequency and duration of the work undertaken.

72. Community Language Allowance

- 72.1 A community language allowance will be paid where the Chief Executive (or Delegate) 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 Chief Executive (or Delegate). Further information is included in the AFSA Allowances Policy.

- 72.2 The allowance is paid in accordance with the employee's level of competency:

Rate	Standard	Rate from commencement of 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 Chief Executive (or Delegate), for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 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 body approved by the Chief Executive (or Delegate).	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

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

73. Domestic and Overseas Travel Assistance

Overnight travel

- 73.1 Where employees are required to travel for official business and are absent from home overnight, the reasonable costs of travelling, accommodation (where applicable), meals and incidental expenses will be paid by AFSA.
- 73.2 The preferred method for payment of travel expenses is by Government credit card.
- 73.3 Where it is not practicable for AFSA to pay directly for travel, employees will be entitled to a travel allowance in accordance with rates set by the Australian Taxation Office. Travel allowance will normally be paid in advance.

Part-day travel

- 73.4 The Chief Executive (or Delegate) may approve the payment of travel assistance to an employee who travels on official business for at least 10 hours but is not required to be absent overnight (part-day travel allowance).

Travel assistance over 21 days

- 73.5 An employee eligible for travel assistance who travels to one locality away from their home location for more than 21 days will be paid a reviewed rate of travel allowance. The reviewed rate of travel allowance will be equal to the amount expended on accommodation, meals and incidentals, or an amount considered to be reasonable in the circumstances.
- 73.6 An employee who is travelling to a place of work in anticipation of permanent relocation to that place of work, and who has been advised in writing that the relocation is to be made permanent, will not be eligible to receive travel allowance during employment at that place of work.
- 73.7 Further information is available in the AFSA Allowances Policy and AFSA Travel Policy.

74. Family Care Assistance

- 74.1 Where an employee is required by AFSA to travel away from home for a period which involves an overnight stay, the Chief Executive (or Delegate) may approve reimbursement of some or all of the costs of additional family care arrangements.

75. Excess Fares

- 75.1 An employee will be entitled to the reimbursement of excess fares incurred by the employee while performing duty temporarily at a place other than the employee's normal location of work, when the cost of travelling to and from the temporary place of work is greater than the cost of travelling to and from the employee's normal location of work.
- 75.2 An employee will not be paid an allowance for excess fares if:
- they are in receipt of travel allowance; or
 - have been notified in writing to proceed to a place of work in anticipation of a permanent relocation to that place of work.

76. Relocation Assistance

- 76.1 Where an existing employee is required to relocate at the request of AFSA (such as a promotion), the employee will be provided with financial relocation assistance.
- 76.2 Where an employee is required to relocate on engagement with AFSA, the employee will be provided with financial relocation assistance.
- 76.3 The Chief Executive (or Delegate) may also determine that employees who relocate on a temporary basis from one locality to another upon temporary assignment of duties in excess of 21 days are entitled to financial relocation assistance.
- 76.4 Reasonable expenses associated with the relocation include:
- the cost of transport of the employee, dependants and partner by the most economical means;
 - removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
 - the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
 - the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
- 76.5 Additional relocation assistance may be considered by Chief Executive (or Delegate) discretion.
- 76.6 The extent of any financial relocation assistance to be provided in respect of a relocation (including return to the previous location in the case of temporary assignment of duties) will be advised to the employee, or prospective employee, in writing prior to them commencing in the new location.

77. Motor Vehicle Allowance

- 77.1 The Chief Executive (or Delegate) may approve an employee to use a private motor vehicle owned or hired by the employee for official purposes, or grant permission for an employee to use a private motor vehicle:
- a. for a specific journey or purpose; or
 - b. to return to the employee's permanent station to take annual leave where the employee has been temporarily located from one place to another; and
 - c. because the use of the private motor vehicle will result in greater efficiency or less expense to the Commonwealth than other means of official travel.
- 77.2 Where the Chief Executive (or Delegate) has given their approval or permission, an employee will be paid a motor vehicle allowance at the rates set by the Australian Tax Office.
- 77.3 The payment of motor vehicle allowance to an employee based at home will be calculated from the employee's normal location of work.
- 77.4 Further information is available in the AFSA Allowances Policy.

78. Assistance with Public Transport and Parking Costs

- 78.1 Ongoing employees will be entitled to an advance of salary to assist with the purchase of discounted quarterly, half- yearly or annual public transport fares and vouchers for long-term parking of between 3 and 12 months for use in travelling to and from their normal location of work.
- 78.2 The advanced amount will be recouped by AFSA through deduction from the employee's salary over an agreed period. Employees:
- a. will pay any administrative costs and/or fringe benefit tax liability, should they apply, on the amount advanced; and
 - b. must fully repay any outstanding amount prior to entering into another arrangement or prior to cessation from employment with AFSA.
- 78.3 Further information is available in the AFSA Allowances Policy.

79. Overtime Meal Allowance

- 79.1 An employee who is directed to work overtime (either in the office or remotely) in accordance with clause 42 after ceasing their ordinary hours on a day, to the completion of or beyond a meal allowance period specified in clause 79.2, without a break for a meal, will be paid a meal allowance in addition to any overtime payment. The overtime meal allowance will be paid at the rate set out by the Australian Taxation Office.
- 79.2 A meal allowance period will mean:
- a. 7:00 am to 9:00 am;
 - b. 12 noon to 2:00 pm;
 - c. 6:00 pm to 7:00 pm; and
 - d. midnight to 1:00 am
- 79.3 A meal allowance is also payable to an employee who is required to:
- a. after the completion of the employee's ordinary hours on a day, perform duty after a break for a meal which occurs after the completion of ordinary hours where the employee is not entitled to payment for that break;
 - b. perform duty before the commencement of ordinary hours of duty and who breaks for a meal, where the employee is not entitled to payment for that break; or
 - c. perform duty on a Saturday, Sunday or public holiday, in addition to the employee's ordinary hours, which extend beyond a meal break, where the employee is not entitled to payment for that meal break.
- 79.4 Further information is available in the AFSA Allowances Policy.

80. On-Call Allowance

- 80.1 An employee who has been directed to be contactable and available (on call) to be called out to perform extra duties outside the bandwidth of 7.00 am to 7.00 pm will be entitled to payment of an on-call allowance at the rate set out below:
- a. Monday to Friday - 7.5 per cent of the employees' hourly rate for each hour on call.
 - b. Saturday and Sunday - 10 per cent of the employees' hourly rate for each hour on call.
 - c. Public Holidays - 15 per cent of the employees' hourly rate for each hour on call.
- 80.2 The allowance is to be paid for each hour or part of an hour the employee is required to be on call.
- 80.3 An employee who is on call and recalled to duty but is not required to physically attend their normal location of work (designated office location) to perform duties, will be paid overtime, subject to a one hour minimum payment.
- 80.4 An employee who is on call and recalled to duty and is required to physically attend their normal location of work (designated office location) to perform duties, will be paid overtime at the minimum applicable rate as set out in clause 42 of this Agreement.
- 80.5 On-call allowance is not paid to EL employees without approval from the Chief Executive (or Delegate).

81. Work Related Expenses

- 81.1 The Chief Executive (or Delegate) may approve payments to employees in exceptional circumstances, such as reimbursement for loss or damage to clothing or personal effects which occurred in the course of the employee's work.

Part H | Consultation and Managing Change

82. Principles

- 82.1 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.
- 82.2 AFSA 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 AFSA 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.
- 82.3 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.
- 82.4 Further information is available in the AFSA Consultative Arrangements Policy.

83. Freedom of Association and Employee Representation

- 83.1 An employee may have an employee representative assist, support, accompany or represent them on any matter arising under this Agreement.
- 83.2 The right for an employee to belong to a union will be respected, as will the right for an employee not to belong to a union. Irrespective of that choice, employees will not be disadvantaged or discriminated against in respect of their employment.
- 83.3 The role of employee representatives, including union delegates and non-union employee representatives, is respected and facilitated.
- 83.4 AFSA and employee representatives will deal with each other in good faith, respectfully and in accordance with the APS Code of Conduct.

Delegates' rights

- 83.5 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 AFSA.
- 83.6 The role of union delegates is to be respected and supported.
- 83.7 AFSA and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

- 83.8 AFSA 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.
- 83.9 AFSA 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.
- 83.10 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.
- 83.11 To support the role of union delegates, AFSA will, subject to legislative and operational requirements, including privacy and security requirements:
 - a. provide union delegates with reasonable access to AFSA 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 AFSA's facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
 - c. allow reasonable official union communication appropriate to AFSA 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.
- 83.12 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 AFSA before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

84. Consultative Committees

- 84.1 AFSA will maintain a framework of site and national consultative committees. These committees will operate subject to the AFSA Consultative Arrangements Policy and an agreed terms of reference and structure for the term of the agreement. Representation on the committees will be in accordance with the terms of reference.
- 84.2 The National Consultative Committee (NCC) is the primary mechanism for employee consultation on AFSA-wide employment matters and policies related to the operation of this Agreement.
- 84.3 AFSA will consult with, and take into account the views of, the NCC and other consultative committees on issues related to the implementation and operation of this Agreement, as they affect the employment conditions of employees. AFSA will allow a reasonable period for consultative committees to consider issues.
- 84.4 AFSA is committed to and will continue to undertake consultation and genuinely consider the views of employees outside of the consultative committees.

APS Consultative Committee

- 84.5 The Chief Executive (or Delegate) 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.

85. Consultation and Major Change

- 85.1 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.

85.2 AFSA, 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 AFSA. 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.

85.3 Clauses 85.4 to 85.19 apply if AFSA:

- 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

85.4 Employees may appoint a representative for the purposes of the procedures in this clause.

85.5 A representative for the purpose of this clause may be a union representative.

85.6 AFSA 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

85.7 In this clause, 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.

85.8 The following additional consultation requirements in clause 85.9 to 85.15 apply to a proposal to introduce a major change referred to in clause 85.1 (c).

85.9 Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 85.2.

85.10 Where practicable, an AFSA 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.

85.11 AFSA must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.

85.12 As soon as practicable after proposing the change or notifying of the change in circumstances described at clause 85.2, the Chief Executive (or Delegate) must:

- a. discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - the proposed change;
 - the effect the proposed change is likely to have on the employees; and
 - proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - b. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - all relevant information about the proposed change, including the nature of the change proposed; and
 - information about the expected effects of the proposed change on the employees; and
 - any other matters likely to affect the employees.
- 85.13 The Chief Executive (or Delegate) 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.
- 85.14 However, AFSA is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
- 85.15 If a term in this Agreement provides for a major change to production, program, organisation, structure, or technology in relation to the enterprise of AFSA, the requirements set out in clauses 85.9 to 85.14 are taken not to apply.

Change to regular roster or ordinary hours of work

- 85.16 The following additional consultation requirements in clause 85.17 to 85.19 apply to a proposal to introduce a change referred to in clause 85.1(e).
- 85.17 AFSA must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
- 85.18 As soon as practicable after proposing to introduce the change, the Chief Executive (or Delegate) 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:
 - all relevant information about the proposed change, including the nature of the proposed change; and
 - information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - 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). However, AFSA is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
- 85.19 AFSA 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

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

86. Dispute Resolution

- 86.1 If a dispute relates to:
- a matter arising under the Agreement; or
 - the NES;
- this term sets out procedures to settle the dispute.
- 86.2 An employee or union who is covered by this Agreement may initiate and/or be a party to a dispute under this term.
- 86.3 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.
- 86.4 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.
- 86.5 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 86.4 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 86.6 The Fair Work Commission may deal with the dispute in 2 stages:
- 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
 - if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - arbitrate the dispute; and
 - 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 FW 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 FW Act. Therefore, an appeal may be made against the decision.*
- 86.7 While the parties are attempting to resolve the dispute using the procedures in this term:
- an employee must continue to perform their work as they would normally in accordance with established custom and practice at ASFA that existed immediately prior to the dispute arising, unless they have a reasonable concern about an imminent risk to their health or safety; and
 - subject to clause 86.7(a), an employee must comply with a direction given by ASFA to perform other available work at the same workplace, or at another workplace, unless:
 - the work is not safe; or
 - applicable work health and safety legislation would not permit the work to be performed; or
 - the work is not appropriate for the employee to perform; or
 - there are other reasonable grounds for the employee to refuse to comply with the direction.
- 86.8 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
- 86.9 Any disputes arising under the Australian Financial Security Authority Enterprise Agreement 2018 or the NES that were formally notified under clause 8 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

- 86.10 Where the provisions of clauses 86.1 to 86.5 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 86.3, 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 86.5.

Part I | Workforce Adjustment

87. Resignation

- 87.1 An employee may resign from their employment by giving the Chief Executive (or Delegate) at least 14 calendar days' notice.
- 87.2 At the instigation of the Chief Executive (or Delegate), the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
- 87.3 The Chief Executive (or Delegate) has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

Payment on death of an employee

- 87.4 When an employee dies, or the Chief Executive (or Delegate) has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the Chief Executive (or Delegate) must authorise payments to the partner, dependants or legal representative of the former employee, the amount to which the former employee would have been entitled had they ceased employment through resignation or retirement, or where legislation provides specifically for amounts calculated based on the death of the employee, those amounts. If payment has not been made within a year of the former employee's death, it should be made to their legal representative.

88. Redeployment, Retraining and Redundancy

- 88.1 The following provisions will apply in relation to an excess employee. For the purposes of this clause, an ongoing employee is excess if:
 - a. they are in a class of employees, which class comprises a greater number of employees than is necessary for the efficient and economical working of AFSA;
 - b. the services or the duties of an employee cannot be effectively used because of technological, or other changes in the work methods of AFSA, or structural or similar changes in the nature, extent or organisation of functions of AFSA; or
 - c. where the duties usually performed by the employee are to be performed at a different locality and the employee is not willing to perform the duties at that locality and the Chief Executive (or Delegate) has determined that the provisions of this clause apply to the employee.
- 88.2 The provisions of this clause do not apply to ongoing employees who are on probation or to non-ongoing employees.

Discussion with affected employees

- 88.3 When the Chief Executive (or Delegate) is aware that an employee is likely to become excess, the Chief Executive (or Delegate) will advise the employee in writing of the situation. The Chief Executive (or Delegate) will also notify any representative chosen by the employee.
- 88.4 Discussions with the potentially excess employee will be held to consider:
 - a. appropriate measures that could be taken to resolve the situation including redeployment opportunities for the employee at or below level; and
 - b. whether voluntary redundancy might be appropriate.
- 88.5 Where the employee chooses a representative, the discussions will also include the employee's representative.
- 88.6 The Chief Executive (or Delegate) may, prior to the conclusion of these discussions, invite employees who are not potentially excess to express interest in voluntary redundancy where those redundancies would permit the redeployment of employees who are potentially excess.
- 88.7 At the conclusion of the discussions, or in circumstances where an employee or, where they choose, their representative has declined to discuss the matter further, one month after the original advice at clause 88.3, the Chief Executive (or Delegate) will advise the employee in writing that they are excess to the requirements of AFSA.

- 88.8 The Chief Executive (or Delegate) will take all reasonable steps, to transfer an excess employee to a suitable vacancy identified at the same level within AFSA.

Voluntary Redundancy

- 88.9 Where the Chief Executive (or Delegate) invites an excess employee to do so, the individual will have one month to elect for voluntary redundancy. Only one offer of voluntary redundancy will be made to an excess employee. The one-month election period can be reduced by agreement between the employee and the Chief Executive (or Delegate) where the employee advises that they have been provided with the advice outlined in clause 88.10. Where the period is reduced, the employee will be paid:

- a. for the unexpired period of the consideration period as at the date of termination;
- b. any leave benefits which may have accrued under this Agreement had the employee worked through the consideration period; and
- c. payment in lieu of the relevant period of notice provided for in clause 88.11.

- 88.10 Within that month an employee must be given information on:

- a. amount of redundancy pay, pay in lieu of notice and paid up leave credits;
- b. amount of accumulated superannuation contributions;
- c. options open to the employee concerning superannuation;
- d. taxation rules applying to various payments; and
- e. the availability of assistance up to a maximum amount of \$400 for career and financial counselling.

Period of Notice

- 88.11 Where an excess employee accepts a voluntary redundancy, the Chief Executive (or Delegate) can terminate the employee's employment under section 29 of the PS Act on the grounds that the employee is excess to the requirements of AFSA. The period of notice will be 4 weeks (or 5 weeks for staff over 45 years of age with at least 5 years of continuous service).
- 88.12 Where an employee's employment is terminated, at the beginning of, or within the notice period, they will receive payment in lieu of notice for the unexpired portion of the notice period.

Redundancy Benefit

- 88.13 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 requirements, is entitled to be paid a sum equal to 2 weeks' salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the NES.
- 88.14 The minimum sum payable will be 4 weeks' salary and the maximum 48 weeks' salary.
- 88.15 The redundancy benefit will be calculated on a pro-rata basis for any periods where the employee has worked part-time hours during their period of continuous service and has less than 24 years' full-time continuous service, subject to any minimum amount the employee is entitled to under the NES.
- 88.16 Subject to clauses 88.17 to 88.19, service for redundancy pay purposes means:
- a. service in AFSA;
 - b. Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - c. service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth has a controlling interest) which is recognised for long service leave purposes;
 - d. service with the Australian Defence Forces;
 - e. APS service immediately preceding deemed resignation if the service has not been recognised for redundancy pay purposes; and
 - f. service in another organisation where the employee was transferred from the APS to that organisation with a transfer of function or the staff member 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.

- 88.17 For earlier periods of service to count, there must be no breaks between the periods of service, except where:
- the break 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
 - 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.
- 88.18 Any period of service which ceased:
- by way of termination under section 29 of the PS Act;
 - prior to the commencement of the PS Act, by way of redundancy; retirement on grounds of invalidity; inefficiency or loss of qualifications; forfeiture of office; dismissal; termination of probationary appointment for reasons of unsatisfactory service;
 - by way of voluntary retirement at or above the minimum retiring age that is applicable to the employee; or
 - where they receive an employer financed retirement benefit;
- will not count as service for redundancy pay purposes.
- 88.19 Absences from work which do not count as service for any purpose will not count as service for redundancy pay purposes.

Rate of Payment – Redundancy Benefit

- 88.20 For the purpose of calculation of entitlements under clause 88.12, salary will include:
- the employee's substantive salary;
 - the salary of a higher level position, where the employee has been performing work at a higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination of employment; and
 - other 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.

Retention Periods

- 88.21 An employee will not be involuntarily terminated until the following retention periods have elapsed:
- 13 months where the employee has 20 or more years of service or is over 45 years of age; or
 - 7 months for others.
- 88.22 If an employee is entitled to a redundancy payment under the NES, the retention period at clause 88.21 will be reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this sub-clause).
- 88.23 The retention period will commence on the day the employee is advised in writing by the Chief Executive (or Delegate) that they are an excess employee.
- 88.24 The retention period will be extended by any periods of certified sick leave taken during the retention period.
- 88.25 During the retention period the employee's manager:
- will continue to take reasonable steps to find suitable alternative employment for the employee;
 - may refer the employee to a redeployment service provider; and/or
 - may with 4 weeks' notice, reduce an excess employee's classification as a means of securing alternative employment for the excess individual.

- 88.26 Where an excess employee is reduced in classification before the end of the appropriate retention period, they will continue to be paid at their previous level for the balance of the retention period.
- 88.27 During the retention period, the employee:
- a. will take reasonable steps to find alternative employment; and
 - b. actively participate in learning and development activities, trial placements or other arrangements agreed to, to assist in obtaining a permanent placement.
- 88.28 The excess employee may be granted assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment.
- 88.29 Where the Chief Executive (or Delegate) is satisfied that there is insufficient productive work available for the employee within AFSA during the remainder of the retention period and that there are no reasonable redeployment prospects in the APS:
- a. the Chief Executive (or Delegate) may terminate the employee's employment under section 29 of the PS Act; and
 - b. upon termination, the employee will be paid a lump sum comprising:
 - the balance of the retention period (as shortened for the NES under clause 88.21) and this payment will be taken to include the payments in lieu of notice of termination of employment; plus
 - the employee's NES entitlement to redundancy pay.
- 88.30 Subject to clause 88.31, the Chief Executive (or Delegate) may terminate the employee's employment at the end of the retention period.
- 88.31 An excess employee will not be terminated involuntarily if they have not been invited to elect for voluntary redundancy, or if their election for voluntary redundancy has been refused.
- 88.32 An excess employee, with at least one year's service, will be given 4 weeks' notice (or 5 weeks for an individual over 45 years of age with at least 5 years of continuous service) that they are to be involuntarily terminated under section 29 of the PS Act on the grounds that the employee is excess to the requirements of AFSA.

Attachment 1 | Base Salaries

Base Salary Rates for APS and Executive Level Classifications

Classification	Salary Levels	As at 31 August 2023	From the later of commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026	Applicable Broadband
APS Level 1	1.1	\$50,940.89	\$52,979	\$54,992	\$57,497	APS 1-2 Broadband for AFSA Trainees
	1.2	\$52,650.63	\$54,757	\$56,838	\$58,770	
	1.3	\$54,078.05	\$56,241	\$58,378	\$60,363	
	1.4	\$56,302.09	\$58,554	\$60,779	\$62,845	
APS Level 2	2.1	\$57,652.88	\$59,959	\$62,237	\$64,353	
	2.2	\$59,236.68	\$61,606	\$63,947	\$66,121	
	2.3	\$61,584.57	\$64,048	\$66,482	\$68,742	
	2.4	\$63,929.31	\$66,486	\$69,012	\$71,358	
APS Level 3	3.1	\$65,666.35	\$68,293	\$70,888	\$73,298	APS 3-5 Broadband for AFSA Graduates
	3.2	\$67,369.80	\$70,065	\$72,727	\$75,200	
	3.3	\$69,082.70	\$71,846	\$74,576	\$77,112	
	3.4	\$70,871.17	\$73,706	\$76,507	\$79,108	
APS Level 4	4.1	\$73,186.52	\$76,114	\$79,006	\$81,692	
	4.2	\$75,511.32	\$78,532	\$81,516	\$84,288	
	4.3	\$77,477.16	\$80,576	\$83,638	\$86,482	
	4.4	\$79,461.89	\$82,640	\$85,780	\$88,697	
APS Level 5	5.1	\$81,631.35	\$84,897	\$88,123	\$91,119	
	5.2	\$84,187.06	\$87,555	\$90,882	\$93,972	
	5.3	\$86,556.99	\$90,019	\$93,440	\$96,617	
	5.4	\$88,162.83	\$91,689	\$95,173	\$98,409	
APS Level 6	6.1	\$90,357.48	\$93,972	\$97,543	\$100,859	Not applicable
	6.2	\$92,833.42	\$96,547	\$100,216	\$103,623	
	6.3	\$97,499.81	\$101,400	\$105,253	\$108,832	
	6.4	\$101,277.21	\$105,328	\$109,330	\$113,047	
Executive Level 1	EL1.1	\$107,642.85	\$111,949	\$116,203	\$121,755	
	EL1.2	\$113,023.99	\$117,545	\$122,012	\$126,160	
	EL1.3	\$122,046.10	\$126,928	\$131,751	\$136,231	
	EL1.4	\$126,713.54	\$131,782	\$136,790	\$141,441	
Executive Level 2	EL2.1	\$130,357.64	\$135,572	\$140,724	\$145,509	
	EL2.2	\$137,522.01	\$143,023	\$148,458	\$153,506	
	EL2.3	\$147,789.95	\$153,702	\$159,543	\$164,967	
	EL2.4	\$154,287.84	\$160,459	\$166,556	\$172,219	

Attachment 2 | Employment Types

A. Casual (irregular or intermittent) Employment

1. A casual (irregular or intermittent) employee is defined in the definitions section.
2. A decision to expand the use of casual employees is subject to clause 82 of this Agreement.
3. AFSA will regularly review the working arrangements of casuals 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.
4. Remuneration for casual employees shall be 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.
5. 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 (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.
6. A casual employee shall be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
7. A casual employee who is eligible for a workplace responsibility allowance will be paid the full amount.
8. A casual employee that works in excess of 36 hours and 45 minutes in a week will be paid overtime as set out in clause 42. The casual loading set out in clause A(5) is not paid for overtime.

B. AFSA Trainees

1. An employee recruited as an AFSA Trainee must complete an appropriate qualification from the Public Sector Training Package, or an alternative program, approved by the Chief Executive (or Delegate).
2. An AFSA Trainee will be paid at the classification of APS Level 1 while undertaking the traineeship or program.
3. If the Chief Executive (or Delegate) is satisfied that the employee has successfully completed the traineeship or program, the Chief Executive (or Delegate) will assign duties to the employee at the classification of APS Level 1 or APS Level 2.
4. Employees recruited as AFSA Trainees who have successfully completed the traineeship or program, will be eligible to progress from an APS Level 1 to an APS Level 2 classification subject to:
 - assessment of satisfactory performance;
 - possession of necessary skills and proficiencies; and
 - work availability.
5. Advancement may involve progression of more than one pay point at a time.

C. AFSA Graduates

1. An employee engaged as an AFSA Graduate will commence at the APS Level 3 classification and be eligible to progress to an APS Level 5 classification subject to:
 - successful program completion;
 - assessment of satisfactory performance;
 - possession of necessary skills and proficiencies; and
 - work availability.

D. Shift Workers

1. The provisions of this clause apply to employees who are formally designated as Shift Workers.
2. A Shift Worker will be entitled to the specified shift penalties for all ordinary hours worked by the Shift Worker during the following periods:
 - a. if any part of the shift falls between 7.00 pm and 7.00 am Monday to Friday – 15 per cent loading
 - b. on a Saturday – 50 per cent loading
 - c. on a Sunday – 100 per cent loading, and
 - d. on a Public Holiday – 150 per cent loading.
3. A Shift Worker at APS Level 1 or 2 will be subject to shift work penalties at 30 per cent loading for rostered and performed ordinary duties, where those duties are performed in shifts that:
 - a. fall wholly within the period 6.00 pm to 8.00 am, and
 - b. are worked for a period exceeding four weeks (continuous night shifts).
4. The rostered hours of a Shift Worker may be changed:
 - a. by agreement between the employee and their manager or
 - b. by the employee's manager providing at least seven days' notice of the change, unless notice is not possible because of the sickness or unanticipated absence of another employee.
5. Shift Workers will be able to exchange shifts or rostered days off by mutual agreement and with the agreement of their manager, provided the arrangement does not give any employee an entitlement to overtime.
6. Except at the regular change-over of shifts, a Shift Worker should not be required to work more than one shift in 24 hours.
7. An employee covered by this clause D, who is subject to a 7-day roster, and who is not rostered on a public holiday, is entitled to receive payment at the base hourly rate of their classification as set in this Agreement for one day in lieu of the public holiday. For a part-time employee this payment will be on a pro-rata basis.
8. An employee covered by this clause D, who is not rostered to work on the days between Christmas Day and New Year's Day that are not weekends or public holidays, is entitled to receive payment at the base hourly rate of their classification as set in this Agreement as if these days were public holidays. For a part-time employee this payment will be on a pro-rata basis.
9. Where a public holiday falls during a period, when an employee covered by this clause is on annual or paid personal leave, and the employee:
 - a. is subject to a 7-day roster; or
 - b. is subject to a set roster, and the public holiday falls on a day they would normally work;the period of the public holiday is not deducted from the annual or paid personal leave entitlement.

Overtime for Shift Workers

10. An employee who is designated as a Shift Worker is entitled to payment of overtime, or time off in lieu, when directed to work:
 - a. in excess of 10 hours on any day that they are rostered to perform ordinary hours;
 - b. on a day that the employee is not rostered to perform ordinary hours; or
 - c. in excess of their ordinary hours over their regular cycle of shifts.
11. The overtime rate payable to employees covered by this clause are as follows:
 - a. Monday to Friday - time and half for the first 3 hours and double time after that; and
 - b. Saturday and Sunday - double time; and
 - c. Public Holidays - double time and a half.

Attachment 3 | Supported Wage System

Purpose

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

Definitions

2. In this attachment:
 - **Approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
 - **Assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.
 - **Disability Support Pension** means the Commonwealth Government pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991 (Cth)*, as amended from time to time, or any successor to that scheme.
 - **Relevant minimum wage** means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged.
 - **Supported Wage System (SWS)** means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the JobAccess website (www.jobaccess.gov.au).
 - **SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

Eligibility criteria

3. Employees covered by this attachment will be those who are unable to perform the range of duties to the competence level required within the classification for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
4. The attachment does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

Supported wage rates

5. Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Table 1: Applicable percentage of relevant minimum wage paid to applicable employees

Assessed capacity	% of Agreement rate
10 per cent	10 per cent
20 per cent	20 per cent
30 per cent	30 per cent
40 per cent	40 per cent
50 per cent	50 per cent
60 per cent	60 per cent
70 per cent	70 per cent
80 per cent	80 per cent
90 per cent	90 per cent

6. Provided that the minimum amount payable to an employee to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.

7. Where an employee's assessed capacity is 10 per cent, they must receive a high degree of assistance and support.

Assessment of capacity

8. For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.
9. Assessment made under this attachment must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the FW Act.

Lodgement of SWS wage assessment agreement

10. All SWS wage assessment agreements under the conditions of this attachment, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.
11. All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the wage assessment agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

Review of assessment

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

Other terms and conditions of employment

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

Workplace adjustment

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

Trial period

15. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this attachment for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
16. During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
17. The minimum amount payable to the employee during the Trial Period must be no less than the current weekly rate, as determined by the Fair Work Commission.
18. Work trials should include induction or training as appropriate to the job being trialled.
19. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under this clause 8 and 9 on assessment of capacity.

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2024/604

Section 185 - Application for approval of a single enterprise agreement

Applicant: Commonwealth of Australia as represented by the Australian Financial Security Authority

I, Annie Ryan, Chief Operating Officer, on behalf of the Commonwealth of Australia as represented by the Australian Financial Security Authority (**AFSA**) give the following undertakings pursuant section 190 of the *Fair Work Act 2009* (Cth) with respect to the *Australian Financial Security Authority Enterprise Agreement 2024-2027* (**Agreement**):

1. For the purposes of clauses 37.3, 38.2, 42.3 and 45.3 of the Agreement, the part-time work agreement setting out an employee's agreed part time hours will be issued before the part-time arrangement commences and will include:
 - a. the ordinary hours the employee will work each week; and
 - b. the pattern of hours to be worked, including starting and finishing times for employees other than shift workers, on each or any day of the week, within the bandwidth. The pattern of hours will provide for no less than three hours per day, or an alternative period agreed.
2. If, during a four-week settlement period, an APS Level 1 employee temporarily occupies a role acting at a higher classification level for which they are not entitled to receive higher duties allowance, the AFSA will:
 - a. at the end of that settlement period, conduct a reconciliation between the amount the employee would have been entitled to be paid under the *Australian Public Service Enterprise Award 2015* (**APS Award**) and the amount they are entitled to under the Agreement for that period; and
 - b. if there is any shortfall between the amount the employee is entitled to be paid under the Agreement and the amount that would have been paid to the employee under the APS Award, pay the employee the amount of that shortfall plus \$5.00 in the next pay period.



Annie Ryan
Chief Operating Officer
20 March 2024