



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Commonwealth of Australia, as represented by Services Australia
(AG2024/695)

SERVICES AUSTRALIA ENTERPRISE AGREEMENT 2024-2027

Commonwealth employment

DEPUTY PRESIDENT COLMAN

MELBOURNE, 27 MARCH 2024

Application for approval of the Services Australia Enterprise Agreement 2024-2027

[1] The Commonwealth of Australia, as represented by Services Australia, has applied under s 185 of the *Fair Work Act 2009* (the Act) for approval of an enterprise agreement, the *Services Australia Enterprise Agreement 2024-2027* (Agreement).

[2] An employee bargaining representative, Peter McAndrew, lodged an F18A declaration in which he advised the Commission that he did not support the approval of the Agreement. Mr McAndrew contended that the Agreement could not be approved by the Commission and advanced two principal grounds which were addressed in some detail in the F18A declaration, and were also the subject of oral submissions at the hearing of the application.

[3] First, Mr McAndrew contended that the Agreement had not been genuinely agreed to by the employees covered by the Agreement, and that the approval requirement in s 186(2)(a) of the Act was not satisfied. In paragraphs 1 to 12 of section 5 of the declaration, he variously contended that the Australian Public Service Commission (APSC), which was initially involved in enterprise bargaining on behalf of a number of Commonwealth agencies including Services Australia, had misrepresented to employees the level of support for the proposed agreement and the significance of certain common benefits that would be provided to employees of the relevant agencies, and that it had suggested that certain conditions would be maintained when later they were removed. He said that both the APSC and Services Australia had told employees that no better offer was possible and that this was not the case because revised offers were later made. He said that employees had also been told that they had received the largest pay offer in ten years and that this was true in absolute terms but misleading in real terms once inflation was considered.

[4] In paragraphs 9 to 19 of section 5 of his F18A, Mr McAndrew contended that neither the APSC nor Services Australia had bargained in good faith. In particular, he said that Services Australia had favoured union bargaining representatives over individual ones like him, including by scheduling bargaining meetings on days that individual bargaining representatives were not scheduled to work, by not providing recordings of meetings to representatives who

were unable to attend, by only holding one meeting with him and not conducting a follow-up meeting, and by not responding to his feedback in a timely manner. Mr McAndrew contended that because of these matters, the Commission could not be satisfied that the Agreement had been genuinely agreed to by the employees covered by the Agreement.

[5] Mr McAndrew's arguments in support of his contention that the Agreement was not genuinely agreed to by employees are essentially twofold. First, he submits that there could be no genuine agreement because the employer and its representative did not bargain in good faith. Secondly, he submits that the Agreement could not have been genuinely agreed to because of the alleged misrepresentations made to employees. As to the first matter, it has not been established in these proceedings that the employer or its bargaining representative failed to meet the good faith bargaining requirements of the Act. But even if it had been, it would not follow that the Agreement had not been genuinely agreed to by employees. Mr McAndrew did not agree with the manner in which bargaining took place but this does not engage any of the approval requirements in the Act. If a bargaining representative is concerned that another bargaining representative is not meeting the good faith bargaining requirements, the appropriate course is to give written notice of the concern to the relevant party and, if the concern is not addressed, to seek orders from the Commission pursuant to s 230 of the Act.

[6] As to the second matter, I do not accept that employees were misled about the content or effect of the Agreement. Based on the detailed information provided by Services Australia in its F17A declaration, and the extensive explanatory and other material that it provided to employees and which was attached to the declaration, I am satisfied that the employer took all reasonable steps to ensure that the terms of the Agreement and the effect of those terms was explained to employees, as required by s 180(5) of the Act. I note that Mr McAndrew's contention that employees had been misled in various ways was not shared by the other bargaining representatives who attended the hearing. The Community and Public Sector Union (CPSU), Robert Green and Marc Davis all supported Services Australia's application for approval of the Agreement, and the CPSU specifically submitted that in the opinion of the union the Agreement had been genuinely agreed to by employees. Based on all of the information before the Commission, including the materials that have been filed and the oral submissions at the hearing, I am satisfied that the Agreement was genuinely agreed to by the employees covered by the Agreement.

[7] Mr McAndrew advanced several other arguments. He contended that employees were 'coerced' into accepting the proposed Agreement because the vote was timed to take place close to the threshold date for certain payments, and because Services Australia had told employees that they were unable to improve the pay offer. He also said that Services Australia had not yet prepared various policies that are referred to in the Agreement and contended that these should have been written prior to the vote. I reject these contentions. Neither of the first two matters amounts to coercion. As to the third matter, the fact that an agreement refers to a policy that has not yet been drafted is not suggestive of a lack of genuine agreement. (In some cases, reference to undrafted policies might present BOOT concerns, but not in the present case). None of these matters casts doubt on the genuineness of employees' agreement.

[8] The second principal contention made by Mr McAndrew, at paragraphs 1 to 12 in section 9 of his declaration and also in section 7, was that the Agreement did not pass the 'better off overall test' (BOOT) against the *Australian Public Service Enterprise Award 2015* (Award). He referred to a number of respects in which the Agreement was said to be less favourable to employees than the terms of the Award, including in relation to various allowances. However,

the fact is that the Agreement provides employees with many terms of employment that are substantially more beneficial than those in the Award, including significantly higher salaries and employer superannuation contributions, as well as enhanced entitlements to leave. In my opinion, these terms easily outweigh the provisions which, in certain respects, are less beneficial to employees than those in the Award. Mr McAndrew submitted a model of an employee required to serve jury duty on a 27-day trial which showed the employee receiving less remuneration under the Agreement for that year than would be the case under the Award. But the model did not account for the Agreement's higher superannuation, greater leave entitlements, and other enhanced benefits vis-à-vis the Award, or the higher net pay under the Agreement in other years when no jury service is required.

[9] In my assessment, each award covered employee and each reasonably foreseeable employee will be better off overall under the Agreement than under the Award. I am satisfied that the Agreement passes the BOOT. I have reached this conclusion having undertaken the global assessment required by s 193A(2), and having considered the views of Services Australia and those bargaining representatives that have expressed a view about the BOOT (see s 193A(3)). I note that s 193A(4) requires that the Commission give '*primary consideration to a common view*' on the BOOT that has been expressed by the employer and a bargaining representative that is an employee organisation, that is, a union bargaining representative. In this case, the employer and the union have a common view about the BOOT, which is that the Agreement passes the BOOT. I give primary consideration to this view. But even in the absence of this common view, I would have been comfortably satisfied that the Agreement passed the BOOT.

[10] Mr McAndrew suggested that the Agreement might contain provisions that were inconsistent with the National Employment Standards (NES), such that the requirement of s 186(2)(c) of the Act was not met. I disagree that there are any such provisions. But in any event, clause A5 of the Agreement contains a '*NES precedence clause*' which makes clear that the Agreement is intended to apply in a manner that does not derogate from the NES, and that the NES will continue to apply to the extent that any term of the Agreement is detrimental to an employee in any respect when compared to the NES. Mr McAndrew suggested that this might entail some disability by placing an onus on employees to establish any detriment for the purpose of clause A5 before gaining access to NES entitlements. I do not consider there to be any onus or disability associated with the clause. The position is not fundamentally different from a situation in which an employee might contend that an employer policy or practice, unrelated to an enterprise agreement, was in some way inconsistent with the NES. The fact that disagreements might sometimes arise about the application of the NES precedence clause in particular circumstances is not an impediment to the approval of the Agreement.

[11] Mr McAndrew also submitted that Services Australia had issued a notice of employee representational rights (NERR) which identified the employees to be covered as all non-senior executive service employees, and said that this did not match the coverage of the Agreement. He contended that bargaining for a new agreement had therefore not properly commenced, with the consequence that the Agreement could not now be approved. This is not the case. There is no deficiency in the NERR that was issued to employees, nor is there any irregularity associated with the scope of the Agreement with reference to that document. The NERR stated that the proposed agreement would apply to employees employed in Services Australia under the *Public Service Act 1999* except for senior executive service employees. Clause A2.1(b)(i) of the Agreement states that the Agreement covers employees employed under the *Public Service Act* other than senior executive service employees and certain medical officers. The coverage of the

Agreement is therefore somewhat narrower than the scope of the NERR, as the NERR did not refer to the exclusion of the medical officers. Where the scope of an enterprise agreement is broader than that of the NERR, it may be that some employees will not have received the NERR, contrary to s 173 of the Act. But it is perfectly acceptable for the scope of the negotiated agreement to be narrower than the NERR.

Conclusion

[12] I am satisfied that all of the approval requirements in ss 186 and 187 have been met. The Commission is therefore required to approve the Agreement. The CPSU has given notice under s 183 that it wants the Agreement to cover it. As required by s 201(2), I note that the Agreement covers the CPSU. The Agreement was approved on 27 March 2024 and will operate from 3 April 2024.



DEPUTY PRESIDENT

Hearing details:

2024
Melbourne (by telephone to Canberra)
25 March

Appearances:

P. Vane-Tempest for Services Australia
A. Tandel for the CPSU
P. McAndrew, employee bargaining representative
R. Green, employee bargaining representative
M. Davis, employee bargaining representative

Printed by authority of the Commonwealth Government Printer

<AE523957 PR772735>



Australian Government



Services
Australia

Services Australia

Enterprise Agreement 2024-2027

Contents

Part A – Technical Matters	8
A1 Title	8
A2 Parties to this Agreement	8
A3 Operation of this Agreement.....	8
A4 Delegations.....	8
A5 National Employment Standards (NES) precedence.....	8
A6 Closed comprehensive agreement	8
A7 Individual Flexibility Arrangements	9
A8 Definitions	10
A9 Transitional arrangements	13
Part B – Employment Types	15
B1 Job Security	15
B2 Casual employment.....	15
B3 Non-ongoing employment.....	17
Part C – Remuneration.....	18
C1 Payment of salary	18
C2 Salary setting	19
C3 Salary increases	20
C4 Salary advancement.....	21
C5 Superannuation	22
C6 Salary sacrifice	22
C7 Overpayments	23
C8 Job streams	23
C9 Supported wage system	24
Part D – Allowances	27
D1 Temporary higher duties at the non-SES level	27
D2 Temporary higher duties at the SES level	29
D3 Workplace responsibility allowances and rates	29
D4 First Aid Officer (FAO) allowance	30
D5 Emergency Warden and Chief Warden allowance	30
D6 Health and Safety Representative (HSR) allowance	30
D7 Harassment Contact Officer (HCO) allowance	30
D8 Mental Health First Aid Officer (MHFAO) allowance	30

D9	Staff Security Contact Officer allowance	30
D10	Departmental Liaison Officer allowance	31
D11	Field work allowance	31
D12	Office disturbance allowance	31
D13	Overtime meal allowance	31
D14	Motor vehicle allowance	32
D15	Remote localities assistance	32
D16	Loss of or damage to personal items.....	33
D17	School holiday care allowance	33
D18	Office relocations within a city	34
D19	Community Language Allowance	34
D20	Allowance recognition.....	35
Part E – Classifications and Broadbands.....		36
E1	Work level standards	36
E2	Classification structure.....	36
E3	Entry Level Programs	36
E4	Apprentices.....	37
E5	Digital Traineeships	37
E6	Cadets (APS).....	38
E7	Digital and Data Cadets.....	39
E8	Graduates	39
E9	Advancement within broadbands.....	39
Part F – Hours of Work and Flexible Arrangements		42
F1	Hours of service delivery	42
F2	General attendance	42
F3	Bandwidth	42
F4	Full-time employees.....	42
F5	Part-time employees.....	43
F6	Job sharing	43
F7	Negotiation of working hours	43
F8	Rosters	44
F9	Flex time	46
F10	Flexible arrangements for EL employees	47
F11	Overtime	48
F12	Emergency duty (Overtime without prior notice).....	50

F13	Restriction duty	50
F14	Shift work	51
F15	Legacy shift provisions	53
F16	Excess travel time.....	54
F17	Flexible working arrangements.....	54
	<i>Requesting formal flexible working arrangements.....</i>	<i>55</i>
	<i>Varying, pausing or terminating formal flexible working arrangements.....</i>	<i>56</i>
	<i>Working from home</i>	<i>57</i>
	<i>Ad hoc arrangements.....</i>	<i>57</i>
	<i>Altering span of hours</i>	<i>57</i>
F18	Christmas closedown and reduced activity period.....	57
F19	Public holidays	58
F20	APS holiday	59
Part G	– Leave	60
G1	General leave provisions	60
G2	Accrual of annual leave	61
G3	Grants of annual leave.....	61
G4	Excess annual leave credits	62
G5	Cash out of annual leave	62
G6	Purchased leave	63
G7	Accrual of personal/carer's leave.....	63
G8	Accessing personal/carer's leave	64
G9	Defence Service Sick Leave.....	65
G10	Longer-term caring leave.....	66
G11	Portability of leave	66
G12	Long service leave.....	66
G13	Miscellaneous leave	67
G14	NAIDOC Leave	67
G15	First Nations Ceremonial Leave	67
G16	Cultural Leave.....	67
G17	Parental leave.....	67
G18	Adoption and long-term foster care leave.....	69
G19	Stillbirth, pregnancy loss and premature birth	69
G20	Return to work after parental leave.....	69
G21	Compassionate leave	70
G22	Bereavement leave.....	70

G23	Sabbatical leave	71
G24	Emergency response leave	71
G25	Jury duty	71
G26	Defence reservist leave	72
G27	Leave for emergency management situations.....	72
G28	Leave to attend proceedings (Witness leave).....	72
G29	Leave to represent Australia.....	73
G30	Temporary office closure	73
G31	Special leave	73
G32	Early support leave	73
G33	Leave to accompany partners on Commonwealth postings	73
G34	Leave for approved outside employment.....	73
G35	Campaign leave.....	73
G36	Unauthorised absence.....	73
G37	Payment in lieu of leave entitlements on death of employee or separation.....	74
G38	Preservation of accrued entitlements	74
Part H – Employee Support and Workplace Culture.....		75
H1	Integrity in the APS	75
H2	Respect at work	75
H3	Workloads.....	75
H4	Employee Assistance Program (EAP)	75
H5	Family and domestic violence support.....	76
H6	Care advice service	77
H7	Lactation and breastfeeding support	77
H8	Blood donation.....	78
H9	Vaccinations	78
H10	Emergency management situations	78
H11	Disaster support.....	78
H12	Health insurance discount	79
H13	Employee identification.....	79
H14	Uniforms	79
H15	Public transport.....	79
H16	Commonwealth dwellings – rental contribution	79
Part I – Performance and Development.....		80
I1	Learning and development	80

I2	Studies assistance	80
I3	Professional reimbursement	81
I4	First Nations cultural competency training	81
I5	Call monitoring	81
I6	Purpose of performance management	81
I7	Principles of performance management	82
I8	Performance cycle	82
I9	Performance process	82
I10	Support plan	83
I11	Formal performance assessment	84
Part J – Travel and Location-Based Conditions		86
J1	Additional expenses incurred on official business	86
J2	Travel allowances	86
J3	Travel expenses, fares and travel time	86
J4	Reviewed rate of travel allowance	87
J5	Overseas travel	88
J6	Relocation	88
J7	Remote localities	90
Part K – Consultation, Representation and Dispute Resolution		96
K1	Consultation	96
K2	National Consultative Committee	99
K3	APS consultative committee	99
K4	Dispute resolution	99
K5	Employee representation rights	101
K6	Delegates' rights	101
Part L – Separation and Retention		103
L1	Resignation	103
L2	Notice of termination	103
L3	Definition of excess employee and application	103
L4	Preventing excess employee situations	104
L5	Consultation with affected employees	104
L6	Voluntary retrenchment	104
L7	Redundancy benefit	105
L8	Rate of payment for redundancy benefit	105
L9	Notice of excess employee termination	105

L10	Retention period	106
L11	Involuntary termination of employment at the end of the retention period.....	107
L12	Service for redundancy pay purposes	107
Part M – Signatories	109

Part A – Technical Matters

A1 Title

A1.1 This Agreement will be known as the *Services Australia Enterprise Agreement 2024-2027*.

A1.2 Throughout this document, it will be referred to as “this Agreement”.

A2 Parties to this Agreement

A2.1 This Agreement covers:

- (a) the Agency Head, for and on behalf of the Commonwealth of Australia as the employer;
- (b) all employees in the agency employed under the PS Act other than:
 - (i) Senior Executive Service employees or equivalent; and
 - (ii) employees with the classification of Medical Officer 2, Medical Officer 3 or Medical Officer 4, and
- (c) subject to notice being given in accordance with section 183 of the FW Act, and the following employee organisation/s which were a bargaining representative for this Agreement:
 - (i) the Community and Public Sector Union (CPSU).

A3 Operation of this Agreement

A3.1 This Agreement will commence operation 7 days after approval by the Fair Work Commission.

A3.2 This Agreement will nominally expire on 28 February 2027.

A4 Delegations

A4.1 The Agency Head may delegate to or authorise any person to perform any or all of the Agency Head’s powers or functions under this Agreement, including the power of delegation, and may do so subject to conditions.

A4.2 Delegation and authorisation instruments will be published on the agency’s intranet pages as soon as practicable after being signed by the Agency Head or their Delegate.

A5 National Employment Standards (NES) precedence

A5.1 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 the agency in any respect when compared with the NES.

A6 Closed comprehensive agreement

A6.1 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.

A6.2 This Agreement will be supported by policies and guidelines, as implemented and varied from time to time.

A6.3 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.

A7 Individual Flexibility Arrangements

A7.1 The agency and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- (a) the arrangement deals with one or more of the following matters:

- (i) arrangements about when work is performed;
- (ii) overtime rates;
- (iii) penalty rates;
- (iv) allowances;
- (v) remuneration;
- (vi) leave and leave loading; and
- (b) the arrangement meets the genuine needs of the agency and employee in relation to one or more of the matters mentioned in paragraph A7.1(a); and
- (c) the arrangement is genuinely agreed to by the agency and employee.

A7.2 The agency must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the FW Act;
- (b) are not unlawful terms under section 194 of the FW Act; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

A7.3 The agency must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the name of the agency and employee;
- (c) is signed by the agency and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms;
 - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

A7.4 The agency must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

A7.5 The agency or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the agency and employee agree in writing – at any time.

A7.6 The agency and employee are to review the individual flexibility arrangement at least every 12 months.

A8 Definitions

The following definitions apply to this Agreement:

Term	Definition
APS Agency	means an agency whose employees are employed under the PS Act, including an agency as defined in section 7 of the PS Act whose employees are employed under that Act.

Term	Definition
The agency	means Services Australia.
Agency Head	means the Chief Executive Officer of Services Australia or the Chief Executive Officer's delegate.
Agreement	means the <i>Services Australia Enterprise Agreement 2024–2027</i> .
APS	means the Australian Public Service.
APS consultative committee	means the committee established by the APS Commissioner to consider matters pertaining to the (APS) employment relationship, and of interest to the APS as a whole.
Australian Defence Force Cadets	means the Australian Navy Cadets, Australian Army Cadets or the Australian Air Force Cadets.
Bandwidth	means the span of hours during which an employee can perform ordinary hours.
Broadband	refers to the allocation of more than one approved classification by the Agency Head 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)	means an employee engaged under section 22(2)(c) of the PS Act who: <ul style="list-style-type: none"> a. is a casual employee as defined by the FW Act; and b. works on an irregular or intermittent basis.
Classification or classification level	means the approved classifications as set out in rule 5 of the <i>Public Service Classification Rules 2000</i> .
Child	means a biological child, adopted child, foster child, step child, or ward.
De facto partner	means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee.
Delegate	means someone to whom a power or function has been delegated.
Dependant	means 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.
Employee	means an employee of the Commonwealth engaged under section 22(2) of the PS Act who is covered by this Agreement (whether full-time, part-time or casual, ongoing or non-ongoing).
Employee representative	means a person (whether an employee or not) elected or chosen by an employee, or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this Agreement.
Entry Level Program	means an Entry Level Program outlined in clause E3.
Family	means: <ul 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 - 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.

Term	Definition
Family & Domestic Violence	has the same meaning as in Section 106B(2) of the FW Act.
Full-time employee	means an employee employed to work an average of 37 hours and 30 minutes per week in accordance with this Agreement.
FW Act	means the <i>Fair Work Act 2009</i> as amended from time to time.
Household member	means a person, other than an immediate family member, who is residing in the employee's household at the time of the relevant illness, injury, emergency or death.
Lactation break	means a break provided for breastfeeding, expressing milk or any other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Agreement.
Leave management plan	means a plan that is agreed between an employee and their supervisor that outlines the timeframe/s and method by which the employee will reduce their annual leave credits where they have excess annual leave credits (G4 Excess Annual Leave Credits). This may include access to periodic annual leave or where an employee has accrued annual leave for a specific purpose within a reasonable period, such as an extended break.
Legacy Location	means a location listed in Table J2 (Legacy Locations) of clause J7 (Remote localities).
Manager	means the supervisor(s) of an employee's direct supervisor.
ML Act	means the <i>Maternity Leave (Commonwealth Employees) Act 1973</i> as amended from time to time, and any successor legislation.
Non-ongoing employee	means an employee engaged for a specific term or for the duration of a specified task in accordance with section 22(2)(b) of the PS Act, consistent with the FW Act.
NES	means the National Employment Standards at Part 2-2 of the FW Act.
Ongoing employee	means an employee engaged under section 22(2)(a) of the PS Act.
Ordinary hours, duty or work	means an employee's usual hours worked in accordance with this Agreement and does not include additional hours.
Parent	means a biological parent, step-parent, adoptive parent, guardian or former guardian, foster parent or former foster parent of the employee or the employee's partner.
Parliamentary Services	means employment under the <i>Parliamentary Service Act 1999</i> .
Partner	means a spouse, former spouse, de facto or former de facto partner.
Part-time employee	means an employee employed to work less than an average of 37 hours 30 minutes per week in accordance with this Agreement.
Pattern of ordinary hours	means an arrangement or agreement between an employee and their direct supervisor to allow an employee to work their full-time hours in a specified pattern over the 4-week settlement period.
Performed duties	means having been present at work and performing duties as required. This definition may be amended by the Agency Head on a case-by-case basis to take into account an employee who is seconded to another organisation (that is, where the employee is paid by the agency, but undertakes duties for another organisation).
Previous Instrument	means the instrument that applied to an employee immediately preceding the commencement of this Agreement, being the <i>Department of Human Services Agreement 2017-2020</i> (as adopted by the <i>Public Service (Terms and Conditions of Employment) (Services Australia – Non-SES Employees) Determination 2020</i>).
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

Term	Definition
	responsibility for a child who is born to them, or who is adopted or in long-term foster care as per clause G18.
Public Service Act / PS Act	means the <i>Public Service Act 1999</i> as amended from time to time.
Qualifying service	has the same meaning as “service for redundancy pay purposes”.
Regular Hours Agreement	means a formal agreement between an employee and their supervisor that allows an employee to perform their ordinary hours in a specified pattern over a settlement period, consistent with subclause F7.11.
Relevant employee	means an affected employee.
Secondary caregiver	for the purposes of the parental leave clause means an employee, other than a pregnant employee or a 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 clause G18.
Settlement period	means a 4-week period during which an employee works their ordinary hours.
Supervisor	means an employee’s direct supervisor who is usually the person to whom an employee reports to on a day-to-day basis for work-related matters.
Undertaking official business in [a] temporary locality (in relation to travel)	includes: <ul style="list-style-type: none"> a. attending meetings, workshops, conferences, or other official activities that are the primary activity for which official travel is required; b. preparation for relevant activities; c. transit to and from work locations in the temporary locality; and d. time spent undertaking an employee’s ordinary duties in the temporary locality.
Usual place of work	means: <ul style="list-style-type: none"> a. the site (other than an employee's home) where an employee normally reports for duty; or b. one agreed office location within a group of sites where an employee is regularly rostered to report for duty; or c. an employee’s office, not their home, for the purposes of calculating allowances based on travel requirements. <p>A group of sites may be clustered, providing that cluster is reasonable in all circumstances.</p>

A9 Transitional arrangements

Personal/carer’s leave upon commencement

A9.1 Where an ongoing or non-ongoing employee:

- (a) commenced employment (and has not previously been engaged as an employee) in the APS within 12 months prior to the commencement of this Agreement and did not receive an initial credit of 18 days on commencement in accordance with subclause G7.5 for ongoing employees or subclause G7.7 for non-ongoing employees; or
- (b) was a casual employee immediately prior to becoming an ongoing or non-ongoing employee within 12 months prior to the commencement of this Agreement and there was no break in the continuity of the employee's service and did not receive an initial credit of 18 days on commencement in accordance with subclause G7.5 for ongoing employees or subclause G7.7 for non-ongoing employees

the Agency Head may grant an additional credit of up to 18 days personal/carer's leave (pro-rated for part-time employees and non-ongoing employees (based on their initial contract period)) so that the employee has an entitlement as if they had been provided the entitlement in accordance with subclause G7.5 for ongoing employees, and in accordance with subclause G7.7 for non-ongoing employees.

Performance management

- A9.2 An employee's Individual Performance Agreement up to and including the 2023-2024 performance cycle will be assessed under clause I4 of the Previous Instrument until that performance cycle is completed.
- A9.3 If, immediately prior to the commencement of this Agreement, an employee was undertaking a Back on Track process (BOT) under clause I5 of the Previous Instrument, the process will continue to be undertaken in accordance with clause I5 of the Previous Instrument until that process is completed.
- A9.4 If, at the completion of that BOT referred to in subclause A9.3, an employee has not attained and sustained a level of fully effective performance as defined in the Previous Instrument, the Formal Performance Counselling (FPC) process will be undertaken in accordance with clause I6 of the Previous Instrument.
- A9.5 If, immediately prior to the commencement of this Agreement, an employee was undertaking an FPC process under clause I6 of the Previous Instrument, the process will continue to be undertaken in accordance with clause I6 of the Previous Instrument until that process is completed.
- A9.6 If an employee's performance is assessed as below fully effective as defined in the Previous Instrument within 12 months of completing either a BOT or FPC process under clause I5 or I6 of the Previous Instrument, subclause I6.11 of the Previous Instrument will apply before 1 July 2024, and subclause I11.11 of this Agreement will apply from 1 July 2024.

Timing of commencement of additional matters

Performance management

- A9.7 Subclauses I9.8, I9.9, I10 and I11 of this Agreement will not take effect until the commencement of the 2024-25 performance cycle.
- A9.8 Between the commencement date of this Agreement and the commencement of the 2024-25 performance cycle, where an employee's supervisor identifies an employee's performance is below, and remains below, the standard of fully effective the employee will undertake a BOT process under clause I5 of the Previous Instrument.
- A9.9 If, at the completion of the BOT referred to in subclause A9.8, an employee has not attained and sustained a level of fully effective performance, the FPC process will be undertaken in accordance with clause I6 of the Previous Instrument.
- A9.10 If an employee's performance is assessed as below fully effective within 12 months of completing either a BOT or FPC process under clause I5 or I6 of the Previous Instrument, subclause I6.11 of the Previous Instrument will apply before 1 July 2024, and subclause I11.11 of this Agreement will apply from 1 July 2024.

Rehabilitation Consultant 2+ and Senior Rehabilitation Consultant

- A9.11 An employee who was employed in the classification of Rehabilitation Consultant 2+ (APS 6) or Senior Rehabilitation Consultant (APS 6) referred to in Table D – Professional Job Stream in the *Department of Human Services Agreement 2011-2014*:
- (a) on the date that CRS Australia ceased to operate on or about 1 March 2015; and
 - (b) immediately prior to the commencement of this Agreement,
- will retain this classification and will be entitled to the salary increases in accordance with clause C3 and as set out in subclause C8.2, Table C2 of this Agreement.
- A9.12 No further employees are to be engaged in the classifications referred to in subclause A9.11.

Community Language Allowance

- A9.13 An employee who, immediately prior to the commencement of this Agreement, was paid Rate 2 of the Community Language Allowance in accordance with subclause D7.2(b) of the Previous Instrument, but is not eligible for Rate 2 under clause D19 of this Agreement, will continue to receive that rate of Community Language Allowance, subject to the following:

- (a) the employee must continue to be eligible for Rate 2 of the Community Language Allowance in line with subclauses D7.1 and D7.2 of the Previous Instrument;
- (b) the allowance will be paid in accordance with subclauses D19.3 to D19.6 of this Agreement.

Part B – Employment Types

B1 Job Security

Commitment to ongoing employment and rebuilding APS capacity

- B1.1 The APS is a career-based public service. In its engagement decisions, the agency recognises that the usual basis for engagement is as an ongoing employee.

Reporting

- B1.2 The agency 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 the agency.

Pathways to permanency

- B1.3 The agency and the APS will comply with the casual conversion provision(s) of the FW Act. In addition, the agency recognises that a proactive approach, including regularly reviewing casual and non-ongoing arrangements, is both a fair and efficient approach to supporting ongoing employment as the usual form of employment.

B2 Casual employment

- B2.1 A casual (irregular or intermittent) employee is defined in clause A8.
- B2.2 A decision to expand the use of casual employees is subject to the consultation section of this Agreement at clause K1.
- B2.3 The agency 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 National Consultative Committee.
- B2.4 The following clauses of this Agreement do not apply to casual employees unless otherwise specified in this Part B: C1.1, C4, F1, F4, F5 to F10, F11.15, F12, F13, F14.4, F14.7, F14.8, F14.10 to F14.13, F15.5 to F15.6, Part G (other than G12, G13.4, G21, G22, G25, G37.1 and G37.3), H15, Part I (other than I3, I4, and I5), J7 (other than J7.5 to J7.7) and Part L.
- B2.5 Casual employees do not have access to any paid leave entitlements under this Agreement, unless otherwise provided in the relevant legislation or this Agreement.
- B2.6 Casual employees may access unpaid leave for the purposes of clauses G8, G10, G13.1, G15 to G19, G21, G22, G28, G30, and G35. Casual employees may be eligible for the re-crediting of relevant leave in accordance with subclauses G1.4 to G1.6. This subclause B2.6 does not restrict a casual employee's ability to access unpaid leave for purposes outlined in relevant legislation.
- B2.7 Casual employees may be absent without pay when they are not fit for work due to personal illness or injury in accordance with clause G8.
- B2.8 Casual employees may also access 2 days of unpaid carer's leave per occasion, consistent with the NES, in addition to long-term caring leave in accordance with clause G10.
- B2.9 Remuneration for casual employees shall be on an hourly basis. A casual employee shall receive a 25% loading on the base hourly rate of their classification as set out in this Agreement.
- B2.10 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.
- B2.11 The fortnightly payment for a casual employee will be calculated based on the hours of duty they have performed in the previous fortnight and paid by electronic funds transfer.
- B2.12 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.

- B2.13 Casual employees who perform duty outside the bandwidth, will be entitled to shift penalties in accordance with clause F14. Shift penalties will be paid in addition to the applicable casual loading at subclauses B2.9 and B2.15.
- B2.14 Casual employees who, during a shift, agree to extend their already agreed shift with a period of overtime continuous with their hours will be entitled to overtime payments in accordance with clause F11. Overtime will be paid in addition to the applicable casual loading at subclause B2.9.
- B2.15 Casual employees that work more than 37.5 hours between Monday and Friday in the same week, will receive:
- (a) their hourly rate of pay; plus
 - (b) their casual loading; plus
 - (c) a loading (calculated on their hourly rate of pay plus their casual loading) of 50% for the first 3 hours worked and 100% for any hours worked thereafter in excess of 37.5 hours between Monday and Friday in the same week.
- B2.16 Casual employees who are required to commence work on a day, and have not had at least 8 consecutive hours off duty between the time at which they commence work and the time at which they ceased performing duty on the previous day for which they were paid a loading set out in subclauses B2.9 to B2.15, will be entitled to a loading of 100% calculated on their hourly rate of pay plus their casual loading for the hours they work until they have 8 consecutive hours off duty.
- B2.17 Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), as varied from time to time, provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.
- B2.18 The principles of performance management outlined in clause I7 will apply to casual employees.
- B2.19 The statement of expectations for casual employees establishes the performance and behavioural expectations required of casual employees.
- B2.20 At any time where a casual employee is not meeting performance expectations, the employee will be provided with guidance and support to assist them to meet these expectations.
- B2.21 Casual employees will be eligible for an annual increase of 2.75% to their hourly rate of pay (that is, not including casual loading) on each anniversary of their placement on the temporary register of casual employees, where on that anniversary:
- (a) their performance is assessed as meeting requirements against the standards for their role as required by the agency;
 - (b) they have maintained their placement on the temporary register of casual employees for the previous 12 months; and
 - (c) they have performed duties at or above their classification for at least 675 hours in the previous 12 months.
- B2.22 The hourly rate of pay for a casual employee (excluding casual loading) will not exceed the maximum salary point for the relevant classification (calculated as an hourly rate).
- B2.23 Casual employees will be provided with adequate training to undertake their duties. Should a casual employee be required to undertake new or additional duties, further adequate training will be provided as required to enable the casual employee to undertake these new or additional duties.

B3 Non-ongoing employment

- B3.1 A non-ongoing employee is defined in clause A8.
- B3.2 Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees

under this Agreement's terms, except:

- (a) Purchased leave provisions at clause G6;
- (b) Personal/carer's leave accrual at subclauses G7.5 and G7.6;
- (c) Sabbatical leave provisions at clause G23;
- (d) the redundancy provisions at Part L, subject to subclause B3.3; and
- (e) other clauses as specified in Part I (Performance and development).

B3.3 If the non-ongoing employee's contract is not permitted by s333E of the FW Act, then the redundancy provisions at Part L will apply.

B3.4 If the redundancy provisions apply to an employee under subclause B3.3, the agency must adhere to the consultation section of this Agreement at clause K1 and where applicable, the consultation provisions in Part L.

Part C – Remuneration

C1 Payment of salary

- C1.1 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:

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

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.

- C1.2 Table C1 sets out the minimum and maximum salary levels for each classification level. During the term of this Agreement, the minimum and maximum salary levels for each classification level will be adjusted to reflect the general salary increases provided under clause C3.
- C1.3 Salaries will be paid in accordance with Table C1, subject to the job streams outlined in clause C8 and the Entry Level Programs outlined in clause E3.
- C1.4 In recognition of a common alignment date of the first full pay period on or after 1 March each year, the payments in Table C1 were calculated based on base salary rates as at 31 August 2023. This is to incorporate the general salary increases provided under subclause C3.1.

Table C1 – General Employment Stream

Classification	Salary levels	Salary bands as at 31 August 2023	Salary bands including first pay rise from the later of commencement of this Agreement or 14 March 2024	Salary bands from 13 March 2025	Salary bands from 12 March 2026
APS 1	Min.	\$51,471	\$53,530	\$55,564	\$57,497
APS 1	Max.	\$55,188	\$57,396	\$59,577	\$61,603
APS 2	Min.	\$57,517	\$59,818	\$62,091	\$64,202
APS 2	Max.	\$62,074	\$64,557	\$67,010	\$69,288
APS 3	Min.	\$63,760	\$66,310	\$68,830	\$71,170
APS 3	Max.	\$71,062	\$73,904	\$76,712	\$79,320
APS 4	Min.	\$71,063	\$73,906	\$76,714	\$79,322
APS 4	Max.	\$78,735	\$81,884	\$84,996	\$87,886
APS 5	Min.	\$79,257	\$82,427	\$85,559	\$88,834
APS 5	Max.	\$85,523	\$88,944	\$92,324	\$96,829
APS 6	Min.	\$87,735	\$91,244	\$94,711	\$99,734
APS 6	Max.	\$101,451	\$105,509	\$109,518	\$113,242

Classification	Salary levels	Salary bands as at 31 August 2023	Salary bands including first pay rise from the later of commencement of this Agreement or 14 March 2024	Salary bands from 13 March 2025	Salary bands from 12 March 2026
EL 1	Min.	\$109,738	\$114,128	\$118,465	\$122,493
EL 1	Max.	\$121,598	\$126,462	\$131,268	\$135,731
EL 2	Min.	\$126,991	\$132,071	\$137,090	\$141,751
EL 2	Max.	\$151,019	\$157,060	\$163,028	\$168,571

C2 Salary setting

- C2.1 Where an employee is engaged, moves to or is promoted in the agency, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Agency Head determines a higher salary within the relevant salary range under these salary setting clauses.
- C2.2 The Agency Head 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.
- C2.3 In determining a salary under these salary setting clauses, the Agency Head will have regard to relevant factors including the employee's experience, qualifications and skills.
- C2.4 Where an employee commences ongoing employment in the agency immediately following a period of non-ongoing employment in the agency for a specified term or task, the Agency Head will determine the payment of the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the agency.
- C2.5 Where an employee commences ongoing employment in the agency immediately following a period of casual employment in the agency, the Agency Head will determine the payment of salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the agency.
- C2.6 Where an employee moves to the agency at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the Agency Head will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
- C2.7 Where an employee:
- (a) moves between job streams within the agency; or
 - (b) advances within a broadbanded classification (including on completion of an Entry Level Program),
- the employee's salary will be paid in accordance with subclauses C2.1, C2.2 and C2.3.
- C2.8 Where an employee is promoted within the agency, the increase to ongoing salary will be at least \$1,000. The Agency Head may approve a higher salary within the salary band in accordance with subclause C2.1.
- C2.9 Where an employee has achieved salary advancement during periods of temporary higher duties, and is subsequently promoted to that higher level, their salary on commencement will be determined as at least the salary that the employee has achieved through salary advancement.
- C2.10 Where an employee moves to a lower classification, either temporarily or permanently, the Agency Head will determine the employee's salary taking into account the employee's skills, experience and qualifications, and the reason(s) for the reduction in classification.
- C2.11 Where an employee's salary is maintained under subclause C2.6, that salary will be maintained subject to any

reductions made in accordance with the PS Act, or subclauses I11.10 or L10.5 of this Agreement.

- C2.12 Where the Agency Head determines that an employee's salary has been incorrectly set, the Agency Head may determine the correct salary and the date of effect.

C3 Salary increases

- C3.1 The salaries of eligible employees will be increased by 4% from the first full pay period on or after 1 March 2024 (14 March 2024) as set out in Table C1.
- C3.2 The salaries of eligible employees will increase by 3.8% from the first full pay period on or after 1 March 2025 (13 March 2025) as set out in Table C1.
- C3.3 The salaries of eligible employees will increase by 3.4% (or otherwise as provided for in Table C1) from the first full pay period on or after 1 March 2026 (12 March 2026) as set out in Table C1.
- C3.4 An employee is an 'eligible employee' for the purpose of subclauses C3.1, C3.2 and C3.3 if, at the time of the general salary increase under subclauses C3.1, C3.2 or C3.3, the employee's salary is equal to or less than the maximum salary level for their classification.
- C3.5 Where an employee is not an eligible employee under subclause C3.4 because their salary is above the maximum salary level for their classification, but an adjustment to the salary bands under subclauses C3.1, C3.2 or C3.3 results in the maximum salary for the relevant classification exceeding the employee's salary, then the employee's salary will be increased to the maximum salary level for their classification.
- C3.6 Where an employee's salary is increased to the maximum salary level for their classification under subclause C3.5, and the amount by which the employee's salary has increased is less than the annual salary increase (expressed as a percentage) provided under this clause C3, the employee will receive a fortnightly allowance in respect of the balance of the increase calculated by applying Formula C1.

Formula C1: Fortnightly allowance (where the employee's salary has been partially absorbed into the salary band) under subclause C3.6 is calculated by applying the following formula:

$$\frac{((A \times X) - (B - A)) \times 12}{313}$$

Where:

- A = The employee's previous annual salary (before any increase under subclause C3.5)
- B = The employee's new salary (following an increase under subclause C3.5)
- X = The relevant percentage increase in accordance with clause C3

- C3.7 Where an employee's salary remains above the maximum salary level for their classification after adjustments to the salary bands under subclauses C3.1, C3.2 or C3.3, the employee will receive a fortnightly allowance equal to the annual salary increase of their salary calculated by applying Formula C2.

Formula C2: Fortnightly allowance (where the employee's salary remains above the salary band) under subclause C3.6 is calculated by applying the following formula:

$$\frac{A \times X \times 12}{313}$$

Where:

- A = The employee's annual salary
- X = The relevant percentage increase in accordance with clause C3

- C3.8 Subject to subclause C3.9, an allowance payable under subclause C3.6 or C3.7 will be payable for the following period (with a pro rata adjustment for any part fortnight):

- (a) an allowance payable in lieu of a salary increase under subclause C3.1 – payable fortnightly from the

first full pay period after 1 March 2024 until the day prior to the first full pay period after 1 March 2025;

- (b) an allowance payable in lieu of a salary increase under subclause C3.2 – payable fortnightly from the first full pay period after 1 March 2025 until the day prior to the first full pay period after 1 March 2026; and
- (c) an allowance payable in lieu of a salary increase under subclause C3.3 – payable fortnightly from the first full pay period after 1 March 2026 until the nominal expiry date of this Agreement in accordance with subclause A3.2.

C3.9 An allowance payable under this clause C3:

- (a) is taxable as ordinary remuneration;
- (b) will be payable during periods of approved leave, but will not be payable during periods of unpaid leave or unauthorised absences;
- (c) will be treated as an allowance in the nature of salary for the purposes of calculating a redundancy benefit under subclause L8.1;
- (d) will not be payable during a period in which an employee receives temporary higher duties allowance under clause D1, but will be taken into account when determining the minimum amount of temporary higher duties allowance payable under clause D1; and
- (e) will not count as salary for any other purpose under this Agreement, including (without limitation) for the purpose of calculating overtime payments under clause F11 or shift penalties under clause F14.

C4 Salary advancement

C4.1 The performance cycle period will run from 1 July each year to 30 June in the following year.

C4.2 Performance-based salary advancement will be applied from 1 September in each year.

C4.3 An employee is an 'eligible employee' for the purposes of clause C4 if:

- (a) they are:
 - (i) an ongoing employee; or
 - (ii) a non-ongoing employee with 6 months or more continuous service at 30 June in the relevant year;
- (b) they are not undertaking an Entry Level Program;
- (c) they have 18 weeks of aggregate eligible service at or above the relevant classification level during the relevant performance cycle. If an employee has less than 18 weeks of aggregate service at or above the relevant classification level during the relevant performance cycle, the Agency Head may exercise their discretion to determine a higher salary under the salary setting clause at clause C2;
 - (i) 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, and
 - (d) they have had their performance in relation to each relevant classification level assessed as "Meets Expectations" or "Exceeds Expectations" during their most recent performance review in accordance with clause I9.
- (i) Where an employee is reassessed as "Meets Expectations" at the end of a support plan at clause

I10 that was initiated as a result of subclause I10.3, the employee will be eligible for salary advancement with effect from the date of the reassessment. If the employee has not attained and sustained performance that “Meets Expectations” within the period at subclause I10.7, salary advancement will not occur.

- C4.4 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.

Employees with a salary below the maximum salary level for their classification

- C4.5 An eligible employee will ordinarily receive performance-based salary advancement at the employee’s classification of 2.75% of the employee’s salary.
- C4.6 Where an eligible employee has performed duties at a higher classification for an aggregate period of at least 18 weeks during the relevant performance cycle, the employee’s salary for the purpose of paragraph D1.4(a) will ordinarily be increased by 2.75% of the employee’s salary.
- C4.7 Any performance-based salary advancement under subclauses C4.5 or C4.6 will not result in an employee’s salary at the relevant classification exceeding the maximum salary for that classification. Where performance-based salary advancement would take an employee’s salary above the maximum salary level for their classification, the employee’s salary will be increased to the maximum salary level for their classification (and no higher).

C5 Superannuation

- C5.1 The agency will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- C5.2 Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
- C5.3 The agency will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the agency’s payroll system.

Method for calculating superannuation salary

- C5.4 The agency will provide an employer contribution of 15.4% of the employee’s Ordinary Time Earnings (OTE) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation funds.
- C5.5 Employer contributions will be made for all employees covered by this Agreement.
- C5.6 Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

C6 Salary sacrifice

- C6.1 An employee may salary sacrifice up to 100% of their salary for non-cash items, consistent with agency policy.
- C6.2 The employee will meet the costs of the salary sacrifice arrangement, including any fringe benefits tax and administrative costs incurred.
- C6.3 Salary sacrifice arrangements will not reduce salary for superannuation purposes or any other purpose.

C7 Overpayments

- C7.1 An overpayment occurs if the Agency Head (or the agency) provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this Agreement).
- C7.2 Where the Agency Head considers that an overpayment has occurred, the Agency Head will provide the employee with notice in writing. The notice will provide details of the overpayment.
- C7.3 If an employee disagrees that there has been an overpayment, including the amount of the overpayment, they will

advise the Agency Head 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.

- C7.4 If after considering the employee's response (if any), the Agency Head confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.
- C7.5 The Agency Head 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.
- C7.6 The agency and employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment.
- C7.7 Interest will not be charged on overpayments.
- C7.8 Nothing in subclauses C7.1 to C7.7 prevents:
- (a) the agency from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
 - (b) the agency from pursuing recovery of the debt through other available legal avenues; or
 - (c) the employee or the agency from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

C8 Job streams

- C8.1 The Agency Head may, through consultation, at any time during the operation of this Agreement, determine the roles that will be included in job streams, including the:
- (a) Professional job stream;
 - (b) Information and Communication Technology (ICT) job stream;
 - (c) Legal job stream; and
 - (d) Public Affairs job stream.
- C8.2 Employees performing roles in the Professional, ICT, Legal and Public Affairs job streams will be paid at the relevant APS 4 to EL 2 salary rates set out in Table C1 at subclause C1.4, subject to the following:
- (a) Employees performing a:
 - (i) Deputy General Counsel classification in the Legal job stream;
 - (ii) Rehabilitation consultant 2+ classification in the Professional job stream; or
 - (iii) Senior Rehabilitation consultant classification in the Professional job stream,
- will be paid in accordance with the salary rates at Table C2.

Table C2 – Additional classifications

Classification	Salary levels	Salary points as at 31 August 2023	Salary bands including first pay rise from the later of commencement of this Agreement or 14 March 2024	Salary points from 13 March 2025	Salary points from 12 March 2026
Deputy General Counsel (EL 2)	Max.	\$160,379	\$166,794	\$173,132	\$179,018
Rehabilitation consultant 2+ (APS 6)	Max.	\$101,786	\$105,857	\$109,880	\$113,616
Senior Rehabilitation consultant (APS 6)	Max.	\$106,909	\$111,185	\$115,410	\$119,334

C8.3 In determining the roles that will be included in the Professional job stream, the Agency Head will take into account:

- (a) any qualifications that are required in order to perform the role;
- (b) any requirements for an employee performing a role to maintain mandatory registration with a professional body; and/or
- (c) specialist skills that are required in order to perform a role.

C8.4 Where an employee performing a role in the Professional job stream loses, or fails to maintain, the relevant qualification, registration or specialist skills, the Agency Head may transfer the employee to the general employment stream.

C9 Supported wage system

General

C9.1 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.

C9.2 This clause C9 defines the conditions which will apply to employees because of the effects of a disability, and are eligible for a supported wage under the terms of this Agreement.

Definitions

C9.3 In this clause C9:

- (a) **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.
- (b) **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.

- (c) **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.
- (d) **Relevant minimum wage** means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged.
- (e) **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).
- (f) **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

- C9.4 Employees covered by this clause C9 will be those who are unable to perform the range of duties to the competence level required within the classification of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- C9.5 This clause C9 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

- C9.6 Employees to whom clause C9 applies shall be paid the applicable percentage of the relevant minimum wage according to the following table:

Table C3 - Applicable percentage of relevant minimum wage paid to applicable employees

Assessed capacity	Percentage of agreement rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- C9.7 Provided that the minimum amount payable to employees 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.
- C9.8 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

Assessment of capacity

- C9.9 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.

- C9.10 Assessment made under this clause C9 must be documented in an 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

- C9.11 All SWS wage assessment agreements under the conditions of this clause C9, 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.
- C9.12 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 this 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

- C9.13 The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.

Other terms and conditions of employment

- C9.14 Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by the provisions of this clause C9 will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

Workplace adjustment

- C9.15 An employer wishing to employ a person under the provisions of this clause C9, 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

- C9.16 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 clause C9 for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- C9.17 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.
- C9.18 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.
- C9.19 Work trials should include induction or training as appropriate to the job being trialled.
- C9.20 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 subclauses C9.9 and C9.10.

Part D – Allowances

D1 Temporary higher duties at the non-SES level

- D1.1 An employee who temporarily undertakes duties at the same higher classification for 3 cumulative or continuous working days or more in any 12-month period will be paid a temporary higher duties allowance in accordance with this clause D1. Once eligibility is achieved, the employee will be back paid for the qualifying 3-day period.
- D1.2 Once an employee has become eligible for higher duties under subclause D1.1, they will remain eligible for higher duties undertaken by the employee within 12 months of the last day or part-day of duties for which they became eligible for a temporary higher duties allowance. All periods of temporary duties under this subclause D1.2 must involve duties at the same higher classification level. If the temporary duties are at a different higher classification level, the eligibility requirements in subclause D1.1 will apply to that different higher level classification.
- D1.3 The temporary higher duties allowance will be equal to the difference between the employee's ongoing salary and the salary of the higher classification.
- D1.4 For the purposes of subclause D1.3, the salary of the higher classification will be the minimum salary for the higher classification, unless:
- (a) the employee has obtained a particular salary through salary advancement at the higher classification, in which case:
 - (i) the employee will maintain access to that salary for any periods of temporary higher duties; and
 - (ii) the salary will be increased to reflect salary increases under subclauses C3.1, C3.2 and C3.3, provided the salary does not exceed the maximum salary level for the higher classification; or
 - (b) the Agency Head decides that a higher salary should apply having regard to the employee's experience, qualifications and skills.
- D1.5 Where the temporary higher duties allowance calculated under subclauses D1.3 and D1.4 would be equivalent to less than \$1,000 per annum, the employee will be paid temporary higher duties allowance calculated at a rate equivalent to \$1,000 per annum.
- D1.6 Subject to subclauses D1.1 and D1.2, where an employee undertakes temporary higher duties for part of a day, they will receive payment of temporary higher duties allowance for a full day.
- D1.7 Where an employee in an APS classification or equivalent undertakes temporary higher duties at an EL level for which they receive higher duties allowance, they will not be entitled to accrue or access flex time or access overtime (subject to subclause F10.2), for the period that they are in receipt of higher duties allowance.
- D1.8 Where an employee in an APS classification temporarily undertakes higher duties at the EL 1 or EL 2 level and receives an overtime payment in accordance with clause F11 or accrues a flex credit, the employee will not be required to repay any overtime payment or flex credit accrued prior to qualifying for payment of higher duties allowance.
- D1.9 Where an employee in an APS classification temporarily undertakes higher duties at the EL 1 or EL 2 level, the employee will continue to have access to flex time provisions in accordance with clause F9 for any period in which they are not in receipt of higher duties allowance.
- D1.10 The allowance payable will be treated as salary for all purposes unless otherwise excluded by this Agreement or relevant legislation.
- D1.11 An employee will continue to receive the allowance during periods of paid leave, if they would have continued to perform the temporary higher duties had they been at work.
- D1.12 The Agency Head may shorten the qualifying period for temporary higher duties on a case-by-case basis.
- D1.13 Temporary higher duties will be payable while an employee is acting at a higher classification as part of a job

sharing arrangement, where the duration of the arrangement is at least 3 or more continuous or cumulative working days, subject to subclauses D1.1 and D1.2.

D1.14 Where:

- (a) before the commencement of this Agreement, an employee has obtained a salary at the higher classification level as contemplated by paragraph D1.4(a); and
- (b) that salary remains above the maximum salary level for their classification after adjustments to the salary bands under subclauses C3.1, C3.2 and C3.3,

the employee will receive a fortnightly allowance equal to the annual salary increase (expressed as a percentage) provided under clause C3 calculated by applying Formula D1 during any period in which the employee receives temporary higher duties allowance. The fortnightly allowance will be payable in accordance with subclauses C3.6 and C3.9 (with the exception of paragraph C3.9(d)).

Formula D1: Fortnightly allowance (temporary higher duties where the salary at the higher classification remains above the salary band) under subclause D1.14 is calculated by applying the following formula:

$$\frac{A \times X \times 12}{313}$$

Where:

- A = The salary obtained by the employee at the higher classification level at which the employee is performing higher duties
- X = The relevant percentage increase in accordance with clause C3

D1.15 Where:

- (a) before the commencement of this Agreement, an employee has obtained a salary at the higher classification level as contemplated by paragraph D1.4(a); and
- (b) prior to the adjustment of salary bands under subclauses C3.1, C3.2 or C3.3, the employee's salary is above the maximum salary for the classification; but
- (c) an adjustment to the salary bands under subclauses C3.1, C3.2 or C3.3 results in the maximum salary for the higher classification exceeding the employee's salary at the higher classification;

the employee's salary will be increased to the maximum salary level for the higher classification.

D1.16 Where an employee's salary at the higher classification is increased to the maximum level for the higher classification under subclause D1.15, and the amount by which the employee's salary at the higher classification has increased is less than the annual salary increase (expressed as a percentage) provided under clause C3, the employee will receive a fortnightly allowance in respect of the balance of the annual salary increase calculated by applying Formula D2. The fortnightly allowance will be paid in accordance with subclauses C3.6 and C3.9 (with the exception of paragraph C3.9(d)), and will be paid during any period in which the employee receives temporary higher duties allowance.

Formula D2: Fortnightly allowance (where the employee's salary at the higher classification has been partially absorbed into the salary band) under subclause D1.16 is calculated by applying the following formula:

$$\frac{((A \times X) - (B - A)) \times 12}{313}$$

Where:

- A = the employee's previous salary at the higher classification (before any increase under subclause D1.15)
- B = the employee's new salary at the higher classification (following an increase under subclause D1.15)
- X = The relevant percentage increase in accordance with clause C3

D1.17 Where a position has been filled on a temporary basis for 12 months and there is a need to continue to fill the position, the Agency Head will assess whether the job is genuinely vacant where the employee performing the duties requests such an assessment, and determine whether it should be advertised for permanent filling.

D2 Temporary higher duties at the SES level

D2.1 Where an employee at an APS or EL level undertakes temporary duties at the SES level, the terms and conditions of their employment, including salary, will be determined by the Agency Head.

D3 Workplace responsibility allowances and rates

D3.1 A workplace responsibility allowance will be paid where an employee who is appointed by the agency or elected by eligible peers to one of the following roles:

- (a) First Aid Officer;
- (b) Health and Safety Representative;
- (c) Emergency Warden/Chief Warden;
- (d) Harassment Contact Officer; and
- (e) Mental Health First Aid Officer.

D3.2 When an employee is elected or appointed to perform more than one workplace responsibility or role, the higher applicable allowance will apply. An employee is not to receive more than one workplace responsibility allowance unless approved by the Agency Head due to operational requirements.

D3.3 A fortnightly allowance will be paid at the rates outlined in Table D1.

D3.4 The full allowance is payable regardless of flexible work and part-time arrangements.

D3.5 An employee's physical availability to undertake the role will be considered by agencies 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 Contact Officers, Mental Health First Aid Officers and Health and Safety Representatives, depending on workgroup arrangements.

D3.6 Casual employees who are eligible for a workplace responsibility allowance will be paid in accordance with subclause B2.17.

Table D1 – Rates for workplace responsibility allowances

Allowance	Rate from the commencement of this Agreement (per fortnight)	Rate from 13 March 2025 (per fortnight)	Rate from 12 March 2026 (per fortnight)
First aid (Rate 1)	\$30.51	\$31.67	\$32.75
First aid (Rate 2)	\$45.77	\$47.51	\$49.13
Emergency Warden	\$30.51	\$31.67	\$32.75
Chief Warden	\$42.71	\$44.34	\$45.85
Harassment contact officer	\$30.51	\$31.67	\$32.75
Health and safety representative	\$30.51	\$31.67	\$32.75
Mental health first aid officer	\$30.51	\$31.67	\$32.75

D4 First Aid Officer (FAO) allowance

- D4.1 Where an employee possesses a current first aid certificate, and has been appointed by the Agency Head as a FAO in their workplace, the agency will pay the employee a fortnightly allowance at the rates outlined in Table D1 (Rate 1).
- D4.2 Where the Agency Head has determined that a workplace is a high-risk workplace, an employee who is eligible for an allowance under clause D4.1 and has relevant qualifications for a high-risk workplace will be entitled to a higher rate of fortnightly allowance at the rates outlined in Table D1 (Rate 2).

D5 Emergency Warden and Chief Warden allowance

- D5.1 Where an employee has completed appropriate training and has been appointed by the Agency Head as a Chief Warden or Emergency Warden, the agency will pay the employee a fortnightly allowance at the rates outlined in Table D1.

D6 Health and Safety Representative (HSR) allowance

- D6.1 Where an employee performs the role of an elected HSR, the agency will pay the employee a fortnightly allowance at the rates outlined in Table D1.

D7 Harassment Contact Officer (HCO) allowance

- D7.1 Where an employee has been appointed by the Agency Head as a HCO, and has completed appropriate training, the agency will pay the employee a fortnightly allowance at the rates outlined in Table D1.

D8 Mental Health First Aid Officer (MHFAO) allowance

- D8.1 Where an employee has been appointed by the Agency Head as a MHFAO, and has completed appropriate training, the agency will pay the employee a fortnightly allowance at the rates outlined in Table D1.

D9 Staff Security Contact Officer allowance

- D9.1 The agency will introduce a new workplace responsibility allowance for Staff Security Contact Officers by 30 June 2024 and develop guidance on that role. The agency will consult on this in accordance with clause K1.

D10 Departmental Liaison Officer allowance

- D10.1 Where an employee performs duties of a Departmental Liaison Officer, the agency will pay the employee a fortnightly allowance at the rates outlined in Table D2. The allowance is payable in recognition of the hours of duty expected of the employee, where flex time and overtime are not available to the employee.

Table D2 – Rates for Departmental Liaison Officer

Allowance	Rate from the commencement of this Agreement (per fortnight)	Rate from 13 March 2025 (per fortnight)	Rate from 12 March 2026 (per fortnight)
Departmental Liaison Officer	\$908.37	\$942.89	\$974.95

D11 Field work allowance

- D11.1 Where an employee undertakes field work in a remote Aboriginal or Torres Strait Island community, and that work involves an overnight stay that attracts payment of travel allowance, the agency will pay the employee an allowance of \$12.01 per day, or part thereof, on which the field work is undertaken.
- D11.2 An employee who undertakes field work and is entitled to an allowance under this clause D11 is entitled to a taxable payment of \$359.57 once every 3 years to enable them to purchase equipment appropriate for field work. This payment is not available to employees who have been provided with relevant assets for personal use in relation to field work, or to employees who have received a similar allowance under their Previous Instrument in

the last 3 years.

D11.3 The allowances under this clause D11 will be increased in December each year consistent with Annual CPI.

D12 Office disturbance allowance

D12.1 The Agency Head may approve payment of an appropriate allowance to an employee or group of employees who is/are subjected to detrimental effects from building activities or environmental effects in their place of work.

D13 Overtime meal allowance

D13.1 An employee who is required to work a separate period of overtime (being non-continuous with ordinary hours), and the overtime commences prior to the start of an overtime meal period, and ends at or after the end of an overtime meal period, will be eligible for an overtime meal allowance in accordance with this clause D13.

D13.2 Where an employee works a period of overtime continuous with their ordinary hours, or rostered hours of duty, and the overtime extends their working day past 7 pm, or where the overtime is before the ordinary or rostered hours of duty and starts before 7 am, the agency will pay the employee an overtime meal allowance.

D13.3 Where a 12-hour shift worker works at least one hour overtime on either end of their shift, the agency will pay the employee an overtime meal allowance.

D13.4 The meal allowance periods are as follows:

- (a) 7 am to 8 am;
- (b) 12 pm to 2 pm;
- (c) 6 pm to 7 pm; and
- (d) 12 am to 1 am.

D13.5 Where an employee is entitled to receive travel allowance in respect of the relevant meal period, they will not be entitled to an overtime meal allowance.

D13.6 The rate of allowance will be paid in accordance with the overtime meal rate in the relevant subscription service.

D14 Motor vehicle allowance

D14.1 The Agency Head may authorise the payment of an allowance to an employee who uses a private vehicle for official purposes.

D14.2 Where the use of a private vehicle is the more efficient or least expensive arrangement, the allowance under subclause D14.1 will be calculated and paid in accordance with the relevant subscription service.

D14.3 Where there is a more cost-effective option available for official travel, and an employee elects to travel by private vehicle, the rate of their allowance under subclause D14.1 will be limited to the cost of the more cost-effective option.

D14.4 Employees using a private motor vehicle for official travel who are entitled to a motor vehicle allowance will be reimbursed all associated fees, charges and tolls (parking fees, bridge, freeway, car-ferry tolls) and other expenses incurred on duty in addition to the motor vehicle allowance. Employees will be responsible for all speeding or parking fines or any fines imposed by law when using their vehicle for official purposes.

D14.5 Where an employee has been authorised under this clause D14 by the Agency Head to use a private motor vehicle for official travel, and incurs additional registration and/or insurance charges as a result, the employee will be reimbursed the additional charges.

D15 Remote localities assistance

Eligibility

D15.1 The Agency Head will approve remote locality assistance to employees while they are working at a location listed

in Table J1 (Active Locations) of clause J7 (Remote localities) of this Agreement.

- D15.2 Where, immediately prior to the commencement of this Agreement, an employee working at a location listed in Table J2 (Legacy Locations) of clause J7 (Remote localities) of this Agreement was in receipt of remote locality assistance under the Previous Instrument, the Agency Head will approve remote locality assistance to the employee under this Agreement while they are working at that location.
- D15.3 An employee who is eligible for remote localities assistance under subclause D15.2 will continue to be eligible for that assistance unless the employee moves on an ongoing basis to a locality not listed in clause J7 (Remote localities).
- D15.4 Where an employee who was eligible for assistance in a Legacy Location ceases to be eligible for assistance (under subclause D15.3 of this Agreement) they cannot become eligible for assistance again under subclause D15.2. However, where an employee is temporarily assigned duties in the agency away from a Legacy Location, they will not cease to be eligible for assistance upon their return to the Legacy Location.
- D15.5 A person who was employed in a remote locality listed in clause J7 (Remote localities):
- (a) prior to 23 January 2006 in Centrelink;
 - (b) prior to 5 December 2005 in CRS Australia; or
 - (c) prior to 27 December 2011 in Medicare Australia, or in CRS Australia in Darwin,

may move from an Active Location to a Legacy Location and be eligible for assistance under this clause D15, so long as there is (and has been) no break in continuity of ongoing location in a locality listed in clause J7 (Remote localities).

- D15.6 Where the Agency Head approves payment to an employee of an allowance or condition in recognition of an employee's service in a remote locality under clause J7 of this Agreement which is more beneficial than the allowances payable under this clause D15 and clause J7 of this Agreement, the employee will not be entitled to receive allowances under this clause D15.

General

- D15.7 Clause J7 (Remote localities) outlines the components of assistance that may be paid in each of the locations listed in Table J1 and Table J2.
- D15.8 The Agency Head may, throughout the life of this Agreement, determine that further locations will attract remote locality assistance, and may determine the assistance that may be provided in a location.

Reimbursement of expenses

D16 Loss of or damage to personal items

- D16.1 The Agency Head may approve reimbursement to an employee of a reasonable amount to repair or replace clothing and/or personal effects where loss or damage occurs in the course of the employee's duties.
- D16.2 This clause D16 does not cover loss of or damage to a private vehicle.

D17 School holiday care allowance

- D17.1 The Agency Head will approve payment of an allowance to an employee in respect of child care expenses incurred during school holiday periods where:
- (a) the employee has a child or children of school age;
 - (b) the employee works during the relevant school holiday period (or where an employee is incapacitated and accesses personal leave); and
 - (c) the employee provides evidence to demonstrate that expenses have been incurred in respect of the period for which the allowance is claimed, and those expenses have been incurred for child care provided by an approved child care provider.

D17.2 The school holiday care allowance under this clause D17 is payable at the rates outlined in Table D3 of this Agreement, for a maximum of 8 weeks per calendar year.

Table D3 – Rates for school holiday care allowance

Frequency of school holiday care	Rate from the commencement of this Agreement
School holiday (daily per child)	\$19.67
School holiday (weekly maximum for all children)	\$196.47

The rates specified in Table D3 are net of taxation

D17.3 The allowances under this clause D17 will be increased in December each year consistent with Annual CPI.

D17.4 Where both parents of a child work for the agency, only one partner will be eligible for reimbursement at any one time, and the allowance cannot be paid for more than 8 weeks per year between the employees. The allowance is only payable when both parents are at work (or where an employee is incapacitated and accesses personal leave).

D17.5 Where an employee's partner is eligible for and receives a similar child care benefit from their employer, the employee will not be eligible to receive this payment.

D18 Office relocations within a city

D18.1 Affected employees will be informed at the earliest practical stage of any decision to move employees between offices in the same city.

D18.2 Where an employee will incur significant relocation costs as a result of the requirement to move offices, the Agency Head may approve a one-off payment to the employee, at the time they commence in the new office, of:

- (a) \$724 – for employees at or below the APS 4 level; or
- (b) \$604 – for employees at or above the APS 5 level.

D19 Community Language Allowance

D19.1 A Community Language Allowance will be paid where the Agency Head 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 Agency Head. Further information is included in policy.

D19.2 The allowance is paid in accordance with the employee's level of competency, at the rates outlined in Table D4.

D19.3 The allowance is calculated annually and paid fortnightly.

D19.4 The full allowance is payable regardless of flexible work arrangements and part-time arrangements.

D19.5 The allowance is payable during periods of paid leave.

D19.6 The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

Table D4 – Rates for Community Language Allowance

Rate	Standard	Rate from the commencement of this 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 Agency Head, 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 Agency Head.	\$3,012 per annum	\$3,126 per annum	\$3,232 per annum

D20 Allowance recognition

Allowance paid for	Payable during annual leave	Payable during personal leave	Payable during long service leave	Included in income for retrenchment purposes	Counts for termination payments
First Aid Officer	Yes	Yes	Yes	Yes	Yes
Department Liaison Officer	Yes	Yes	No	Yes	Yes
Office disturbance	No	No	No	No	No
Chief Warden	Yes	Yes	Yes	Yes	Yes
Emergency Warden	Yes	Yes	Yes	Yes	Yes
Community Language	Yes	Yes	Yes	Yes	Yes
Health and Safety Representative	Yes	Yes	Yes	Yes	Yes
Harassment Contact Officer	Yes	Yes	Yes	Yes	Yes
Mental Health First Aid Officer	Yes	Yes	Yes	Yes	Yes
Staff Security Contact Officer	Yes	Yes	Yes	Yes	Yes
Field work allowance	No	No	No	No	No
Motor vehicle	No	No	No	No	No

Allowance paid for	Payable during annual leave	Payable during personal leave	Payable during long service leave	Included in income for retrenchment purposes	Counts for termination payments
Overtime meal	No	No	No	No	No
District allowance	Yes	Yes	Yes	Yes	Yes
Leave fares	N/A	N/A	N/A	N/A	N/A
School holiday care	No	No	No	No	No
Shift penalties	Yes*	No**	No	Yes**	Yes**
Shift allowance	Yes	No	No	Yes***	Yes***

* Only if a shift allowance in lieu of shift penalties has been agreed under clause F14.4 or provided the shift penalty rate for the employee (had they worked) would have been greater than 17.5%.

** See subclause F15.5 (legacy shift provisions).

*** Subject to qualifying periods.

Part E – Classifications and Broadbands

E1 Work level standards

E1.1 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.

E2 Classification structure

E2.1 This Agreement provides for the classification structures and job streams outlined in clauses C1 and C8. These structures include:

- (a) General employment stream APS 1-APS 6 and EL 1 - EL 2;
- (b) ICT job stream APS 5 - EL 2;
- (c) Legal job stream APS 5 - EL 2;
- (d) Professional job stream APS 5 - EL 2;
- (e) Public Affairs job stream APS 4 - EL 2; and
- (f) Entry Level Programs.

E2.2 The Agency Head may, through consultation, at any time during the operation of this Agreement determine the roles to be included in the Legal, ICT or Public Affairs job streams having regard to any qualifications or specialist skills required to perform the role, as well as any other relevant considerations.

E3 Entry Level Programs

E3.1 This Agreement provides for the Entry Level Programs outlined in this clause E3. The Agency Head may establish other Entry Level Programs, and the program rules and advancement provisions that apply to new programs, as required.

E3.2 The Agency Head may make the following determinations, which will be reflected in the relevant policy or Program guidelines, as implemented and/or amended from time to time:

- (a) the eligibility requirements that will apply for each Entry Level Program; and
- (b) the mandatory training, qualification and/or development program (internal or external) that must be completed by Entry Level Program participants.

E3.3 All Entry Level Programs have the following Program rules:

- (a) a person employed in an Entry Level Program must satisfactorily complete any internal or external training, qualification and/or development program as determined under paragraph E3.2(b) in order to successfully complete the Entry Level Program and to be eligible for advancement on completion of the Entry Level Program;
- (b) for the duration of an Entry Level Program, an employee must demonstrate satisfactory progress towards the completion of any mandatory internal or external training, qualification and/or development program, and must demonstrate performance consistent with the “Meets Expectations” or “Exceeds Expectations” level (in accordance with paragraphs I9.8(b) and I9.8(c)); and
- (c) clauses I10 and I11 of this Agreement (the Support Plan and the Formal Performance Assessment process) do not apply to persons employed in an Entry Level Program.

E3.4 Employees performing in Entry Level Programs will be paid at the relevant APS 1 to APS 5 salary rates set out in Table C1 at subclause C1.4, subject to the following subclauses.

E4 Apprentices

- (a) A person may be employed as an Apprentice at the APS 2 level within the APS 2 to APS 3 APS Apprenticeship Program, or APS 3 level within the APS 3 to APS 4 APS Apprenticeship Program, and will be entitled to the salary specified in Table C1 at subclause C1.4 for the relevant level.
- (b) An Apprentice who is employed at the APS 2 level within the APS 2 to APS 3 APS Apprenticeship Program will, on successful completion of an Apprenticeship:
 - (i) advance to the APS 3 level within the Entry Level Programs Broadband (Apprentice); and
 - (ii) immediately following that advancement, transfer to the APS 3 level in the general employment stream.
- (c) An Apprentice who is employed at the APS 3 level within the APS 3 to APS 4 APS Apprenticeship Program will, on successful completion of an Apprenticeship:
 - (i) advance to the APS 4 level within the Entry Level Programs Broadband (Apprentice); and
 - (ii) immediately following that advancement, transfer to the APS 4 level in the general employment stream.

E5 Digital Traineeships

- (a) A person may be employed as a Digital Trainee, and will be entitled to the salary specified in Table E1, based on the year of the program they are undertaking.

Table E1 – Digital Trainee salaries

Classification	Salary points as at 31 August 2023	Salary bands including first pay rise from the later of commencement of this Agreement or 14 March 2024	Salary points from 13 March 2025	Salary points from 12 March 2026
Year 1	\$51,471	\$53,530	\$55,564	\$57,497
Year 2	\$57,517	\$59,818	\$62,091	\$64,202

Classification	Salary points as at 31 August 2023	Salary bands including first pay rise from the later of commencement of this Agreement or 14 March 2024	Salary points from 13 March 2025	Salary points from 12 March 2026
Year 3	\$61,307	\$63,759	\$66,182	\$68,432

- (b) A Digital Trainee is not entitled to access salary advancement in accordance with clause C4.
- (c) A Digital Trainee's performance will be assessed against:
 - (i) making satisfactory progress towards the completion of their course of study (in accordance with the relevant policy or Program guidelines); and
 - (ii) demonstrating performance of duties consistent with the "Meets Expectations" or "Exceeds Expectations" level (in accordance with paragraphs I9.8(b) and I9.8(c)).
- (d) Where a Digital Trainee demonstrates performance that meets the standards required in accordance with paragraph E5(c), they will be entitled to salary advancement to the next available salary point for Digital Trainees on the anniversary of their commencement on the Digital Traineeship.
- (e) On successful completion of the Digital Traineeship, an employee will advance to the APS 3 level and immediately following that advancement, transfer to the APS 3 level in the general employment stream.

E6 Cadets (APS)

- (a) A person may be employed as a Cadet/Cadet (APS), and will be entitled to the salary specified in Table E2, based on the year of the program they are undertaking.

Table E2 – Cadet/Cadet (APS) salaries

Classification	Salary points as at 31 August 2023	Salary bands including first pay rise from the later of commencement of this Agreement or 14 March 2024	Salary points from 13 March 2025	Salary points from 12 March 2026
Full-time study	\$29,340	\$30,514	\$31,674	\$32,751
Year 1 full-time work	\$51,471	\$53,530	\$55,564	\$57,497
Year 2 full-time work	\$57,517	\$59,818	\$62,091	\$64,202
Year 3 full-time work	\$59,099	\$61,463	\$63,799	\$65,968
APS 3	\$63,760	\$66,310	\$68,830	\$71,170

- (b) Where a Cadet is undertaking full-time study, they will be entitled to the salary specified for Cadet – Full-Time Study in Table E2.
- (c) Where a Cadet undertakes a work placement with the agency, they will be entitled to the salary specified for Cadets, commencing at the first pay point specified for Cadets in Table E2. Salary advancement will occur in accordance with paragraph E6(f).
- (d) A Cadet is not entitled to salary advancement under clause C4.

- (e) A Cadet's performance will be assessed against:
 - (i) making satisfactory progress towards the completion of their course of study (in accordance with relevant policy or Program guidelines); and
 - (ii) demonstrating performance of duties during work placements consistent with the "Meets Expectations" or "Exceeds Expectations" level (in accordance with paragraph I9.8(b)).
- (f) Where a Cadet demonstrates performance that meets the standards required in accordance with paragraph E6(e), they will be entitled to salary advancement to the next available salary point for Cadets, on the anniversary of their commencement on the Cadetship program.
- (g) On successful completion of a Cadetship (other than a Digital and Data Cadetship), an employee will:
 - (i) advance to the APS 3 level; and
 - (ii) immediately following that advancement, transfer to the APS 3 level in the general employment stream.

E7 Digital and Data Cadets

- (a) A person may be employed as a Digital and Data Cadet, and will be entitled to the salary specified in Table E3, based on the year of the program they are undertaking.

Table E3 – Digital and Data Cadet salaries

Classification	Salary points as at 31 August 2023	Salary bands including first pay rise from the later of commencement of this Agreement or 14 March 2024	Salary points from 13 March 2025	Salary points from 12 March 2026
Year 1 full-time work	\$57,517	\$59,818	\$62,091	\$64,202
Year 2 full-time work	\$59,099	\$61,463	\$63,799	\$65,968
Year 3 full-time work	\$61,167	\$63,614	\$66,031	\$68,276
APS 3	\$63,760	\$66,310	\$68,830	\$71,170
APS 4	\$71,063	\$73,906	\$76,714	\$79,322

- (b) On successful completion of a Digital and Data Cadetship, an employee will:
 - (i) be given an operational classification of an APS 3 and advance to the APS 4 level within the Entry Level Program Broadband (Digital and Data Cadet); and
 - (ii) immediately following that advancement, transfer to the APS 4 level in the general employment stream.

E8 Graduates

- (a) A person may be employed as a Graduate, and will be entitled to the following salaries, in accordance with their qualifications:
 - (i) Generalist Graduates with one degree will be paid at the APS 3 salary rate; and
 - (ii) ICT Graduates or Generalist Graduates with multiple degrees, honours or post-graduate

qualifications will be paid at the APS 4 salary rate,
as set out in Table C1 at subclause C1.4.

- (b) On successful completion of the Graduate program, an employee will:
 - (i) advance to the APS 5 level within the Entry Level Programs Broadband (Graduate); and
 - (ii) immediately following that advancement, transfer to the APS 5 level in the general employment stream, or equivalent classification in their relevant job stream.

E9 Advancement within broadbands

E9.1 This Agreement provides for advancement within:

- (a) APS 3 to APS 4 in external customer service roles;
- (b) APS 5 to APS 6 in the ICT job stream;
- (c) APS 5 to APS 6 in the Legal job stream;
- (d) APS 4 to APS 5 in the Public Affairs job stream;
- (e) APS 5 to the APS 6 in the Professional job stream, and

Entry Level Programs

- (a) APS 2 to APS 3 in the APS Apprenticeship Program;
- (b) APS 3 to APS 4 in the APS Apprenticeship Program;
- (c) APS 3 to APS 4 in the Digital and Data Cadet Program; and
- (d) APS 3 to APS 5 in the Graduate Program.

Note: Advancement within Entry Level Programs is dealt with separately in clause E3.

- E9.2 The Agency Head may, through consultation, establish further broadband levels during the operation of this Agreement.
- E9.3 Broadbands are designed to provide advancement across classifications where the agency has identified a job of duties within a span of work value.
- E9.4 The Agency Head may advance an employee to a higher classification within a broadband in accordance with subclause E9.8.
- E9.5 Employees may initiate the advancement process after 6 months of service at the lower classification. This includes service as a non-ongoing or casual employee.
- E9.6 Advancement within the broadband is voluntary and initiated by the employee. A supervisor may encourage an employee to initiate advancement within the broadband.
- E9.7 The employee and their supervisor may discuss development needs to support advancement within the broadband. An employee may seek reassignment of duties in order to expand their opportunities to demonstrate capability at the higher classification level.
- E9.8 Employees can advance through a broadband, subject to the Agency Head being satisfied that:
 - (a) the requirement to demonstrate role-related capabilities at the higher level has been met by the employee;
 - (b) the employee's performance "Meets Expectations"; and
 - (c) there is availability of work at the higher level.

Where the requirements at subclause E9.8 have been met, advancement through a broadband should not be unreasonably withheld.

- E9.9 The broadband process is separate to performance management at Part I, however there is a link to the employee's performance assessment at paragraph E9.8(b).
- E9.10 The broadband application process will consider the technical and core capabilities and behaviours required at the higher classification. The application process will highlight and assess the points of difference between the classifications.
- E9.11 An employee must demonstrate their role-related capabilities consistent with the work level of the higher classification in order to satisfy the capability assessment. Evidence of capability that is incidental in nature or older than 6 months will not be given significant weight in the application.
- E9.12 The Agency Head will consider an employee's eligibility under subclause E9.8 within 21 days of receiving a completed application, unless exceptional circumstances exist. Decisions about an employee's advancement within the broadband will be informed by both the supervisor and the manager.

- E9.13 In establishing if there is available work for the purposes of paragraph E9.8(c), the Agency Head will consider the nature of the work the employee currently performs and whether there is sufficient and sustainable work at the higher level for the employee to perform. Where there is insufficient work to advance at that time, the supervisor should work with the employee to identify opportunities to work at the higher level, so far as is reasonably practicable.
- E9.14 If an employee is unable to demonstrate capability at the higher classification level, they can re-initiate the process 3 months after the Agency Head's decision. Supervisors will provide documented feedback on the employee's application at the time of the Agency Head's decision.
- E9.15 Where there are a number of employees within a team, workplace or business area that are successful in the capability assessment, but there is insufficient available work to advance all of the employees within the broadband under E9.8(c), the following will apply:
- (a) an internal merit-based assessment will be conducted to determine which employee or employees will advance within the broadband; and
 - (b) consistent with E9.11, employees who have not advanced may submit an updated application after 6 months.
- E9.16 Employees may seek an internal review of the outcome of their broadband application.

Part F – Hours of Work and Flexible Arrangements

F1 Hours of service delivery

- F1.1 The Agency Head will determine hours of service delivery that will apply across the agency, or in areas of the agency.
- F1.2 The agency may vary the hours of service delivery to meet customer demand.
- F1.3 If the agency needs to vary hours of service delivery or establish new or varied customer service arrangements, and this variation will impact on the hours of duty worked by employees, the Agency Head will communicate the business need and consult with potentially affected employees and, where they choose, their representatives in accordance with clause K1.
- F1.4 Where the Agency Head establishes new or varied service delivery hours, the Agency Head will not:
- (a) design an employee's pattern of attendance to include hours outside the bandwidth or on public holidays; or
 - (b) place an employee in a 12-hour shift arrangement,
- without the employee's consent.
- F1.5 The agency will not roster employees to perform external customer contact duties, other than normal 24 hour/7 day services, on the Saturday after Good Friday or any Saturdays that fall within the agency's reduced activity period set out in clause F18.

F2 General attendance

- F2.1 An employee must retain an accurate record of their attendance, including commencement, break and finish times, and records of their leave or absences.
- F2.2 An employee will not work more than 5 hours continuously without a meal break of at least 30 minutes.

F3 Bandwidth

- F3.1 The bandwidth within which ordinary hours of duty will be performed is 7 am to 7 pm, Monday to Friday.
- F3.2 An employee, other than a shift worker, will be required to work their ordinary hours of duty within the bandwidth. Requests to work an alternative regular span of hours may be made in accordance with clause F17.
- F3.3 Where an employee requests to work part or all of their ordinary hours of duty outside of the bandwidth for personal reasons on a temporary or ongoing basis, and this request can be accommodated, the employee will not generally be entitled to shift or overtime penalties.

F4 Full-time employees

- F4.1 A full-time employee (other than a full-time shift worker) is defined in clause A8.
- F4.2 A full-time shift worker will work an average of 150 hours per settlement period as their ordinary hours of duty.
- F4.3 An employee will not be required to work more than 10 hours per day as ordinary hours of duty, other than a shift worker who is rostered to work 10 or more ordinary hours of duty in accordance with clauses F14 and F15.

F5 Part-time employees

- F5.1 A part-time employee is defined in clause A8.
- F5.2 For part-time employees, the ordinary hours of duty are those in their part-time work agreement or specified for the job.

- F5.3 A part-time employee's salary and leave entitlements will be calculated and paid/accrued on a pro rata basis in accordance with their ordinary hours worked, unless otherwise specified in this Agreement.
- F5.4 A full-time employee will not be compelled to convert to part-time employment.
- F5.5 Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
- F5.6 The Agency Head may approve a request from a full-time employee for a part-time arrangement. Such a request may be made at any stage.
- F5.7 Applications from full-time employees to work part-time, and applications from part-time employees to change their pattern of hours (or number of ordinary hours of duty), will not be unreasonably refused. Requests are subject to clause F17.
- F5.8 An employee returning from parental leave (under clause G20 of this Agreement) has a right to access part-time arrangements until the child's third birthday.
- F5.9 A part-time work arrangement will be reviewed at least every 12 months as provided in subclause F17.13, and may be varied, paused or terminated as provided in subclauses F17.14 to F17.17.
- F5.10 Where an employee has an existing part-time work agreement and they voluntarily move to another position within the agency, the agency will advise the employee, prior to them accepting the voluntary move, if the agency is unable to accommodate the employee's existing part-time work arrangement. Decisions regarding part-time work arrangements associated with voluntary moves will be made consistent with this clause F5 and clause F17.

F6 Job sharing

- F6.1 Subject to operational requirements, the Agency Head may approve job sharing arrangements whereby 2 or more employees share one full-time job. Employees working under job share arrangements are considered to be part-time employees, and approval to commence or vary part-time hours is required under Part F of this Agreement.
- F6.2 A job share arrangement will be initiated by employees. Directly affected employees and their supervisors must agree with the arrangement before approval is sought under clause F5 of this Agreement. Parties will acknowledge that not all jobs are suitable to or compatible with job sharing arrangements, and not all individuals are suited to job sharing arrangements.

F7 Negotiation of working hours

- F7.1 This clause F7 applies to both rostered and non-rostered employees.
- F7.2 An employee and their supervisor will together design and reach agreement on the employee's working hours, genuinely negotiating where necessary. These working hours may take the form of:
- (a) a Pattern of Ordinary Hours of Duty; or
 - (b) a Regular Hours Agreement.
- F7.3 The design, negotiation and variation of working hours are subject to clause F17.
- F7.4 Employees, other than those covered by clause F8, will have at least 4 weeks' notice for a change in their working hours, unless the employee agrees to a shorter period.
- F7.5 Where an employee and their supervisor cannot reach agreement in relation to an employee's working hours, the employee will continue to work in accordance with their existing working hours until the end of the current settlement period.
- F7.6 An employee may request changes to their working hours at any time.

Default hours

- F7.7 If at the end of the "current settlement period" referred to in subclause F7.4, the agency and the employee remain unable to reach agreement, the employee may choose to:

- (a) work in accordance with a default regular hours option as set out in subclause F7.8 or subclause F7.9; or
- (b) continue their existing working hours for a further settlement period, after which time the employee will work in accordance with a default regular hours option as set out in subclause F7.8 or subclause F7.9.

F7.8 Default regular hours (for a full-time employee) in a non-customer facing environment will be 8:30 am to 5:00 pm with a 60-minute lunch break.

F7.9 Default regular hours (for a full-time employee) in a customer-facing environment will apply in accordance with the options listed below that the Agency Head determines best suits the work area:

- (a) commencement 15 minutes before the opening time of the workplace or 7:45 am (whichever is the later), and the employee will choose a lunch duration of 30, 45 or 60 minutes; or
- (b) finish 15 minutes after close of a customer contact period or 5:15 pm (whichever is the earlier), and the employee will choose a lunch duration of 30, 45 or 60 minutes; or
- (c) 8:30 am to 5:00 pm with a 60-minute lunch break.

Regular Hours Agreements

F7.10 A Regular Hours Agreement may be requested by an employee at any time.

F7.11 A Regular Hours Agreement is a fixed pattern of working hours over a settlement period, which will include start and finish times, duration of lunch breaks and (where the employee chooses) the timing of lunch breaks.

F7.12 Where requested by the employee, a Regular Hours Agreement will be designed to include one or more planned day(s) off in a settlement period.

F8 Rosters

F8.1 This clause F8 will apply to:

- (a) workplaces or business lines (or parts thereof) that, on commencement of this Agreement, operate on a rostered basis; and
- (b) other workplaces or business lines where the Agency Head determines, after consultation with affected employees and their representatives (under clause K1) will operate on a rostered basis.

F8.2 Rostering of some employees is essential to the agency's primary function of quality service delivery. The agency seeks to balance flexibility and certainty for employees and business areas, to assist in the design of quality jobs, a better work/life balance and a healthy and safe work environment.

F8.3 Rosters apply for a 4-week period, aligning with settlement periods, and may be negotiated up to 12 weeks in advance.

Contents of rosters

F8.4 Rosters will, as a minimum, include:

- (a) approved leave including annual, long service and flex leave, as well as planned days off;
- (b) start and finish times;
- (c) the timing and duration of lunch breaks; and
- (d) the timing and duration of tea breaks.

F8.5 Where rostered employees have their activities scheduled, the final roster for those employees will also show scheduled activities and the duration of those activities for that settlement period, including (but not limited to):

- (a) preparation and pack-up time totalling 15 minutes in a single day;
- (b) face-to-face customer service;
- (c) telephone and telephone support activities;
- (d) follow-up and processing activities;
- (e) training (national and local);
- (f) learning and development (in blocks of at least 30 minutes);
- (g) 'stand-ups' and team meetings;
- (h) one-on-one meetings; and/or
- (i) other approved roles (such as training others or HSR duties).

F8.6 Activities to be undertaken in the scheduled preparation and pack-up time include logging on/off, opening/closing applications, entering preferred working hours, recording attendance, reading technical updates, reviewing feedback, checking daily schedules and reading emails.

F8.7 Rosters will include a 15-minute tea break where the employee is rostered to work 5 hours or more as part of their roster, and a further 15-minute tea break where the employee is rostered to work 7 hours or more as part of their roster. Employees working in an environment where informal rostering occurs (for example face-to-face environment), will have access to tea breaks on the same basis.

F8.8 Rostered employees may access a 5-minute break after each 60-minute continuous period of screen/telephony-based work, where they are scheduled to continue to perform that work for at least a further 15 minutes. Employees are encouraged to use this time to stand up and move around or out of the office area, and for other appropriate health and wellbeing activities. This time may form part of a tea break.

F8.9 Any targets which measure an employee's alignment to their schedule will be applied in accordance with clause I7. The agency recognises that alignment to schedules may be impacted by factors outside of the employee's control.

Creation of rosters

F8.10 Any employee who has a part-time or Regular Hours Agreement in accordance with F7 will have their agreed hours replicated in their roster.

F8.11 Employees who do not have a part-time or Regular Hours Agreement will provide to the agency their preferred working hours (start and finish times), within the operational hours required by the business line as determined by the Agency Head, as well as the duration of lunch breaks (30, 45, 60 minutes) for each day, and any requests for planned days off, within the settlement period.

F8.12 Following the provision of an employee's preferred working hours, the agency will prepare a draft roster and provide it to employees no later than 4 weeks before the commencement of the relevant settlement period.

F8.13 Lunch breaks will only be rostered between 11:30 am and 2:30 pm, unless the employee requests a lunch break outside of those hours. An employee will only be rostered to take a lunch break before 12:00 pm if their roster for that day started before 8:30 am.

F8.14 An employee who requests a planned day off will be rostered for at least one planned day off per settlement period, but this may not necessarily be on their preferred day.

F8.15 Where an employee provides their preferred working hours, at least 85% of the days in their draft roster will reflect their preferred start time, finish time, duration of lunch and requested planned days off.

F8.16 Employees may genuinely negotiate changes to the draft roster with their direct supervisor during the 3-week period following the provision of the draft roster, in accordance with the principles established in clause F7.

F8.17 If agreement on the employee's draft roster cannot be reached, the employee may choose to access default hours in

accordance with subclauses F7.7 to F7.9.

- F8.18 A final roster will be published one week prior to the commencement of the settlement period to which the roster relates.
- F8.19 Where an employee does not have a part-time or Regular Hours Agreement, the employee's rostered hours will be the employee's Pattern of Ordinary Hours of Duty for that settlement period.

Amendments to rosters

- F8.20 Scheduled activities, other than preparation and pack-up time, may be changed to meet customer demand and other business needs. Wherever possible, an employee will be advised in writing prior to any changes in their schedule. Employees will be notified of the date and time of rescheduled learning and development activities.
- F8.21 In addition to the process of genuine negotiation on draft rosters under subclause F8.16, an employee may request changes to their final roster. This includes working hours (start/finish times), timing and duration of lunch breaks and scheduled activities, in accordance with the principles established in clause F7. Alternatively, employees may choose to access default hours in accordance with subclauses F7.7 to F7.9.
- F8.22 Employees and their direct supervisor are encouraged to apply local, flexible work practices where possible to meet employees' short-term or ad hoc work/life balance needs. Direct supervisors will make all reasonable efforts to accommodate those requests.
- F8.23 Employees are encouraged to manage their own ad hoc changes to their roster by swapping with other employees, provided the swap is approved by their direct supervisor. Approval by the direct supervisor will not be unreasonably refused. Swaps of scheduled activities should not reduce overall variety of scheduled activities for employees during the settlement period.
- F8.24 Where the agency needs to change rosters due to operational requirements that were unforeseen prior to finalising the roster, the need for changes will be discussed with affected employees at the earliest opportunity. Genuine negotiation of rosters will explore options to meet the operational requirements and give employees reasonable notice of changes to working hours.
- F8.25 An employee will be entitled to overtime rates for time worked before or after their previously agreed start and finish time, where:
- (a) changes to start or finish times are not agreed between an employee and their direct supervisor for the purposes of subclause F8.24; and
 - (b) notice of changes of at least 14 calendar days cannot be provided to an affected employee.

F9 Flex time

- F9.1 An employee at the APS 6 level or below may accrue flex time in accordance with subclauses F9.2 to F9.5.
- F9.2 An employee may accrue flex time where there is suitable work available to be performed outside of their agreed pattern of ordinary hours, regular hours agreement or rostered hours of duty. An employee may be directed not to accrue flex time where the Agency Head determines there is no suitable work available.
- F9.3 An employee at the APS 6 level or below in a customer facing environment may, following discussion with their supervisor, accrue flex time within the period starting 30 minutes before an employee's rostered start time and ending 30 minutes after the employee's rostered finish time where there is suitable work available to be performed, subject to the following:
- (a) an employee may accrue up to a total of 30 minutes of flex time on any one day;
 - (b) an employee may only accrue more than a total of 30 minutes of flex time, on any one day after discussing with their supervisor whether there is suitable work available to be performed and, if so, the work priorities to be completed;
 - (c) if an employee works beyond their rostered finish time because the employee is finalising a customer

contact, call overrun, claim or assisting a customer at the end of the employee's shift, the employee is not required to discuss the accrual of flex time with their supervisor prior to accruing flex time; and

- (d) there is no obligation for an employee with an approved arrangement to finish work at a fixed time to accrue flex time on any day.

- F9.4 An employee will not accrue flex time in respect of hours of work for which they have been paid overtime in accordance with clause F11 of this Agreement.
- F9.5 The Agency Head will grant flex leave where operational requirements allow and in accordance with the needs and preferences of the employee, subject to an employee receiving prior approval.
- F9.6 A full-time employee may carry over:
 - (a) a maximum of 37.5 hours flex credit per settlement period (25% of full-time hours); and
 - (b) a maximum of 22.5 hours flex debit per settlement period (15% of full-time hours).
- F9.7 Employees and their direct supervisors have a joint responsibility to take positive steps to reduce flex credits and flex debits.
- F9.8 An employee may carry over a flex credit of more than 37.5 hours for no more than 2 settlement periods in exceptional circumstances. Where an employee has a flex credit in excess of 37.5 hours for more than 2 settlement periods, the agency will facilitate time off in the next settlement period.
- F9.9 Flex credits of up to 37.5 hours (pro rata for part-time employees) will be paid out to an employee on the cessation of their employment. Flex credits will only be paid out during the course of a person's employment in exceptional circumstances and with the Agency Head's approval.
- F9.10 Where an employee has a flex debit in excess of 22.5 hours for 2 or more settlement periods, the Agency Head may reduce any debit over 22.5 hours by applying miscellaneous leave without pay (not to count as service) to the flex debit (that is, salary reduction). In exceptional circumstances, and where the employee agrees, a flex debit in excess of 22.5 hours may be reduced using annual leave.
- F9.11 Where an employee has a flex debit on cessation, the Agency Head will, in accordance with a relevant Accountable Authority Instruction, deduct an amount equal to the outstanding flex debit from monies otherwise payable to the employee, or recover the amount as a debt due to the Commonwealth.

F10 Flexible arrangements for EL employees

- F10.1 Executive Level (EL) employees are not entitled to access flex time under clause F9 of this Agreement.
- F10.2 EL employees are generally not entitled to access overtime provisions. However, an EL employee may access overtime where the Agency Head:
 - (a) determines that exceptional circumstances apply;
 - (b) requires the employee to work on a public holiday for operational reasons; or
 - (c) requires the employee to work a period of overtime while the employee is in receipt of restriction allowance.

EL TOIL

- F10.3 EL employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
- F10.4 EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the agency.
- F10.5 A supervisor is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.

- F10.6 The working arrangements for an EL employee should be agreed through discussion between the supervisor 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.
- F10.7 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 supervisor.
- F10.8 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.
- F10.9 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.
- F10.10 Approval may be given for time off in lieu to be taken in conjunction with other forms of leave.

F11 Overtime

- F11.1 Overtime will generally only be available to employees at or below the APS 6 classification. However, EL employees may access overtime in accordance with clause F10 of this Agreement.
- F11.2 Overtime rates will be paid where:
- (a) an employee is requested or directed to work hours in addition to their pattern of ordinary hours, their regular hours agreement or rostered hours of duty, and the employee works those hours; or
 - (b) an employee, other than a shift worker or an employee covered by clause F14, is requested or directed to work part or all of their ordinary hours of duty outside of the bandwidth and the employee works those hours outside of the bandwidth (payable in respect of the hours that fall outside the bandwidth).
- F11.3 An employee may be requested to work a period of overtime. Where operational requirements dictate, the Agency Head may direct an employee to work a reasonable amount of overtime on any day.

- F11.4 In requesting or directing an employee to work overtime, the Agency Head will take into account the personal circumstances of the employee. An employee has a right to refuse overtime for caring or personal reasons.
- F11.5 An employee can only work overtime with the prior approval of the Agency Head.
- F11.6 The Agency Head will provide reasonable notice of a requirement or a request to work overtime (subject to clause F12 of this Agreement).
- F11.7 An employee who works a period of overtime will be paid at the rates provided in this subclause F11.7:

Day	Rate
Monday – Saturday	Time and a half for first 3 hours Double time after first 3 hours
Saturday (seven-day shift worker – defined in subclause F14.13)	Double time
Sunday	Double time
Public Holiday	Time and a half for ordinary/rostered hours for public holiday (in addition to the payment required under subclause F14.3 for the public holiday) Double time and a half for where no ordinary/rostered hours on the relevant day
Emergency duty (see clause F12 – Overtime without prior notice)	Double time

- F11.8 An employee's hourly rate of pay for the purposes of determining the rates in subclause F11.7 will include temporary higher duties allowance, but exclude duties-related allowances and shift penalties.
- F11.9 An employee must have a meal break after 5 hours of continuous duty, which includes any regular hours worked directly before the period of overtime.
- F11.10 An unpaid meal break within the period of overtime does not disrupt the continuity of duty or eligibility for an overtime meal allowance.

Minimum Payments

- F11.11 Minimum payments for periods of overtime will apply as follows:

Situation	Minimum Payment
Overtime period is continuous with ordinary or rostered hours	No minimum payment
Overtime period is not continuous with ordinary or rostered hours and the employee needs to attend the office to perform duties	4 hours
Overtime period is not continuous with ordinary or rostered hours, and employee has no notice of overtime (see clause F12 – Emergency duty (Overtime without prior notice))	2 hours
Overtime period is not continuous with ordinary or rostered hours, and the employee does not need to attend the office to perform duties	2 hours

Employees on restriction duty required to perform overtime:

Situation	Minimum Payment
Where the employee needs to attend the office to perform duties	3 hours
Where the employee does not need to attend the office to perform duties	One hour

F11.12 Where an employee performs more than one period of overtime in a day, payments (in accordance with subclause F11.11) will not exceed the payment that would be made if the employee remained on duty from the time of commencing the first period of overtime to the end of any subsequent periods of overtime.

F11.13 An employee may agree with the Agency Head to exchange an overtime payment for time off in lieu of the overtime hours worked, calculated at the relevant overtime rate. Where an employee has requested time off in lieu of overtime payments, the Agency Head will determine whether to grant access to time off in lieu in accordance with the criteria set out in subclause G3.2.

F11.14 If an employee and the Agency Head cannot accommodate the time off in lieu within a 4-week period after the overtime is worked, the employee will be paid the original entitlement, and no time off in lieu will apply.

Rest relief after overtime

F11.15 Employees are entitled to a break of at least 8 consecutive hours, plus reasonable travelling time, between the time they finished duty (including overtime worked after a period of ordinary duty) and the time they are next required to commence ordinary duty, without loss of pay. Where this break is not possible due to business needs, the employee will be paid at double ordinary time rates for any period of work until an 8-hour break occurs.

F11.16 Subclause F11.15 does not apply to emergency or restricted duty situations, unless the actual time worked, excluding travelling time, is at least 3 hours on each call.

F12 Emergency duty (Overtime without prior notice)

F12.1 This clause F12 will apply where an employee is required to work overtime without receiving prior notice.

F12.2 Where an employee is required to attend the office in accordance with this clause F12, and the employee is not in receipt of a restriction allowance, the employee will be paid the “Emergency Duty” rate in subclause F11.7 for time worked and reasonable travel time, subject to the minimum payment provided in subclause F11.11.

F12.3 Where an employee can perform overtime under this clause F12 without needing to attend the office, the employee will be paid the “Emergency Duty” rate in subclause F11.7 for time worked, subject to subclause F11.11.

F13 Restriction duty

F13.1 Where the Agency Head directs an employee to be immediately contactable and available to perform additional duties outside of their pattern of ordinary hours, regular hours agreement or rostered hours of duty, the employee will be paid allowance in respect of this restriction (“restriction duty”).

F13.2 The allowance payable under this clause F13 will be paid for each hour, or part thereof that an employee is on restriction duty.

F13.3 Where an employee is on restriction duty, and is required to work outside of their pattern of ordinary hours, regular hours agreement or rostered hours of duty, they will be paid overtime in accordance with clause F11. The allowance under this clause F13 will not be payable for any periods where an employee is in receipt of overtime payments.

F13.4 The allowance under this clause F13 will not be payable to an employee who is expected to be immediately contactable and available to perform additional duties, but does not meet these expectations.

F13.5 The rates payable under this clause F13 are as follows:

- (a) Monday – Friday: 7.5% of hourly rate;
- (b) Saturday – Sunday: 10% of hourly rate;
- (c) Public Holidays: 15% of hourly rate.

F14 Shift work

- F14.1 An employee who performs part or all of their rostered hours of duty within the hours outlined in subclause F14.3 on an ongoing basis or for a fixed period will be considered a shift worker for the purpose of this clause F14.
- F14.2 The following provisions apply to shift workers unless they are eligible for an entitlement as outlined in Clause F15 (Legacy Shift Provisions).

Payment of penalties

- F14.3 A shift worker will be entitled to the following penalty rates in respect of the shifts that they work as follows:

Days	Percentage	Penalty rates
Monday to Friday	15%	for rostered duty performed on a shift where any part of the shift falls between the hours of 7:00 pm and 7:00 am.
Monday to Friday	30%	for rostered duty performed on a shift where an employee is rostered on shifts for more than 4 continuous weeks that fall wholly within the hours of 6:00 pm and 8:00 am.
Saturday	50%	for that part of a shift that falls between midnight Friday and midnight Saturday.
Sunday	100%	for that part of a shift that falls between midnight Saturday and midnight Sunday.
APS holiday	150%	for any part of a shift that falls on that day.
Public holidays and the Saturday following Good Friday	150%	for any part of a shift that falls on that day.

- F14.4 The Agency Head may approve, in consultation with employees and where they choose their representatives, payment of an annual shift allowance in lieu of penalty rates. The allowance will be calculated by averaging the shift conditions (including penalty rates) provided in this clause F14. A shift allowance under this subclause F14.4 is payable during periods of annual leave, but no other leave.
- F14.5 Any employee who is paid an annual shift allowance in lieu of shift penalties as a result of subclause F14.4, will not receive less on an annual basis than they would if they had otherwise received shift penalties.
- F14.6 Where an employee attends a training course, or is required to perform duties away from their usual workplace on a day where they would ordinarily be rostered to undertake a shift, they will receive the same penalty rates as if they had performed their rostered shift. Where such duty is undertaken on a day the shift worker is rostered off, overtime is payable.
- F14.7 The penalty rates outlined in subclause F14.3 will not be payable where an employee is on leave, other than annual leave as per subclause F14.8.
- F14.8 Penalty rates will be payable to an employee who is on annual leave where the penalty for a shift, had the employee worked, would have been at least 17.5%. Penalties payable for periods of annual leave will be paid at 50% of the ordinary penalty rate payable.
- F14.9 A shift worker is entitled to be paid overtime for hours worked in addition to their ordinary or rostered hours of

duty in accordance with clauses F11 and F12.

Additional annual leave for shift workers

- F14.10 A shift worker who is continuously rostered in a roster cycle that operates 24 hours a day for 7 days a week, is regularly rostered to work shifts over this cycle, and who regularly works on Sundays and public holidays will accrue additional annual leave of 5 days (37.5 hours) per annum (pro rata for part-time employees).
- F14.11 Shift workers, other than as described in subclause F14.10, will be entitled to an additional half day of annual leave for each Sunday rostered and worked, up to a maximum of 5 days per year (37.5 hours) (pro rata for part-time employees). A rostered overtime shift of 3 hours or more which commences or ceases on a Sunday will count as a day in the calculation.
- F14.12 Where an employee works 2 shifts on a Sunday (that is one ending early and one starting late in the day) only one shift counts for the purposes of accruing additional annual leave credits.
- F14.13 A seven-day shift worker (that is, a shift-worker who is regularly rostered to work one of each of the days Monday to Sunday) who is rostered off on a public holiday will be paid for 7 hours 30 minutes at normal rates in lieu of the public holiday.

General shift provisions

- F14.14 A shift worker will not be required to work split shifts (but may agree to do so).
- F14.15 Except at regular change-over of shifts, an employee should not be requested to work more than one shift in each 24-hour period.
- F14.16 Where 12-hour shift arrangements apply:
- (a) where possible, there will be a forward rotation of shifts, for example, day shift followed by night shift. Rosters will not include more than 3 consecutive night shifts;
 - (b) employees will generally not work overtime within 12 hours of a shift; and
 - (c) employees should not remain on duty for more than 14 hours at any time, unless exceptional circumstances apply.
- F14.17 Employees may swap shifts by agreement with other employees, so long as the swap does not entitle either employee to overtime penalties and the swap is approved by the supervisor. Agreement by the supervisor will not be unreasonably refused.
- F14.18 An employee working in a rostered shift at the actual time of change over from:
- (a) standard time to daylight savings time will be paid for a full shift, even though the employee worked one hour less; and
 - (b) daylight savings time to standard time will only be paid for the rostered hours, even though the employee worked an extra hour.
- F14.19 An employee working a period of overtime that is not continuous with a rostered shift at the actual time of changeover from standard time to daylight savings time, or from daylight savings time to standard time, will be paid overtime for all hours worked during that shift.
- F14.20 A shift worker may have access to limited flex time.

F15 Legacy shift provisions

- F15.1 The following clauses relate to employees who prior to 27 December 2011 were covered by the *Medicare Australia Collective Agreement 2008-2011* and performed duty under a shift work arrangement.
- F15.2 These legacy arrangements will apply to an employee while they continue to fulfil an ongoing shift working role. Where an employee takes on duties in a different role for a temporary period, these provisions will be reinstated on

resumption of an ongoing shift working role.

- F15.3 Employees who prior to 27 December 2011 were covered by the *Medicare Australia Collective Agreement 2008-2011*, and were Medicare employees performing shift work engaged after 13 October 1999, will continue to receive shift duty payments in accordance with the following arrangements:

Days	Percentage	Penalty rates
Monday to Friday	15%	for rostered ordinary duty performed on a shift where any part of the shift falls between the hours of 7:30 pm and 7:30 am.
Monday to Friday	30%	for rostered ordinary duty performed on a shift where an employee is rostered on shifts that fall wholly within the hours of 7:30 pm and 7:30 am.
Saturday	50%	for rostered ordinary duty performed on a shift where any part of that shift falls between midnight Friday and midnight Saturday.
Sunday	100%	for rostered ordinary duty performed on a shift where any part of that shift falls between midnight Saturday and midnight Sunday.
APS holiday	150%	for rostered ordinary duty performed on a shift, any part of which falls on the APS holiday.
Public holidays	150%	for rostered ordinary duty performed on a shift, any part of which falls on the public holiday.

- F15.4 Employees who prior 27 December 2011 were covered by the *Medicare Australia Collective Agreement 2008-2011*, and were Medicare employees performing shift work on 13 October 1999, will continue to receive shift duty payments in accordance with the following:

- (a) Rostered ordinary duty performed on a shift, any part of which falls between the hours of 6:00 pm and 6.30 am, Monday to Friday, attracts an additional 15% of salary for that shift.
- (b) Rostered ordinary duty performed on a shift, falling wholly within the hours of 6:00 pm and 8:00 am, Monday to Friday, attracts an additional 30% of salary for that shift.
- (c) Rostered ordinary duty performed on a shift, any part of which falls between midnight on Friday and midnight on Saturday, is paid an additional 50% of salary for that shift.
- (d) Rostered ordinary duty performed on a shift, any part of which falls between midnight on Saturday and midnight on Sunday, attracts an additional 100% of salary for that shift.
- (e) Rostered ordinary duty performed on any part of a public holiday, including the APS holiday, attracts an additional 150% of salary for that whole shift.

- F15.5 An employee described at subclause F15.3 and subclause F15.4 will be eligible for payment of shift penalties, including as part of an annualised shift allowance, for periods of annual leave, and for periods of personal/carer's leave of up to 2 weeks per annum.

- F15.6 The agency will consult with an employee or employees and their representatives, regarding any proposal to pay shift penalties on an annualised basis.

- F15.7 A residual annual leave loading is payable to employees in respect of the period of additional annual leave accrued in subclause F14.10 (additional annual leave). The amount of the residual annual leave loading will be the greater of the following:

- (a) a sum calculated as 17.5% of the employee's annual salary for the period of additional annual leave and any additional payments, excluding shift penalties, which the employee would have received had they commenced annual leave on 1 January; or

- (b) any shift penalties (excluding public holidays) in respect of duty which the employee would have performed had they not been on approved annual leave.

F15.8 Overtime duty performed on Saturday is paid at the rate of double time.

F15.9 Where there is a requirement to perform overtime on Saturday, for which prior notice is given, the minimum payment for such attendance is 4 hours.

F16 Excess travel time

F16.1 Where an employee at or below the APS 4 level is required to be absent from their usual place of work for official purposes (excluding where an employee is required to permanently relocate due to co-location or other operational changes), and their travel time exceeds their usual travel time from home to work plus 30 minutes in any one day, the Agency Head may:

- (a) approve the accrual of flex at the rate of single time for Monday-Saturday or time and half for Sunday/Public Holidays; or
- (b) approve the making of a payment to the employee in lieu of flex accrual, at the same rates specified in subclause F16.1(a).

F17 Flexible working arrangements

F17.1 The agency, employees and their union recognise:

- (a) the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
- (b) access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
- (c) access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
- (d) that flexibility applies to all roles in the agency, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
- (e) requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.

F17.2 The agency is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the agency at all levels. This may include developing and implementing strategies through the National Consultative Committee.

F17.3 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

F17.4 The following provisions do not diminish an employee's entitlement under the NES.

F17.5 An employee may make a request for a formal flexible working arrangement.

F17.6 The request must be:

- (a) in writing;
- (b) set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
- (c) set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.

F17.7 The Agency Head must provide a written response to a request within 21 days of receiving the request.

F17.8 The response must:

- (a) state that the Agency Head approves the request and provide the relevant detail in subclause F17.9; or
- (b) if following discussion between the agency and the employee, the agency 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 and provide the relevant detail in subclause F17.9; or
- (c) state that the Agency Head refuses the request and include the following matters:
 - (i) details of the reasons for the refusal; and
 - (ii) set out the agency's particular business grounds for refusing the request, explaining how those grounds apply to the request; and
 - (iii) either:
 - (A) set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make; or
 - (B) state that there are no such changes; and
 - (iv) state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of this Agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.

F17.9 Where the Agency Head approves the request, this will form an arrangement between the agency and the employee. Each arrangement must be in writing and set out:

- (a) any security and work health and safety requirements;
- (b) a review date (subject to subclause F17.13); and
- (c) the cost of establishment (if any).

F17.10 The Agency Head may refuse to approve the request only if:

- (a) the agency has discussed the request with the employee;
- (b) the agency has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal);
- (c) the agency and the employee have not reached such an agreement;
- (d) the agency has had regard to the consequences of the refusal for the employee; and
- (e) the refusal is on reasonable business grounds.

F17.11 Reasonable business grounds include, but are not limited to:

- (a) the new working arrangements requested would be too costly for the agency;
- (b) there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
- (c) it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;

- (d) the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
- (e) the new working arrangements requested would be likely to have a significant negative impact on customer service; or
- (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.

F17.12 For First Nations employees, the agency must consider connection to country and cultural obligations in responding to requests for altering the location of work.

F17.13 Approved flexible working arrangements will be reviewed by the agency and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

Varying, pausing or terminating formal flexible working arrangements

F17.14 An employee may request to vary an approved flexible working arrangement in accordance with subclause F17.6. An employee may request to pause or terminate an approved flexible working arrangement.

F17.15 The Agency Head may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to subclause F17.17.

F17.16 The agency must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.

F17.17 Prior to the Agency Head varying, pausing or terminating the arrangement under subclause F17.15, the agency must have:

- (a) discussed with the employee their intention to vary, pause or terminate the arrangement;
- (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 paragraph F17.8(c).

Working from home

F17.18 The agency will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.

F17.19 The agency may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.

F17.20 An employee working from home is covered by the same employment conditions as an employee working at an office site under this Agreement.

F17.21 The agency will provide employees with guidance on working from home safely.

F17.22 Employees will not be required by the agency to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the Agency will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad hoc arrangements

- F17.23 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.
- F17.24 Employees should, where practicable, make the request in writing and provide as much notice as possible.
- F17.25 Requests for ad hoc arrangements are not subject to the request and approval processes detailed in clause F17.
- F17.26 The agency should consider ad hoc requests on a case-by-case basis, with a bias to approving ad hoc requests, having regard to the employee's circumstances and reasonable business grounds.
- F17.27 Where a regular pattern of requests for ad hoc arrangements from an employee emerges, the agency should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

- F17.28 An employee may request to work an alternative regular span of hours (bandwidth hours). If approved by the Agency Head, hours worked on this basis will be treated as regular working hours and will not attract overtime payments. The agency will not request or require that any employee alter their regular span of hours (bandwidth hours) under this provision.

F18 Christmas closedown and reduced activity period

- F18.1 Employees are not required to attend for duty during the agency's reduced activity period as described in Table F1 unless directed by the Agency Head. The Agency Head may only give such a direction to meet essential operational requirements.
- F18.2 The agency's reduced activity period commences on the last working day (being a weekday) before Christmas Day, to New Year's Day (inclusive).

Table F1

Time of year	2024	2025	2026
Reduced Activity Period	Tuesday, 24 December 2024 to Wednesday, 1 January 2025 inclusive	Wednesday, 24 December 2025 to Thursday, 1 January 2026 inclusive	Thursday, 24 December 2026 to Friday, 1 January 2027 inclusive.

- F18.3 The Agency Head will determine which services are essential operational requirements over the reduced activity period. Employees who are required to work over this period will be notified by 1 October each year. Where the Agency Head directs an employee to work over the reduced activity period after 1 October due to unforeseen or exceptional circumstances that arise after 1 October, then the Recall to Duty provisions at subclause G1.3 will apply.
- F18.4 Where an employee commences employment after 1 October in the respective year and does not have sufficient leave credits to cover the reduced activity period, the employee may elect to work during the reduced activity period.
- F18.5 Employees will use their accrued annual leave for each day of the reduced activity period which is not a public holiday or the APS holiday and where they are not required to attend for duty.
- F18.6 Where, due to essential operational requirements, the Agency Head directs an employee or group(s) of employees to attend work on some or all of the working days during the reduced activity period, employees will not be required to use their annual leave credits for any period where they are required to attend for duty during the reduced activity period.
- F18.7 In determining the essential operational requirements of a workplace, team or business line, the Agency Head will take into account:
- (a) the capacity of a workplace, team or business line to meet its internal or external service delivery

requirements; and

- (b) the needs and preferences of employees in that workplace, team or business line to take leave during the relevant period, having regard to the matters discussed at the National Consultative Committee in accordance with clause K2.7.

F18.8 Where an employee has approved parenting leave (primary caregiver, secondary caregiver, adoption and long-term foster care or stillbirth, pregnancy loss and premature birth leave) or long service leave on both sides of the reduced activity period, the employee is not required to use annual leave for this period.

F18.9 Annual leave during the reduced activity period may be re-credited in accordance with subclause G1.4.

F18.10 Where an employee is not required to attend for duty for all or part of the reduced activity period and has insufficient annual leave then available flex credits, time off in lieu, purchased leave or leave without pay will be approved to count as service for all purposes for the period where paid leave is not available.

F18.11 Despite anything to the contrary in this Agreement, where an employee is not required to work during the reduced activity period and does not have sufficient leave credits to cover all or part of the reduced activity period, the employee may request purchased leave. A request for purchased leave under this subclause F18.10 will be approved for the purpose of the reduced activity period.

F19 Public holidays

F19.1 Employees are entitled to the following holidays each year as observed at their usual place of work 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 the relevant 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 in that 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.

F19.2 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.

F19.3 The Agency Head 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.

F19.4 The Agency Head 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.

F19.5 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.

F19.6 An employee, who is absent on a day or a part-day that is a public holiday in the employee's usual place of work, 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.

- F19.7 Where a public holiday falls during a period when an employee is absent on leave (other than annual, paid personal 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 (for example, if an employee is on long service leave on half-pay, payment is at half-pay).
- F19.8 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 paragraphs F19.1(a) to F19.1(h).
- F19.9 If 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 Agency Head 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 the 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.
- F20 APS holiday**
- F20.1 Employees will observe an additional holiday, on the first business day after Boxing Day. Employees other than shift workers who are required to work on the APS Holiday will receive 100% loading for the time worked. The APS Holiday will be treated as a public holiday for all other purposes in this Agreement.

Part G – Leave

G1 General leave provisions

- G1.1 The Agency Head may grant a period of leave in accordance with this Part G. The Agency Head may require an employee to provide evidence to support an application for leave where relevant. Employees will not be required to provide evidence to access leave in accordance with clauses G3, G6, G12, G23, G27 and G30.
- G1.2 Unless otherwise required by legislation or specified in this Agreement, leave with pay under this Part G (and clauses H5 and H11) will count as service for all purposes, and leave without pay under this Part G (and clauses H5 and H11) will not count as service.
- G1.3 The Agency Head will re-credit a relevant period of leave, and will approve reimbursement of reasonable incidental and travel expenses incurred by an employee:
- (a) whose leave is cancelled without reasonable notice; or
 - (b) who is recalled to duty while on approved leave.
- G1.4 Where an employee is on:
- (a) annual leave;
 - (b) purchased leave;
 - (c) defence reservist leave;
 - (d) First Nations Ceremonial leave;
 - (e) NAIDOC leave;
 - (f) cultural leave; or
 - (g) long service leave, and
- becomes eligible for, under legislation or this Agreement:
- (h) personal/carer's leave;
 - (i) compassionate or bereavement leave;
 - (j) jury duty;
 - (k) emergency service 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. This is in addition to the re-crediting of unpaid parental leave and flex leave for personal/carer's leave under subclause G8.14.
- G1.5 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.
- G1.6 Re-crediting is subject to suitable evidence of eligibility for the substituted leave.

Annual leave

G2 Accrual of annual leave

- G2.1 A full-time employee will accrue 23 days (172.5 hours) of annual leave for each full year of service.
- G2.2 A part-time employee will accrue annual leave on a pro rata basis, in accordance with their ordinary hours of duty.
- G2.3 An employee will not accrue annual leave during any periods of leave that do not count as service or during any period of unauthorised absence.
- G2.4 A shift worker is entitled to accrue additional annual leave in accordance with subclause F14.10.
- G2.5 An employee engaged in a remote locality may accrue additional annual leave in accordance with clause J7 (remote localities) of this Agreement.
- G2.6 Annual leave will accrue daily and be credited monthly, in hours and minutes, based on a calculation of:

$$\frac{A}{12} \times \frac{B - C}{B}$$

A = basic annual credit of 172.5 hours (pro rata for part-time), plus additional credits for remote localities and/or shift work

B = number of calendar days in the previous month

C = calendar days in the previous month that do not count as service, totalling one day or more; and/or

- calendar days in the previous month where the employee was not employed because they commenced or ceased employment part-way through the previous month; and /or
- days where annual leave is accrued at a different rate part-way through the previous month.

G3 Grants of annual leave

- G3.1 The Agency Head may grant an employee access to their paid annual leave credits at any time, in accordance with this clause G3.
- G3.2 In determining whether to grant an employee annual leave, the Agency Head will take into account achieving a balance between:
- (a) the employee's needs and preferences; and
 - (b) the capacity and needs of a team, workplace or business line to meet its internal or external service delivery requirements.

Requests to access annual leave will not be unreasonably refused.

- G3.3 The Agency Head may approve a request from an employee to access annual leave at full pay or half-pay. Where an employee accesses half-pay annual leave, 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.
- G3.4 Where an employee has purchased leave credits available, they will not be entitled to access annual leave at half-pay unless approved by the Agency Head.
- G3.5 Employees are encouraged to use at least 2 weeks of annual leave per year and are guaranteed access to their full year's annual leave entitlement in each year. Requests to access annual leave will be facilitated as possible, however, the timing of the leave will be subject to the considerations outlined in subclause G3.2.
- G3.6 Periods of annual leave will be paid at the same rate that the employee would have been paid had they performed their ordinary duties during this period (subject to shift worker provisions in clause F14). This will include payment of temporary higher duties allowances as relevant.

G4 Excess annual leave credits

G4.1 “Excess annual leave credits” for the purpose of this clause G4 means that an employee has:

- (a) for general full-time employees, in excess of 345 hours (46 days) annual leave credits available;
- (b) for part-time employees, in excess of 2 times their annual leave entitlement;
- (c) for full-time shift worker employees who accrue additional leave under subclause F14.10, in excess of 420 hours annual leave credits available;
- (d) for full-time employees in remote localities, in accordance with additional annual leave accruals as follows:

Additional annual leave accrual entitlement	Credit amount
0.4 weeks	375 hours
0.6 weeks	390 hours
1 week	420 hours
1.4 weeks	450 hours

G4.2 Where an employee has excess annual leave credits, the Agency Head and employee will seek to reach agreement on a leave management plan or on a mutually convenient time to reduce the annual leave entitlements balance to the limits specified at subclause G4.1. Where an employee’s available credits are well in excess of the limits specified at subclause G4.1, they may be directed to access up to 25% of their total leave credits to reduce the employee’s leave balance to the limits specified at subclause G4.1.

G4.3 Where a mutually convenient time or a leave management plan cannot be agreed, the Agency Head may direct the employee to take leave, in a single block, within the following 3 months provided the employee has been given a minimum of one month’s notice.

G4.4 A direction given under subclauses G4.2 and G4.3 must be reasonable in the circumstances.

G4.5 An employee cannot be directed to take leave under subclauses G4.2 and G4.3 where that employee has applied for and had an annual leave application refused within the previous 4 months, or they have a leave management plan in place.

G5 Cash out of annual leave

G5.1 At any time during the operation of this Agreement, the Agency Head may allow an employee to cash out up to 10 days annual leave credits.

G5.2 In order to be eligible to cash out annual leave credits under subclause G5.1, an employee must:

- (a) have taken at least 10 days of annual leave or long service leave in the 12-month period before they request the cash-out arrangement;
- (b) retain annual leave credits of at least 20 days (150 hours) after the cash-out; and
- (c) enter into a written agreement with the Agency Head to provide for the cash-out.

G5.3 Cashed out annual leave will be paid to the employee at the rate that would have been payable to the employee had they taken the leave at the time the cash out agreement is made.

G6 Purchased leave

G6.1 The Agency Head may allow an ongoing employee with at least 12 months of qualifying service to purchase up to 4 weeks of leave in a 12-month period.

- G6.2 Purchased leave, where accessed, will count for service for all purposes.
- G6.3 Leave is purchased at the rate of the employee's ongoing salary, applicable district allowance, and duties-related allowances (outlined in clause D3 of this Agreement) that apply at the date that the purchase is approved. Temporary higher duties allowance is not included in the purchase cost.
- G6.4 Purchased leave is taken at the rate of the employee's ongoing salary, applicable district allowance, and duties-related allowances (outlined in clause D3 of this Agreement) that apply at the date the leave is taken. Temporary higher duties allowance is not payable during periods of purchased leave.
- G6.5 Purchased leave cannot be taken at half-pay and must be used before an employee is eligible to access annual leave at half-pay, unless approved by the Agency Head.
- G6.6 Access to purchased leave will be subject to the considerations outlined in subclause G3.2.
- G6.7 Where an employee has paid for purchased leave and has not accessed that leave prior to cessation of employment with the agency, the purchased leave will be reimbursed to the employee on cessation.
- G6.8 Where, on cessation of employment with the agency, an employee has accessed purchased leave in excess of the leave they have paid for:
- (a) the employee may elect to repay the outstanding amount; or
 - (b) if no such election is made, the Agency Head may, in accordance with a relevant Accountable Authority Instruction, deduct an amount equal to the outstanding amount from monies otherwise payable to the employee, or recover that amount as a debt due to the Commonwealth.
- G6.9 Where an employee provides supporting documentation, confirming they have a legitimate ongoing illness or one-off acute medical condition requiring an extended recovery period, the Agency Head, having considered other flexible working arrangements, may approve purchased leave where the employee's personal leave credits have been exhausted.

Personal/carer's leave

G7 Accrual of personal/carer's leave

- G7.1 A full-time employee will accrue 18 days (135 hours) of paid personal/carer's leave per year. After the first full year of service, this will progressively accrue daily and be credited monthly, subject to subclauses G7.5 to G7.10.
- G7.2 A part-time employee will accrue personal/carer's leave on a pro rata basis, in accordance with their ordinary hours of duty.
- G7.3 The Agency Head may approve a request from an employee to access personal/carer's leave at full or half-pay. Where an employee accesses half-pay personal/carer's leave, half the period will be deducted from accrued personal/carer's leave and the full period of leave will count as service for all purposes.
- G7.4 An employee will not accrue personal/carer's leave for any periods of leave that do not count as service or are unauthorised absences.
- G7.5 Full-time ongoing employees who are new to the APS will receive an initial credit of 18 days (135 hours) on commencement. Part-time ongoing employees who are new to the APS will receive a pro-rated amount of this initial credit, subject to subclause A9.1.
- G7.6 Ongoing employees who transfer to the agency from another APS agency, with no break in continuity of service, will not be entitled to the credits under subclause G7.5 (in accordance with clause G11), subject to subclause A9.1.
- G7.7 Non-ongoing employees who are new to the APS will receive a maximum credit of 18 days of leave on a pro rata basis, in accordance with their initial contract period on commencement. After the initial contract period or 12 months, whichever is shorter, personal/carer's leave will accrue daily and be credited monthly, in accordance with subclause G7.9.
- G7.8 Non-ongoing employees who transfer to the agency from another APS agency, with no break in continuity of

service, will not be entitled to the credits under subclause G7.7.

G7.9 After the first full year of service, personal/carer's leave will progressively accrue daily and be credited monthly at 11.25 hours on the first day of each month.

G7.10 Employees covered by subclause G7.5 will commence accrual of leave under subclause G7.9 on the first day of the month after their commencement with the agency, and will receive a pro rata entitlement in respect of any time between their commencement of employment, and first monthly credit, that has not been covered by a credit of personal/carer's leave from their previous employer.

G8 Accessing personal/carer's leave

G8.1 Employees may use leave accrued under clause G7 as "personal leave":

- (a) due to personal illness or injury;
- (b) to attend medical appointments with a registered health practitioner; and/or
- (c) to manage a chronic condition.

G8.2 Employees may use leave accrued under clause G7 as "carer's leave" to provide care or support for a family member (including a household member), or for another person they have caring responsibilities for, where the other person:

- (a) is ill or injured and requires care or support in respect of the illness or injury;
- (b) is unable to attend a medical appointment or medical procedure without the employee's personal support or assistance; and/or
- (c) requires care or support during an unexpected emergency.

G8.3 A person that an employee has caring responsibilities for may include a person who needs care because they:

- (a) have a medical condition, including when they are in hospital;
- (b) have a mental illness;
- (c) have a disability;
- (d) are frail or aged; and/or
- (e) are a child, not limited to the child of the employee.

G8.4 Where their child is stillborn, a secondary caregiver may also use up to 2 weeks of their available personal/carer's leave to supplement parental leave taken under subclause G19.1. For the avoidance of doubt, further personal/carer's leave may be accessed in accordance with G8.1 and G8.2.

G8.5 Employees must advise an appropriate person, as determined for their workplace, as soon as reasonably practicable of an absence or their intention to be absent. Generally, this should be prior to the employee's scheduled start time wherever possible, unless there are circumstances beyond the employee's control.

G8.6 Supervisors will advise employees of the reporting arrangements for their workplace, including identifying the "appropriate person" for that workplace.

G8.7 An employee may access 3 consecutive working days, and up to a total of 8 days of paid personal/carer's leave (subject to available leave credits) in a calendar year, without providing suitable evidence to support the absence. These 8 total days make up part of an employee's 18-day accrual.

G8.8 In this clause G8, suitable evidence means:

- (a) a certificate from a registered health practitioner;

- (b) a statutory declaration;
- (c) in respect of carer's leave, evidence from an appropriate source such as a school or child care provider, or a statutory declaration; or
- (d) another form of evidence approved by the Agency Head.

- G8.9 After an employee has accessed more than 3 consecutive working days or more than a total of 8 days of personal/carer's leave without suitable evidence, in accordance with subclause G8.7, the Agency Head may require an employee to provide suitable evidence to support all further paid personal/carer's leave in that calendar year. The Agency Head may notify an employee of such a requirement. A requirement to provide suitable evidence will not be made retrospectively.
- G8.10 Where the Agency Head has required an employee to provide suitable evidence to support absences from the workplace, and that evidence cannot be provided to support absences, the Agency Head may deem the leave to be an unauthorised absence.
- G8.11 The Agency Head may grant unpaid personal/carer's leave where an employee does not have sufficient personal/carer's leave credits to access paid leave, or where an employee has been required to provide suitable evidence to support their absence and suitable evidence was not provided. For the avoidance of doubt, this clause does not restrict an employee's ability to access any entitlement to unpaid personal/carer's leave they may have under legislation.
- G8.12 Personal/carer's leave without pay does not count as service for the purpose of accruing annual or personal/carer's leave.
- G8.13 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.
- G8.14 The Agency Head will grant available paid personal leave to an employee who provides suitable evidence that they are medically unfit for one day or more while on unpaid parental leave or flex leave, in addition to the re-crediting of leave outlined in subclause G1.4.

G9 Defence Service Sick Leave

- G9.1 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 as a result of either:
- (a) war-like service; or
 - (b) non-war-like service.
- G9.2 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:
 - (i) they start employment with the APS; or
 - (ii) DVA certifies the condition, and
 - (b) an annual credit of 3 weeks (15 days) Defence Service Sick Leave (pro rata for part-time employees).
- G9.3 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.
- G9.4 Unused annual credits can be built up to 9 weeks.
- G9.5 Defence Service Sick Leave is paid and counts as service for all purposes.

G10 Longer-term caring leave

- G10.1 An employee may be granted unpaid leave for longer-term caring purposes.

G11 Portability of leave

- G11.1 Where an employee moves into the agency from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.
- G11.2 Where an employee is engaged in the agency immediately following a period of ongoing employment in the Parliamentary Services 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.
- G11.3 Where an employee is engaged as an ongoing employee in the agency, and immediately prior to the engagement the person was employed as a non-ongoing employee (whether in the agency or another), at the employee's request, any accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
- G11.4 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 employee (whether in the agency or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
- G11.5 Where an employee is engaged as an ongoing employee in the agency, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in subclause G11.2), the Agency Head will recognise any unused accrued personal/carer's leave at the employee's request. The Agency Head will advise the employee of their ability to make this request.
- G11.6 Where an employee is engaged as an ongoing employee in the agency, and immediately prior to the engagement the person was employed by a State or Territory Government, the Agency Head may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
- G11.7 For the purposes of subclauses G11.1 to G11.6, an employee with a break in service of less than 2 months is considered to have continuity of service.

G12 Long service leave

- G12.1 An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- G12.2 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 under subclause G1.4 of this Agreement.

G13 Miscellaneous leave

- G13.1 The Agency Head may grant an employee miscellaneous leave, either with or without pay.
- G13.2 Leave under this clause G13 will generally not exceed 12 months.
- G13.3 Leave with pay under this clause will count as service for all purposes and leave without pay under this clause will not count as service, unless otherwise specified in the relevant policy.
- G13.4 Casual employees may be granted paid miscellaneous leave in accordance with clause H5 or in accordance with a Government directive.

G14 NAIDOC Leave

- G14.1 First Nations employees will be entitled to access up to one day of paid leave per calendar year, to participate in NAIDOC week activities.
- G14.2 NAIDOC Leave can be taken in part-days.

G15 First Nations Ceremonial Leave

- G15.1 First Nations employees will be entitled to 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.
- G15.2 The Agency Head may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- G15.3 Paid leave and up to 10 days of unpaid leave granted under clause G15 will count as service for all purposes.
- G15.4 First Nations ceremonial leave can be taken as part-days.
- G15.5 First Nations ceremonial leave is in addition to compassionate and bereavement leave.

G16 Cultural Leave

- G16.1 The Agency Head will 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.
- G16.2 The Agency Head may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- G16.3 Cultural leave can be taken as part-days.
- G16.4 Paid leave, and up to 10 days of unpaid leave over 2 calendar years, granted under this clause G16 will count as service for all purposes.
- G16.5 For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause G15.

G17 Parental leave

- G17.1 A primary caregiver, secondary caregiver and ML Act is defined in the definitions section at clause A8.
- G17.2 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.
- G17.3 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.
- G17.4 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

- G17.5 An employee is entitled to parental leave with pay as per clauses G17.7 and G17.8 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.
- G17.6 Employees newly engaged or who have moved to the Agency from another APS agency are eligible for the paid parental leave in clauses G17.7 and G17.8 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 G17.7 and G17.8, the balance is available to the employee.
- G17.7 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 G1 below.

Table G1: 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

G17.8 An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in Table G2 below.

Table G2: 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

G17.9 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.

G17.10 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.

G17.11 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.

G17.12 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 G19.4 until after the legislated paid maternity leave is used.

G18 Adoption and long-term foster care leave

G18.1 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) has not lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement; and
- (b) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

- G18.2 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.
- G18.3 An employee who is in the process of adopting a child may take up to 2 days' leave to attend any interviews or examinations required to obtain approval for the adoption. This leave may be taken as annual leave, purchased leave or flex leave (where available), or as miscellaneous leave without pay.

G19 Stillbirth, pregnancy loss and premature birth

- G19.1 Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is 2 weeks (in addition to supplementary personal/carer's leave for secondary caregivers under subclause G8.4). A stillborn child is a child:
- (a) who weighs at least 400 grams 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.
- G19.2 A pregnant employee who experiences, or an employee whose partner experiences, pregnancy loss is entitled to one week's 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.
- G19.3 Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this Agreement.
- G19.4 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.

G20 Return to work after parental leave

- G20.1 On ending primary caregiver leave, secondary caregiver leave, adoption or long-term foster care leave or general parental leave, an employee is entitled to return to:
- (a) the employee's pre-leave duties; or
 - (b) if those duties no longer exist, an available position for which the employee is qualified and suited at the same classification and pay (subject to clauses C3 and C4 of this Agreement) as applied pre-leave. Where this is not practical, other duties will be sought.
- G20.2 For the purposes of this clause G20, "duties" means those performed:
- (a) if the employee was moved to safe duties because of their pregnancy – immediately before that move;
 - (b) if the employee began working part-time because of their pregnancy – immediately before that part-time employment began; or
 - (c) otherwise, immediately before the employee commenced leave.

G21 Compassionate leave

- G21.1 Employees will be eligible for 3 days of 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.
- G21.2 An employee may be asked to provide evidence to support their absences on compassionate leave.

G21.3 Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part-days.

G21.4 For casual employees, compassionate leave is unpaid.

G22 Bereavement leave

G22.1 Employees will be eligible for 3 days of 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 or household.

G22.2 An employee may be asked to provide evidence to support their absences on bereavement leave.

G22.3 Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part-days.

G22.4 For casual employees, bereavement leave is unpaid.

Additional bereavement leave

G22.5 An employee may be granted:

- (a) up to an additional 2 days of paid leave per occasion in respect of the death of the current partner, parent, child or sibling of the employee; or the parent, sibling or child of the employee's current partner; and
- (b) up to an additional one day of paid leave per occasion in respect of the death of the grandparent or grandchild of the employee, or the grandparent or grandchild of the employee's current partner.

G23 Sabbatical leave

G23.1 The Agency Head may allow an ongoing employee to work for a specified number of years with a proportion of their salary withheld over that time to fund a subsequent period of leave, in accordance with subclauses G23.2 to G23.4.

G23.2 An employee may elect to have 10% of their salary withheld over 2 years, in order to access sabbatical leave for 3 months in the third year.

G23.3 An employee may elect to have 10% of their salary withheld over 4 years, in order to access sabbatical leave for 6 months in the fifth year.

G23.4 An employee may elect to have 20% of their salary withheld over 4 years, in order to access sabbatical leave for 12 months in the fifth year.

G23.5 The commencement of sabbatical leave may be deferred where the Agency Head and employee agree that exceptional circumstances apply.

G23.6 The withheld salary will be paid to the employee over the period of sabbatical leave in equal fortnightly instalments.

G23.7 Sabbatical leave will count as service for the purposes of accruing annual and long service leave.

G23.8 Any withheld salary amounts that are not accessed by the employee during the course of their employment with the agency will be paid to the employee on cessation of employment with the agency.

G24 Emergency response leave

G24.1 In accordance 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.

G24.2 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 Agency Head 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.

G24.3 Paid leave may be refused where the employee's role is essential to the agency's response to the emergency.

G24.4 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.

G24.5 The Agency Head may approve reasonable paid and unpaid leave for ceremonial duties and training.

G24.6 Emergency response leave, with or without pay, will count as service.

G25 Jury duty

G25.1 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.

G25.2 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 or territory legislation.

- (a) For the purposes of this clause, full rate of pay is to be as if the employee was at work.

G25.3 The employee is required to inform their supervisor before they are released from duty and provide evidence of the need to attend.

G25.4 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 the agency for the period of absence. This will be administered in accordance with the overpayments clause at C7.

G26 Defence reservist leave

G26.1 The Agency Head 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.

G26.2 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).

G26.3 Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.

G26.4 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.

G26.5 In addition to the entitlement at subclause G26.2, 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.

G26.6 Paid Defence Reservist Leave counts for service.

G26.7 Unpaid Defence Reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.

G26.8 Unpaid leave taken over 6 months counts as service, except for annual leave.

G26.9 An employee will not need to pay their tax-free ADF Reserve salary to their agency for any reason.

G26.10 Eligible employees may also apply for annual leave, long service leave, leave without pay, top-up pay, or they may use flex or make up time, for the purpose of fulfilling ADF Reserve, CFTS, or Cadet Force obligations.

G26.11 An employee must notify the agency when the dates of ADF Reserve, CFTS, or Cadet Force activities are known and/or changed.

G27 Leave for emergency management situations

G27.1 An employee may be granted paid leave as required, for the purpose of rest relief after assisting in emergency management activities on behalf of the agency.

G28 Leave to attend proceedings (Witness leave)

G28.1 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.

G28.2 An employee who is not covered under clause G28.1, 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 the Agency.

G28.3 An employee may otherwise be granted paid or unpaid miscellaneous leave by the Agency Head 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.

G28.4 The Agency Head 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.

G29 Leave to represent Australia

G29.1 An employee may be granted a period of paid leave of up to one calendar week per occasion, for the purpose of representing Australia as an accredited official or competitor in the Olympic Games, Commonwealth Games and Paralympics.

G29.2 Leave granted under this clause G29 will be for the duration required to complete official duties or compete, plus reasonable travelling time and may be extended by further period of paid or unpaid leave depending on the circumstances.

G30 Temporary office closure

G30.1 An employee will be granted paid leave as required, where their office is temporarily closed and no alternative arrangements can be made.

G31 Special leave

G31.1 An employee may be granted up to 2 days of paid leave for the purpose of attending to personal emergencies:

- (a) that are unplanned, unforeseen and unavoidable;
- (b) that require the direct and immediate involvement of the employee; and
- (c) where no alternative arrangements can be made.

G32 Early support leave

G32.1 An employee may be granted up to 3 days paid leave for early support purposes.

G33 Leave to accompany partners on Commonwealth postings

G33.1 An employee may be granted unpaid leave as required, for the period required where their current partner is posted with the Commonwealth.

G34 Leave for approved outside employment

G34.1 An employee may be granted unpaid leave, generally not exceeding 12 months, for the purpose of undertaking approved outside employment.

G35 Campaign leave

G35.1 An employee may be granted unpaid leave as required, for the purpose of assisting with an election campaign in their personal capacity.

G36 Unauthorised absence

G36.1 Where an employee is absent for any period without authority, the absence will not count as service for any purpose, and will not attract payment of salary.

G37 Payment in lieu of leave entitlements on death of employee or separation

Separation because of death

G37.1 When an employee dies, or the Agency Head has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the Agency Head 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.

Separation other than by death

G37.2 An employee who separates from the APS (other than by death) will be paid in lieu of any unused annual leave. Payment will be made using the rate of the employee's final salary, including allowances that would have been included in the employee's salary during periods of annual leave.

G37.3 Long service leave will be paid out on separation only in accordance with the *Long Service Leave Act 1976*.

G37.4 An employee is not taken to have separated from the agency for the purpose of subclause G37.2 if:

- (a) they are an ongoing employee who ceases employment with the agency on one day and commences employment with another APS agency on the next working day; or
- (b) they are a non-ongoing employee who does not have a break in service between periods of engagement with the agency.

G38 Preservation of accrued entitlements

G38.1 This clause G38 preserves any leave that an employee accrued or purchased (including sabbatical leave) under the Previous Instrument.

G38.2 An employee's entitlement or liability under a Previous Instrument in respect of flex credits or debits will be preserved.

Part H – Employee Support and Workplace Culture

H1 Integrity in the APS

- H1.1 The agency understands that procedural fairness is essential in building and maintaining trust with APS employees, and that it requires fair and impartial processes for employees affected by APS-wide or agency decisions.
- H1.2 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.
- H1.3 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 the agency; and
 - (b) attend agency mandated training about integrity.

H2 Respect at work

Principles

- H2.1 The agency values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The agency recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
- H2.2 The agency recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance, including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.

Consultation

- H2.3 The agency will consult with employees and their unions in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

H3 Workloads

- H3.1 The agency recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.
- H3.2 When determining workloads for an employee or group of employees, the agency will consider the need for employees to strike a balance between their work and personal life.
- H3.3 Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the agency and employee/s together must review the employees' workloads and priorities and determine appropriate strategies to manage the impact on the employee or group of employees.

H4 Employee Assistance Program (EAP)

- H4.1 Employees and their families will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by the agency and will be accessible on paid time.

H5 Family and domestic violence support

- H5.1 The agency will provide support for employees affected by family and domestic violence, depending on the

employee's circumstances.

- H5.2 The agency recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
- H5.3 Family and domestic violence support provisions, including paid leave, are available to all employees covered by this Agreement.
- H5.4 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; or
 - (i) attending appointments with medical, financial or legal professionals.
- H5.5 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.
- H5.6 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.
- H5.7 These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
- H5.8 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.
- H5.9 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.
- H5.10 Evidence may be requested to support the agency in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the agency will require, unless the employee chooses to provide another form of evidence.
- H5.11 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.
- H5.12 The agency will take all reasonable measures to treat information relating to family and domestic violence confidentially. The agency will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the agency may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- H5.13 Where the agency needs to disclose confidential information for purposes identified in subclause H5.12, where it is possible the agency will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
- H5.14 The agency will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence;

or support/s provided by the employer, unless otherwise required by legislation.

- H5.15 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.
- H5.16 The agency will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
- H5.17 Further information about leave and other support available to employees affected by family and domestic violence may be found in the Family and Domestic Violence Support Policy.

H6 Care advice service

- H6.1 The agency will facilitate access to advice for employees in relation to their caring responsibilities for elder relatives through an elder care advisory service where publicly available. The service will be provided at no cost to employees.

H7 Lactation and breastfeeding support

- H7.1 Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
- H7.2 The agency will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause H7.3. In considering whether a space is appropriate, an agency should consider whether:
- (a) there is access to refrigeration;
 - (b) the space is lockable; and
 - (c) there are facilities needed for expressing, such as appropriate seating.
- H7.3 Where it is not practicable for an agency site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
- H7.4 The agency will facilitate discussion between individual employees and their supervisor about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- H7.5 The supervisor and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working, or varying work hours on an ad hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may change over time.
- H7.6 The agency will support employees who choose to continue breastfeeding by providing telephone access to relevant free breastfeeding support services. An employee may access the flexible working arrangements or personal/carer's leave to access support or treatment in relation to breastfeeding.
- H7.7 Further information is available in the relevant policy guidance.

H8 Blood donation

- H8.1 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 employers will consider employees on duty.
- H8.2 The employee must inform their supervisor in advance of when they will be away from work before donating blood, plasma or platelets.

H9 Vaccinations

- H9.1 The agency will offer annual influenza vaccinations at no cost to all employees.
- H9.2 Where the agency requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

H10 Emergency management situations

H10.1 In the event that the agency is required to respond to an emergency situation, either within Australia or overseas, the Agency Head may activate this clause H10 to assist in providing suitable terms and conditions of employment for those employees who are required to assist in that response.

H10.2 In activating this clause H10, the Agency Head will:

- (a) determine which employees or groups of employees the decisions under this clause will apply to;
- (b) reasonably take the needs and preferences of employees into account in that determination;
- (c) determine the length of time for which any decisions will apply; and
- (d) determine the clauses that will be varied in order to respond to the emergency situation.

H10.3 The Agency Head may, under this clause H10, decide that some clauses of this Agreement will be varied for affected employees. Depending on the nature of the event, these clauses may include:

- (a) where work is performed;
- (b) penalty rates (including shift or overtime);
- (c) allowances;
- (d) application of flex arrangements;
- (e) application of leave arrangements, such as miscellaneous leave; and/or
- (f) timeframes for performance management.

H10.4 A decision made under this clause H10:

- (a) must ensure that an employee's health and safety in the course of their duties is not adversely affected;
- (b) must result in any terms and conditions provided under this clause H10 being more beneficial to the employee than what would have otherwise been available to the employee under the usual operation of this Agreement; and
- (c) will be published on the agency's intranet once it is approved.

H11 Disaster support

H11.1 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 Agency Head will consider flexible working arrangements to assist the employee to perform their work.

H11.2 Where flexible working arrangements are not appropriate, the Agency Head 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.

H11.3 In considering what period of leave is appropriate, the Agency Head will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth authorities.

H12 Health insurance discount

H12.1 The agency will continue to allow health insurance providers who are willing to provide a discount on health insurance for interested employees. Any discount available will be at no cost to the agency.

H13 Employee identification

H13.1 Employees will have a choice about whether they provide their full name or only their first name in response to public enquiries, including in correspondence and face to face contact, unless legislation requires otherwise.

H14 Uniforms

H14.1 Where the agency corporate wardrobe uniform is required, it will be issued to employees at no cost. A subsidy

program will be provided for wardrobe items for employees in other work areas. The design of the agency corporate wardrobe uniform will take into consideration WHS principles and obligations.

H15 Public transport

- H15.1 The agency encourages employees to make use of public transport where possible including for travel to and from work and travel for work purposes.
- H15.2 The agency will provide a scheme to allow ongoing employees to purchase longer term public transport tickets where publicly available for travel to and from work through the agency. Employees participating in the scheme will reimburse the agency the full amount of the pass, plus any fringe benefits tax (FBT) amount through fortnightly deductions from their net salary. While this scheme could attract FBT, on commencement of this Agreement the predicted cost of long-term public transport tickets would mean that FBT is not payable. Should circumstances change, and FBT were to be payable to some or all purchases of public transport tickets, the agency would notify affected employees and the expectation is that employees would reimburse the agency any FBT amount.
- H15.3 The agency is committed to administering the program as efficiently as possible. Where the costs of administering the total scheme exceed 50% of one full-time employee's time, those employees participating in the scheme will equally share the costs of the additional administration.
- H15.4 Any amount that remains outstanding to the agency at the expiry of the transport ticket, transfer of the employee to another location or cessation of the employee's employment will be deducted from the employee's salary or final entitlements. Amounts payable by an employee under this subclause H15.4 may, in accordance with the relevant Accountable Authority Instruction, be deducted from monies otherwise payable to the employee or recovered as a debt due to the Commonwealth.

H16 Commonwealth dwellings – rental contribution

- H16.1 An employee who is provided with residential accommodation that is owned or leased by the Commonwealth will be required to pay 15% of their salary towards the rent of that accommodation.
- H16.2 If Commonwealth accommodation is shared between more than one employee, the employees will each pay an equal share of the 15% contribution.
- H16.3 Where an employee is required to supervise or control Commonwealth personnel or property outside of the employee's ordinary hours of duty, the rental contribution payable by the employee will not exceed 10% of their salary.
- H16.4 The Agency Head may reduce the contribution payable by an employee under this clause H16.

Part I – Performance and Development

I1 Learning and development

- I1.1 The agency is committed to ensuring that employees have the skills and knowledge they require to perform their duties and supporting employee career development. The agency will ensure that all employees have access to appropriate learning and development opportunities on work time. The agency values diversity and provides reasonable adjustments for learning delivery wherever possible.
- I1.2 Supervisors and employees are responsible for:
- (a) active participation in all aspects of the employee's learning and development, including encouragement, support and the application of new skills and knowledge;
 - (b) understanding employee capability, including identifying strengths and reviewing individual needs; and
 - (c) providing regular feedback to each other on all aspects of the employee's learning and development.

- I1.3 Employees will access at least 5% of their working hours for learning and development.
- I1.4 Learning and development opportunities may include:
- (a) experiential (on-the-job) learning and development activities;
 - (b) coaching and mentoring activities; and
 - (c) formal, off-the-job learning and development activities.
- I1.5 Where an employee requires professional skills in order to perform their duties, the supervisor and the employee will agree to a Learning and Development Plan in accordance with subclause I9.2(b) that facilitates the employee to maintain their professional development and skills. This may include costs of training or conferences that are required to maintain professional registration and/or membership, or where the agency considers it will provide a benefit to the agency.
- I1.6 Learning and development time will usually be scheduled in blocks of at least 30 minutes in accordance with subclause F8.5, where applicable. An employee may choose to undertake learning and development for a shorter period where this suits their needs.
- I1.7 In all environments, employees will be provided with appropriate facilities, such as time away from customer contact duties, in order to undertake learning and development activities.
- I2 Studies assistance**
- I2.1 The Agency Head may, under this clause and in accordance with relevant policy, determine that an ongoing employee is an “approved student” for the purposes of providing studies assistance. The Agency Head will consider:
- (a) the personal development needs of the employee;
 - (b) the financial resources, operational needs and corporate goals of the agency;
 - (c) the effective work performance of the approved student;
 - (d) the length of the course; and
 - (e) the demonstrated requirements of the broader APS.
- I2.2 An approved student may receive studies assistance for full-time or part-time studies, in the form of:
- (a) paid leave;
 - (b) unpaid leave; and/or
 - (c) full or partial reimbursement of costs associated with studies.
- I2.3 An approved student is entitled to paid leave to attend examinations and/or formal assessments requiring attendance held during normal hours of duty including reasonable travel time.
- I2.4 Leave without pay for study purposes will count as service for all purposes other than annual leave and salary advancement if the approved student returns to the agency following their study leave.
- I3 Professional reimbursement**
- I3.1 The agency will reimburse professional association membership costs and/or accreditation or registration fees where these are required for the performance of an employee’s duties. This reimbursement is subject to the employee providing suitable evidence of the expense.
- I3.2 The agency may also reimburse professional association membership costs and/or accreditation or registration fees where such membership is considered to provide a direct benefit to the agency.

I4 First Nations cultural competency training

- I4.1 The Agency Head will take reasonable steps to ensure all substantive, ongoing EL 2 employees employed at the commencement of this Agreement or any new substantive, ongoing EL 2 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 this Agreement.
- I4.2 Any new substantive, ongoing EL 2 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.

I5 Call monitoring

- I5.1 The agency will advise employees when commencing a role in which calls may be recorded.
- I5.2 Call monitoring may be used to identify learning and development needs, recognise good customer service and outcomes, and improve quality and accuracy. A fixed number of calls will be randomly selected and the individual employee's interactions with the customer will be assessed.
- I5.3 Employees will receive feedback on the quality of monitored calls, to reinforce positive call behaviours and identify aspects for improvement.
- I5.4 Where quality, capability or performance issues are identified, an employee will be advised in writing prior to a fixed period in which additional calls are monitored.
- I5.5 Call monitoring practices will not compromise professional standards or registration.

I6 Purpose of performance management

- I6.1 The purpose of the performance management process is to:
- (a) develop a culture of high performance in the agency;
 - (b) align individual performance requirements with business requirements;
 - (c) ensure that employees have a clear understanding of their role, and the performance standards expected of them;
 - (d) encourage open discussions between employees and their direct supervisors;
 - (e) regarding performance, provide reasonable support and feedback to identify and plan for learning and development needs; and
 - (f) assess and reward employee performance.

I7 Principles of performance management

- I7.1 Joint responsibility – employees and supervisors will participate in all aspects of the performance management process, including initiating reviews, and seeking and providing feedback as required; and be provided with resources and support to do so.
- I7.2 Confidentiality – performance management processes, including access to and the use of performance data, will comply with privacy principles.
- I7.3 No surprises – the performance process will ensure that employees are aware of their performance progress. Supervisors and managers should identify and address performance concerns at the earliest opportunity.
- I7.4 Fair – the performance process will provide employees with an opportunity to respond to performance feedback, consistent with the principles of natural justice and will provide reasonable adjustments for employees with disability if required.
- I7.5 Holistic – a range of metrics will be used to assess performance, not limited to adherence or call monitoring. Performance assessments will balance qualitative and quantitative evidence of employee performance. Any

business-related work outcomes and performance measures will be realistic, within the employee's control and consistent with their work level.

- I7.6 Representation – an employee may have a support person (who may be a union representative) at any stage of the performance process. All parties in a performance process will undertake discussions constructively. The support person's role may facilitate and may supplement direct discussions between the employee and their supervisor.

I8 Performance cycle

- I8.1 The performance cycle for all employees will run from 1 July each year to 30 June in the following year.

I9 Performance process

- I9.1 An employee and their supervisor will develop and agree on an Individual Performance Agreement within 8 weeks of:

- (a) the commencement of a new performance cycle; and/or
- (b) starting in a new position, either temporarily or permanently, at the same or a higher level.

- I9.2 “Individual Performance Agreement” means a holistic plan that is consistent with an employee's classification and outlines:

- (a) business-related work outcomes and individual performance measures that are realistic, achievable, measurable, and within an employee's control;
- (b) expectations regarding workplace behaviours, consistent with APS Values; and
- (c) an employee's learning and development plan, including:
 - (i) role-related learning requirements;
 - (ii) career development goals (as relevant); and
 - (iii) opportunities identified by the employee and their supervisor to address learning and development needs.

- I9.3 Amendments to an Individual Performance Agreement to account for changes in an employee's circumstances or business changes will be by agreement with the employee and their supervisor.

- I9.4 An employee will be provided with reasonable support and feedback about their performance in discussion with their supervisor throughout the cycle.

- I9.5 The employee and their supervisor will participate in a mid-cycle review of the employee's performance against the Individual Performance Agreement, which will be completed in writing, by February in the relevant year. In this discussion, the employee will be provided with an indicative rating of their performance as part of this review.

- I9.6 The employee and their supervisor will participate in an annual review of the employee's performance against the Individual Performance Agreement, which will be completed in writing, by 15 August in the relevant year.

- I9.7 Where an employee's supervisor has not initiated a review in accordance with this clause I9, the employee will raise the matter with their supervisor's direct manager.

- I9.8 An employee's overall performance (at the mid-cycle review and annual review stages) will be rated against the following scale, following discussions between the employee and their supervisor:

- (a) **Needs Improvement:** the employee has not met expectations; or has met some performance outcomes; or has made satisfactory progress towards meeting their performance outcomes, but requires further time, support, development or improvement to meet expectations as outlined in their Individual Performance Agreement.
- (b) **Meets Expectations:** the employee has met their required performance outcomes as outlined in their

Individual Performance Agreement.

- (c) **Exceeds Expectations:** the employee has consistently exceeded their required performance outcomes as outlined in their Individual Performance Agreement.

I9.9 Where at the time of the annual performance review an employee is accessing support under clause I10, or a Formal Performance Assessment (FPA) provided in clause I11, they will receive a performance rating of “Needs Improvement”.

I10 Support plan

I10.1 This clause does not apply to non-ongoing and casual employees, employees on an Entry Level Program or employees on probation.

I10.2 The purpose of this clause I10 is to support the employee to attain and sustain performance which meets expectations.

I10.3 Where an employee’s performance does not meet expectations with reasonable support and feedback, a supervisor may commence a support plan under this clause I10. This may occur at any stage during the performance cycle. This includes, but is not limited to, where an employee’s performance has been rated as “Needs Improvement” in accordance with subclause I9.8.

I10.4 A support plan is designed to be less formal and intended to avoid the need to progress to the FPA process at clause I11.

I10.5 Together, the employee and supervisor will develop and agree on a documented plan with realistic, reasonable, and measurable performance expectations to improve the employee's performance in the identified area/s of concern. The plan outlines the support available to the employee including learning or training to improve performance, supervision and how progress is to be assessed. When additional calls may be monitored for a fixed period in response to identified performance issues, this will be included in the documented plan.

I10.6 While an employee is receiving support under this clause I10, their Individual Performance Agreement is suspended. On successful completion, their Individual Performance Agreement will be updated to ensure it meets the principle as set out in subclause I7.5 ('holistic').

I10.7 The support is to be available for a period of up to 8 weeks but may end at any point after 4 weeks where the employee has met and sustained a level of "Meets Expectations". The 8-week period may be extended by up to 4 weeks of approved leave during this period.

I10.8 Where an employee is reassessed as “Meets Expectations” within the period at subclause I10.7, the plan will end.

I10.9 If the employee has not attained and sustained performance that "Meets Expectations" within the period at subclause I10.7, the Agency Head may initiate an FPA under clause I11.

Managing underperformance

I11 Formal performance assessment

I11.1 This clause I11 does not apply to non-ongoing and casual employees, employees on an Entry Level Program, or employees on probation.

I11.2 The supervisor may initiate an FPA where an employee has been unable to meet expectations with reasonable support as provided in clause I10.

I11.3 When a supervisor applies this clause I11, they will ensure that the employee is afforded procedural fairness and is advised of their right to be represented or have a support person assist them.

I11.4 Where an FPA is initiated, the following applies:

- (a) written notice of assessment will be provided to the employee, which will identify areas of underperformance and schedule a formal discussion with the employee;

- (b) the supervisor will have a formal discussion with the employee;
 - (c) an FPA plan will be developed and implemented, outlining required realistic, reasonable, and measurable levels of performance, and strategies to assist the employee attain and sustain performance at the “Meets Expectations” level; and
 - (d) regular reviews of the employee’s performance will be conducted by the supervisor.
- I11.5 While an employee is participating in an FPA, their Individual Performance Agreement is suspended, and no salary advancement will be available.
- I11.6 At any stage in the process, where an employee has attained and sustained performance which “Meets Expectations”, the Agency Head may determine that the FPA will cease and advise the employee in writing.
- I11.7 If an employee attains and sustains a level of performance which “Meets Expectations” and the FPA is ceased as provided in subclause I11.6, their Individual Performance Agreement will be updated to ensure it meets the principle as set out in subclause I7.5 ('holistic'). No salary advancement will be available.
- I11.8 The FPA will take no more than 8 weeks. This 8-week period will be extended by any periods of approved leave.
- I11.9 At any time during the FPA, the employee may consent to termination of employment. Where an employee agrees to have their employment terminated, they will be entitled to payment of a lump sum of any balance of the FPA period. The notice periods for termination of employment apply as specified in the FW Act, but will be deemed to run concurrently with the balance of the FPA period.
- I11.10 Where, at the end of the FPA, the employee has not attained and sustained the required standards of performance during the FPA, the Agency Head may take appropriate action, including:
 - (a) reassign the employee to alternative duties at the same classification;
 - (b) reduction in classification in respect of unsatisfactory performance of duties; or
 - (c) terminate employment due to unsatisfactory performance of duties.
- I11.11 If, within 12 months of completing an FPA, an employee’s supervisor identifies that an employee’s performance is below and remains below satisfactory standards for the same reasons, a new FPA can be commenced without undertaking a support plan in accordance with clause I10.

Part J – Travel and Location-Based Conditions

J1 Additional expenses incurred on official business

- J1.1 Where an employee is required to be absent from their usual place of work on official business and is not in receipt of a daily travel allowance, the Agency Head may approve reimbursement to the employee of reasonable additional expenses, including fares and parking, incurred by the employee as a result of being absent from their usual place of work.

J2 Travel allowances

- J2.1 These provisions apply where an employee is required to be absent from their usual place of work for official purposes.
- J2.2 Where an employee is required to be absent from their usual place of work for one or more days, including an overnight stay, the Agency Head will approve payment to the employee of a daily travel allowance, paid at the rates outlined in the relevant subscription service.
- J2.3 A daily travel allowance under subclause J2.2 will be payable for the first 21 consecutive days that an employee is absent from their usual place of work. Thereafter, clause J4 of this Agreement will apply.
- J2.4 The meal and/or accommodation components of a daily travel allowance will not be payable where the relevant expense is met by the agency or another organisation.
- J2.5 Where an employee chooses to stay in non-commercial accommodation, they will not be entitled to the accommodation component of a daily travel allowance. The Agency Head will instead approve payment to the employee of a non-commercial accommodation allowance of:
- (a) a one-off payment of \$104 (taxable), to cover the first and second night in a locality; and
 - (b) \$54 (taxable) per night for the third night and any subsequent nights.
- J2.6 Employees will not be required to share commercial accommodation.
- J2.7 Where an employee is required to be absent from their usual place of work on official business for more than 10 hours, but not overnight, the Agency Head will approve payment to the employee of a part-day travel allowance. The rate of this allowance will be \$70.72, adjusted in accordance with the relevant subscription service.
- J2.8 An employee may choose to waive part or all of their entitlement to travel allowances. This waiver must be provided in writing prior to the commencement of the travel.

J3 Travel expenses, fares and travel time

Additional expenses

- J3.1 Where an employee incurs additional child care expenses as a result of being required to travel for official purposes, the Agency Head will approve reimbursement of reasonable additional expenses to the employee, where the employee provides suitable evidence of the additional expenses incurred.
- J3.2 Where the travel allowance paid to an employee under clause J2 of this Agreement is insufficient to cover reasonably incurred expenses while travelling, the Agency Head will approve payment of an additional amount to the employee to cover those expenses, where suitable evidence of the additional expenses is provided by the employee.
- J3.3 Where an employee becomes ill while travelling for official purposes and incurs additional expenses as a result of being unable to return home, the Agency Head will approve reimbursement of actual expenses incurred, up to the rate of the daily travel allowance.

Fares

- J3.4 Where an employee becomes critically or dangerously ill while absent from their usual place of work for official

purposes, and a support person and/or dependent child or children travels to be with the employee, the Agency Head will approve the reimbursement of reasonable fares incurred by the support person and/or dependent child or children.

- J3.5 Where an employee is performing duties while absent from their usual place of work, and is granted either compassionate or bereavement leave in respect of a partner, parent, child or sibling of the employee or their partner, the Agency Head will approve reimbursement to the employee for reasonable additional fares that would not have been incurred had the employee been located at their usual place of work.

Travel time

- J3.6 An employee will be considered to be on duty:

- (a) while they are in direct transit; and
- (b) while they are undertaking official business in the temporary locality.

- J3.7 When an employee spends time on personal matters, the employee is not considered to be on duty.

- J3.8 An employee will not be required to travel more than 10 hours per day inside the bandwidth.

- J3.9 Where an employee is travelling outside the bandwidth, an employee at or below the APS 6 classification level will:

- (a) be entitled to time off in lieu, on an hour for hour basis; but
- (b) not be entitled to overtime payments.

J4 Reviewed rate of travel allowance

- J4.1 Where an employee is required to be absent from their usual place of work on official business for at least 21 continuous days in a single location, they will be entitled to a reviewed rate of travel allowance for any periods beyond 21 days which may include:

- (a) reimbursement of reasonable expenses for rent or board at the temporary locality, subject to prescribed rental ceilings;
- (b) reimbursement of reasonable additional costs incurred at the employee's usual place of work because of their absence;
- (c) a one-off, taxable payment of a household establishment allowance, at the following rates (depending on duration of the stay):

Household establishment allowance	Rate from the commencement of this Agreement	Rate from 13 March 2025	Rate from 12 March 2026
Rate 1 (21 – 36 days in a single location)	\$473.04	\$491.02	\$507.71
Rate 2 (more than 36 days in a single location)	\$947.26	\$983.26	\$1,016.69

- (d) a reunion fare at the completion of each full 3-month period at the temporary locality, where the employee has dependants who have not accompanied the employee to the temporary locality;
- (e) the meals component of the daily travel allowance, where the Agency Head agrees that the employee is unable to move out of hotel/motel accommodation, and that they do not have suitable kitchen facilities; and/or

- (f) travel and removal expenses for the employee and their dependants, where the employee is expected to work at the temporary locality for more than 3 months.

J5 Overseas travel

- J5.1 Overseas travel must be approved by the Agency Head prior to the commencement of travel.
- J5.2 Employees are entitled to travel overseas in business class (or equivalent). Where business class is not available, premium economy or economy class travel will be provided.
- J5.3 Where a member of an employee's household travels with the employee, and that person's travel is paid for by the agency, that person is entitled to travel at the same standard as the employee.
- J5.4 Employees are entitled to one paid rest day for air travel of over 12 hours duration, normally taken when they arrive at their destination and before they start work.
- J5.5 Employees who do not already have a passport will be reimbursed the cost of obtaining a passport, where this is required for official travel. Where a visa is required, the agency will meet the relevant costs.
- J5.6 Where an employee requires medication or vaccinations as a direct result of the requirement to travel overseas, the costs will be met by the agency.
- J5.7 An equipment allowance of \$296 is payable to employees who travel overseas. This allowance is provided to assist with the cost of travel equipment (such as luggage or suitable clothing) purchased as a result of the requirement to travel overseas on official travel, and to compensate for additional wear and tear on personal belongings. 50% of the allowance must be acquitted by receipts. This allowance is payable once every 3 years.
- J5.8 The agency will meet reasonable costs of accommodation, meals and incidentals incurred on official travel overseas, either through the provision of a Corporate Credit Card or by payment of relevant components of a daily travel allowance, in accordance with the rates contained in the relevant policy. Expenses incurred on a Corporate Credit Card must be within the rates determined by the relevant subscription service.

J6 Relocation

- J6.1 Where an existing employee is required to relocate at the request of the agency (such as a promotion, or reassignment of duties determined by the Agency Head to be in the interests of the agency (including redeployment of an excess employee)), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
- J6.2 Where an employee is required to relocate on engagement with the agency, the employee will be provided with financial relocation assistance. The Agency Head may approve payment of reasonable financial relocation assistance costs to an employee who requests and receives approval to relocate for personal reasons.
- J6.3 The Agency Head may approve payment of the following allowances:
- (a) a one-off taxable payment of household establishment allowance, at the following rates as a part of financial relocation assistance:

Household establishment allowance	Rate from the commencement of this Agreement	Rate from 13 March 2025	Rate from 12 March 2026
Rate	\$947.26	\$983.26	\$1,016.69

and/or

- (b) where an employee is promoted or reassigned duties (but not on engagement), a one-off taxable payment of disturbance allowance, at the rates advised by the relevant subscription service.

J6.4 The Agency Head will meet the following reasonable costs of relocation (or reimburse reasonable expenses to the employee, where it is not possible to directly meet the costs) as part of providing financial relocation assistance:

- (a) costs of a pre-transfer visit to arrange accommodation and/or schooling, where this will assist a cost-effective transfer;
- (b) costs of transport to the new location for the employee, their dependants and partner;
- (c) accommodation costs for up to one week at the pre-transfer location, if the employee is required to vacate their home or have furniture removed;
- (d) accommodation costs for up to 3 weeks at the new location, if long-term temporary or permanent accommodation is not immediately available at the new location;
- (e) costs of removal and storage of household furniture and goods for the employee, their dependants and partner;
- (f) cost of insurance premium based on a reasonable replacement value; and/or
- (g) reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.

J6.5 The Agency Head may approve reimbursement to the employee of the following expenses as part of providing financial relocation assistance:

- (a) rent or boarding payments at the new locality for up to 6 months (up to prescribed rental ceilings), where the employee owned their family home at the pre-transfer location, and who intends to purchase a home in the new location. This reimbursement ceases to be available at the earlier of the employee:
 - (i) renting out or selling their home at the pre-transfer location;
 - (ii) purchasing a home at the new location; or
 - (iii) not making genuine attempts to purchase a home at the new location;
- (b) where an employee is promoted or reassigned duties (but not on engagement): costs of boarding a student during school terms at the pre-transfer location, where a dependent child's welfare or scholastic progress would be seriously prejudiced if they were required to change schools in Year 11 or 12. Costs are not payable if the child was boarding prior to the transfer being notified; or
- (c) where an employee is promoted or reassigned duties (but not on engagement): legal and professional costs on the sale of a family home at the pre-transfer location. An employee who is eligible for sale costs may also be eligible for legal and professional costs on purchase of a family home at the new location. Costs of purchase cannot be paid until the home at the pre-transfer location has been sold. Time limits on the availability of this reimbursement apply as follows:

Reimbursement type	Time limit
Sale costs	The sale must occur within the periods commencing on the day on which the employee is notified in writing of the transfer to the new location, and ending on the day 2 years after the date the employee commenced at the new location.
Purchase costs	The purchase must occur within the periods commencing on the day on which the employee is notified in writing of the transfer to the new location, and ending on the day 4 years after the date the employee commenced at the new location.

J6.6 Additional relocation assistance may be considered by the Agency Head at their discretion.

- J6.7 The employee will cease to be eligible for payments under this clause J6 at the earlier of the date they cease employment with the agency or at the expiration of any time limits specified in this clause J6.
- J6.8 Where expenses are met or paid under this clause J6 and the employee then ceases employment with the Australian Public Service within 12 months of the relocation, the Agency Head may decide to require the employee to repay up to 50% of the expenses paid under this clause J6. Amounts payable by an employee under this subclause J6.8 may, in accordance with a relevant Accountable Authority Instruction, be deducted from monies otherwise payable to the employee or recovered as a debt due to the Commonwealth. This subclause J6.8 will not apply to persons employed under a Graduate program.

J7 Remote localities

Coverage

- J7.1 This clause J7 applies to employees who are eligible for assistance in accordance with clause D15 of this Agreement.

Additional annual leave

- J7.2 A full-time employee will accrue annual leave at the rate (expressed in weeks) specified for their remote locality in Table J1 or Table J2 of this clause J7.
- J7.3 A part-time employee is entitled to accrue pro rata leave under this clause J7 in accordance with the hours they work.
- J7.4 Leave accrued under this clause J7 accrues in addition to annual leave available under clause G2 (annual leave) and/or subclause F14.10 (additional shift leave).

District allowance

- J7.5 An employee is entitled to a district allowance in accordance with:
- (a) the grading specified for the locality in Table J1 or Table J2 of this clause J7; and
 - (b) the rate for the applicable grade, as specified in the relevant subscription service; and
 - (c) the relevant rate in the subscription service, depending on an employee's dependants.

- J7.6 The district allowance is payable on a fortnightly basis in accordance with payment of salary.
- J7.7 Part-time and casual employees eligible to receive payment of district allowance will be paid at the full rate.

Leave fares

- J7.8 An employee may be entitled to leave fares in accordance with Table J1 or Table J2 of this clause J7, which accrues on a yearly (annual) basis, or every 2 years (biennial).
- J7.9 An annual leave fare will lapse 2 years from the date the leave fare accrued, and a biennial leave fare will lapse 4 years from the date the leave fare accrued.
- J7.10 An employee who has completed probation may elect to receive their leave fare as a cash payment. This election may be made at any time. Once an election has been made, all future entitlements will be processed as a cash payment on accrual.
- J7.11 Cash payments will be made in accordance with the rates specified in Tables J1 and J2 and will be grossed up to reflect the tax rate applicable to the employee's annual salary.

Air-conditioning subsidy

- J7.12 An employee residing in a Commonwealth dwelling is entitled to an air-conditioning subsidy in accordance with Table J1 or Table J2 of this clause J7.

Other fares assistance

- J7.13 An employee will be entitled to:

- (a) reimbursement of the cost of travel to the nearest qualified medical or dental practitioner for medical or emergency dental treatment, where the treatment is not available at the employee's usual place of work;
- (b) reimbursement of fares incurred for emergency or compassionate travel; and
- (c) reimbursement of fares of children necessarily at school away from the employee's usual place of work.

Additional assistance

- J7.14 An employee permanently residing in Nhulunbuy is entitled to return fares from Nhulunbuy to Darwin for them and their dependants, which accrue after 12 months of service at Nhulunbuy, and every 2 years thereafter.
- J7.15 An employee permanently residing in Broken Hill is entitled to a weekly allowance of \$15.64 (where they have at least one dependant), or \$7.83 (where they have no dependants). The allowances in this subclause J7.15 will be increased in accordance with the pay rises at subclauses C3.2 and C3.3.

Table J1 – Active Locations***NSW***

Location	Additional annual leave	District allowance	Leave fares	Adult cash out rate	Child cash out rate	Air-conditioning subsidy
Bourke	1.0	3	Biennial	\$869	\$869	No
Broken Hill	0.4	1	No	N/A	N/A	No
Lightning Ridge	1.0	3	No	N/A	N/A	No
Moree	0.4	1	No	N/A	N/A	No
Narrabri	0.4	1	No	N/A	N/A	No
Walgett	1.0	3	No	N/A	N/A	No

QLD

Location	Additional annual leave	District allowance	Leave fares	Adult cash out rate	Child cash out rate	Air-conditioning subsidy
Bamaga	1.4	4	Annual	\$2560	\$2053	Nov – Mar
Biloela	0.4	1	No	N/A	N/A	No
Bowen	0.4	1	Biennial	\$601	\$601	No
Burketown	1.4	4	Annual	N/A	N/A	Sept – May
Cannonvale	0.4	1	Biennial	\$601	\$601	No
Charleville	0.6	2	Biennial	\$985	\$785	No
Cloncurry	1.0	3	Annual	\$1789	\$1449	No
Cooktown	1.0	3	Biennial	\$1853	\$1492	No

Location	Additional annual leave	District allowance	Leave fares	Adult cash out rate	Child cash out rate	Air-conditioning subsidy
Doomadgee	1.4	4	Annual	N/A	N/A	Sept – May
Goondiwindi	0.4	1	No	N/A	N/A	No
Emerald	0.4	1	No	N/A	N/A	No
Hopevale	1.0	3	Biennial	N/A	N/A	No
Longreach	1.0	3	Annual	\$1263	\$1000	No
Mt Isa	0.6	2	Annual	\$1789	\$1449	No
Mornington Island	1.4	4	Annual	N/A	N/A	Sept – May
Normanton	1.4	4	Annual	\$2601	\$1914	Sept – May
Palm Island	0.6	2	Annual	\$1739	\$1337	No
Roma	0.4	1	Biennial	\$807	\$637	No
Thursday Island	1.4	4	Annual	\$2849	\$2316	Nov – Mar
Weipa	1.4	4	Annual	\$2509	\$2011	Oct – Mar

NT

Location	Additional annual leave	District allowance	Leave fares	Adult cash out rate	Child cash out rate	Air-conditioning subsidy
Angurugu	1.4	4	Annual	\$2952	\$2442	Oct – Apr
Ali Curung	1.4	4	Annual	\$1727	\$1396	Oct – Apr
Alice Springs	1.0	2	Annual	\$1727	\$1396	No
Borrooloola	1.4	4	Annual	\$2473	\$1995	Nov – Mar
Elliott	1.4	4	Annual	\$1727	\$1396	Oct – Apr
Galiwinku	1.4	4	Annual	\$2922	\$2421	Oct – Apr
Gunbalanya	1.4	4	Annual	\$2412	\$1995	Oct – Apr
Hermannsburg	1.4	4	Annual	\$1727	\$1396	Nov – Mar
Katherine	1.4	4	Annual	\$2473	\$1995	Sept – May
Lajamanu	1.4	4	Annual	\$2412	\$1995	Oct – Apr
Maningrida	1.4	4	Annual	\$3156	\$2570	Oct – Apr
Milingimbi	1.4	4	Annual	\$2860	\$2369	Oct – Apr

Location	Additional annual leave	District allowance	Leave fares	Adult cash out rate	Child cash out rate	Air-conditioning subsidy
Nhulunbuy	1.4	4	Annual	\$2473	\$1995	Oct – Apr
Papunya	1.4	4	Annual	\$1727	\$1396	Nov – Mar
Santa Teresa	1.4	4	Annual	\$1727	\$1396	Nov – Mar
Tennant Creek	1.4	4	Annual	\$3535	\$2620	Nov – Mar
Tiwi Islands	1.4	4	Annual	\$2642	\$2065	Oct – Apr
Wadeye	1.4	4	Annual	\$2859	\$2149	Nov – Mar
Yuendumu	1.4	4	Annual	\$1727	\$1396	Nov – Mar

SA

Location	Additional annual leave	District allowance	Leave fares	Adult cash out rate	Child cash out rate	Air-conditioning subsidy
Ceduna	1.0	3	Biennial	\$1007	\$1007	No
Coober Pedy	1.0	3	Annual	\$1188	\$1188	No

WA

Location	Additional annual leave	District allowance	Leave fares	Adult cash out rate	Child cash out rate	Air-conditioning subsidy
Broome	1.0	3	Annual	\$2053	\$1637	Sept – Apr
Carnarvon	0.6	2	Biennial	\$856	\$856	Jan – Feb
Derby	1.4	4	Annual	\$2053	\$1637	Aug – May
Esperance	0.6	2	No	N/A	N/A	N/A
Fitzroy Crossing	1.4	4	Annual	\$2796	\$2183	Aug – May
Halls Creek	1.4	4	Annual	\$3001	\$2400	Oct – Apr
Kalgoorlie	0.4	1	No	N/A	N/A	No
Karratha	1.0	3	Annual	\$1693	\$1352	Sept – Apr
Kununurra	1.4	4	Annual	\$2053	\$1637	Aug – May
Laverton	0.6	3	Annual	\$1101	\$1101	No
Meekatharra	1.0	3	Annual	\$922	\$534	Nov – Mar
Newman	1.0	3	Annual	\$1550	\$1205	Oct – Apr
South Hedland	1.0	3	Annual	\$1751	\$1391	Oct – Apr

Table J2 – Legacy Locations**QLD**

Location	Additional annual leave	District allowance	Leave fares	Adult cash out rate	Child cash out rate	Air-conditioning subsidy
Atherton	0.4	1	Biennial	\$1850	\$1492	No
Ayr	0.4	1	Biennial	\$1560	\$1257	No
Cairns	0.4	1	Biennial	\$1850	\$1492	No
Charters Towers	0.4	1	Biennial	\$1560	\$1257	No
Ingham	0.4	1	Biennial	\$1560	\$1257	No
Innisfail	0.4	1	Biennial	\$1850	\$1492	No
Mareeba	0.4	1	Biennial	\$1850	\$1492	No
Mossman	0.4	1	Biennial	\$1850	\$1492	No
Townsville	0.4	1	Biennial	\$1560	\$1257	No
Yarrabah	0.4	1	Biennial	\$1850	\$1492	No

NT

Location	Additional annual leave	District allowance	Leave fares	Adult cash out rate	Child cash out rate	Air-conditioning subsidy
Darwin	1.0	2	Annual	\$2473	\$1995	No

Part K – Consultation, Representation and Dispute Resolution

K1 Consultation

Principles

- K1.1 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.
- K1.2 The agency recognises:
- (a) the importance of inclusive and respectful consultative arrangements;
 - (b) employees and the relevant union(s) should have a genuine opportunity to influence decisions;
 - (c) the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
 - (d) consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
 - (e) the benefits of employee and union involvement and the right of employees to be represented by their union.
- K1.3 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.

When consultation is required

- K1.4 Consultation is required in relation to:
- (a) changes to work practices which materially alter how an employee carries out their work;
 - (b) changes to, or the introduction of, policies or guidelines 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.
- K1.5 The agency, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the agency. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

- K1.6 Consistent with this Part K, prior to a HR policy being amended or introduced, the agency will make the policy available on the intranet for comment and feedback for a period of at least 2 weeks.

Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees

- K1.7 This clause applies if the agency:

- (a) proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

- K1.8 Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.

- K1.9 The agency must recognise the representative if:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative.

Major change

- K1.10 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;
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees;
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
- (d) the alteration of hours of work;
- (e) the need to retrain employees;
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

- K1.11 The following additional consultation requirements in subclauses K1.12 to K1.18 apply to a proposal to introduce a major change referred to in paragraph K1.4(c).

- K1.12 Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to subclause K1.5.

- K1.13 Where practicable, an agency change manager or a primary point of contact will be appointed, and their details provided to employees and the relevant union(s) and/or their recognised representatives.

- K1.14 The agency must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.

- K1.15 As soon as practicable after proposing the change, or notifying of the change in circumstances described at subclause K1.5, the agency must:

- (a) discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - (i) the proposed change, including:
 - (A) the effect the proposed change is likely to have on the employees; and

(B) 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:

- (i) all relevant information about the proposed change, including the nature of the change proposed;
- (ii) information about the expected effects of the proposed change on the employees; and
- (iii) any other matters likely to affect the employees.

K1.16 The agency must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.

K1.17 However, the agency is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.

K1.18 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the agency, the requirements set out in subclauses K1.12 to K1.16 are taken not to apply.

Change to regular roster or ordinary hours of work

K1.19 The following additional consultation requirements in subclause K1.20 to K1.23 apply to a proposal to introduce a change referred to in paragraph K1.4(e).

K1.20 The agency must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.

K1.21 As soon as practicable after proposing to introduce the change, the agency must:

- (a) discuss with employees and the relevant union(s) and/or other recognised representatives:
 - (i) the proposed introduction of the change; and
- (b) for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - (i) all relevant information about the proposed change, including the nature of the proposed change;
 - (ii) information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees, and
- (c) invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, the agency is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.

K1.22 The agency must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

Interaction with emergency management activities

K1.23 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.

Agency consultative committee

K1.24 The Agency Head may establish an agency consultative committee to discuss relevant workplace matters.

K1.25 The National Consultative Committee (NCC) will operate subject to an agreed terms of reference and structure for the term of this Agreement. Representation on the committee will be in accordance with the terms of reference.

K1.26 The agency's NCC is outlined in clause K2.

K2 National Consultative Committee

K2.1 The agency will establish a NCC to consult with employees and, where they choose, their representatives about workplace changes, consistent with clause K1.

K2.2 The NCC will consist of:

- (a) a chairperson appointed by the Agency Head; and
- (b) 4 management and 4 employee representatives.

K2.3 The NCC will meet 4 times per calendar year and will deal with changes within the agency and implementation of Government decisions as they apply to the agency. The NCC may establish subcommittees on an as needs basis to deal with issues that require specific attention.

K2.4 The NCC will maintain agreed Terms of Reference. Changes to the Terms of Reference can only be agreed at the NCC. For the avoidance of doubt, the Terms of Reference is a policy for the purposes of subclause A6.2 and does not form part of this Agreement.

K2.5 The agency will report on the use of individual flexibility arrangements to the NCC quarterly. This report will include information on:

- (a) the number of arrangements per classification;
- (b) the reason(s) or purpose(s) for arrangements; and
- (c) the conditions of this Agreement that are varied in the arrangements.

K2.6 The information reported under subclause K2.5 will be presented in a way that does not identify individual employees.

K2.7 The reduced activity period will be tabled as an agenda item at an NCC meeting before 31 August each year.

K3 APS consultative committee

K3.1 The Agency Head 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.

K4 Dispute resolution

K4.1 If a dispute relates to:

- (a) a matter arising under this Agreement; or
- (b) the NES;

this term sets out procedures to settle the dispute.

K4.2 An employee or union who is covered by this Agreement may initiate and/or be a party to a dispute under this term.

K4.3 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.

K4.4 Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant supervisors. 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.

K4.5 If a dispute about a matter arising under this Agreement is unable to be resolved at the workplace level, and all

appropriate steps under subclause K4.4 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

K4.6 The Fair Work Commission may deal with the dispute in 2 stages:

- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

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

K4.7 While the parties are attempting to resolve the dispute using the procedures in this term:

- (a) an employee must continue to perform their work as they would normally in accordance with established custom and practice at the Agency that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
- (b) subject to paragraph K4.7(a), an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe;
 - (ii) applicable work health and safety legislation would not permit the work to be performed;
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

K4.8 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

K4.9 Any disputes arising under the Previous Instrument or the NES that were formally notified under clause A10 of the Previous Instrument 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

K4.10 Where the provisions of subclauses K4.1 to K4.5 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 subclause K4.3, 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 subclause K4.5.

K5 Employee representation rights

K5.1 The agency respects the principles of freedom of association and recognises that it is every employee's right to freely decide whether or not to join and be represented by a union in workplace matters.

K5.2 The agency recognises that an employee may, in matters concerning their employment as referenced throughout this Agreement, choose to have a representative of their choice to support or represent them. A representative requested by an employee to act in this capacity may include a union workplace delegate, an elected representative, or a work colleague. The agency and the employee's nominated representative will deal with each other in good faith.

- K5.3 Employee representatives play an important role in maintaining a positive workplace culture. The agency recognises that employees who represent other employees do so in addition to their usual duties.
- K5.4 The role of employee representatives, including union delegates and other non-union employee representatives, is to be respected and facilitated.

K6 Delegates' rights

- K6.1 Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to the agency.
- K6.2 The role of union delegates is to be respected and supported.
- K6.3 The agency and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

- K6.4 The agency respects the role of union delegates to:
- (a) provide information, consult with and seek feedback from employees in the workplace on workplace matters;
 - (b) consult with other delegates and union officials, and get advice and assistance from union officials;
 - (c) represent the interests of members to the employer and industrial tribunals; and
 - (d) represent members at relevant union forums, consultative committees or bargaining.
- K6.5 The agency and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.
- K6.6 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.
- K6.7 To support the role of union delegates, the agency will, subject to legislative and operational requirements, including privacy and security requirements:
- (a) provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
 - (b) advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
 - (c) allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications;
 - (d) provide access to new employees as part of induction; and
 - (e) provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
- K6.8 Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or agency before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

Part L – Separation and Retention

L1 Resignation

- L1.1 An ongoing employee will be required to provide at least 14 calendar days' notice of their intent to resign from the agency, unless:
- (a) the Agency Head and the employee agree to a shorter period; or
 - (b) the Agency Head waives the requirement to give notice.
- L1.2 At the instigation of the Agency Head, 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.
- L1.3 A non-ongoing or casual employee will be required to provide notice of their intent to resign in accordance with the terms of their contract or letter of engagement.

L2 Notice of termination

- L2.1 Where an ongoing employee's employment is terminated by the Agency Head, the employee will be entitled to be given prior written notice of the termination of their employment, in accordance with the table below:

Employee's length of service on the day notice is given	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- L2.2 The "period of notice" in the table in subclause L2.1 will be increased by one week where an employee has at least 2 years of continuous service, and is at least 45 years old.
- L2.3 The Agency Head may, at their discretion, decide not to give prior written notice in accordance with subclause L2.1. Where prior written notice is not given, the employee will be entitled to payment in lieu of the notice period provided in the table in subclause L2.1.
- L2.4 The "period of notice" in the table in subclause L2.1 does not apply to an employee whose employment is terminated because of serious misconduct.

L3 Definition of excess employee and application

- L3.1 Clauses relating to the management of excess employees will not apply to employees on probation, casual or non-ongoing employees.
- L3.2 An employee is an 'excess employee' if:
- (a) the employee is included in a class of employees employed in the agency where there are more employees in the class than is needed for the efficient, effective and economical operation of the agency;
 - (b) the employee's services cannot be effectively used because of technological or other changes in work methods of the agency, or changes in the nature, extension or organisation of functions of the agency; or
 - (c) the duties usually performed by the employee are required to be performed at a different locality, the employee is not willing to relocate to perform their duties, and the Agency Head has determined that clause L3 applies to that employee.

L4 Preventing excess employee situations

- L4.1 The agency will actively explore redeployment options initially within an employee's current Section, Branch and Division and then through the agency-wide job placement scheme, with a view to preventing excess employee situations.
- L4.2 The job placement scheme will consider employees who are potentially excess or who have been declared excess in isolation for vacancies, prior to advertising a vacancy and/or prior to utilising an order of merit list to fill a vacancy. To be found suitable for a vacancy, an employee who is potentially excess need only demonstrate that, with training, they would be able to satisfactorily perform the duties of the position within 3 to 6 months.
- L4.3 The supervisor of the affected employee(s) will consult with the employee(s) prior to the commencement of the redeployment process in accordance with clause K1 (consultation). An employee may choose to be represented in any such discussion. The affected employee(s) also have access to the EAP in accordance with clause H4.
- L4.4 An employee cannot be declared excess unless the agency has actively explored redeployment opportunities.

L5 Consultation with affected employees

- L5.1 Following processes outlined in clause L4, where the Agency Head considers that there is likely to be a need to identify an employee or employees as excess, the Agency Head will, as soon as practicable, advise the employee or employees and their representatives, in writing, and offer to hold discussions with the employee(s), to consider:
 - (a) actions that might be taken to reduce the likelihood of the employee(s) becoming excess;
 - (b) redeployment opportunities for the employee(s) within the agency or another APS agency; or
 - (c) the possibility of retrenchment with the payment of a redundancy benefit.
- L5.2 This consultation period will extend for at least a 4-week period but may be reduced with the written agreement of the affected employee(s).
- L5.3 The Agency Head may invite other employees who are not excess to express an interest in voluntary retrenchment under clause L6, where that arrangement would allow the redeployment of the excess employee(s).
- L5.4 An employee who is advised, in accordance with this clause L5, that they are likely to become excess, may seek a "job swap" with another employee who is interested in voluntary retrenchment, to allow the initial employee to be redeployed. This arrangement is subject to the Agency Head deciding that the other employee is a suitable employee for the purpose of the swap.

L6 Voluntary retrenchment

- L6.1 Where the Agency Head decides that an employee is excess to the agency's requirements, the Agency Head will:
 - (a) advise the employee in writing of the decision, and may invite the employee to elect for retrenchment with the payment of a redundancy benefit;
 - (b) ensure the employee is provided, as soon as is practicable, with information on the entitlements they would be eligible to receive if retrenched, including superannuation options and taxation treatment of entitlements; and
 - (c) reimburse the employee up to \$604 for expenses incurred in seeking financial advice.
- L6.2 Where the Agency Head invites an excess employee to elect for retrenchment with a redundancy benefit, the employee will have 4 weeks in which to notify the Agency Head of their decision (the consideration period). Where the employee elects for retrenchment, the Agency Head may decide to retrench the employee, but will not give notice of termination of employment before the end of the consideration period without the agreement of the employee.
- L6.3 The consideration period can be reduced by agreement between the employee and the Agency Head. Where the period is reduced, the employee will, on termination of employment, be paid the unexpired period of the consideration period. The Agency Head may give notice of termination of employment in accordance with clause

L2 of this Agreement, or may decide to make a payment to the employee in lieu of notice.

L6.4 Only one invitation to elect for retrenchment with the payment of a redundancy benefit will be made to an excess employee.

L7 Redundancy benefit

L7.1 An employee who elects for retrenchment with a redundancy benefit and whose employment is terminated by the Agency Head under section 29 of the PS Act on the grounds that they are excess to the requirements of the agency, is entitled to payment of a redundancy benefit of an amount equal to 2 weeks' salary for each completed year of continuous service, plus a pro rata amount 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.

L7.2 The minimum sum payable under this clause L7 will be 4 weeks' salary, and the maximum sum will be 48 weeks' salary.

L7.3 The redundancy benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during their period of service and the employee has less than 24 years of full-time service (refer to subclause L8.2), subject to any minimum amount the employee is entitled to under the NES.

L8 Rate of payment for redundancy benefit

L8.1 For the purposes of calculating any payment for a redundancy benefit, salary will include:

- (a) the employee's salary at their substantive (ongoing) classification;
- (b) the employee's salary at a temporary higher classification, where the employee has been working at the 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;
- (c) 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 of an office disturbance allowance under clause D12 of this Agreement; and
- (d) shift penalties, where applicable.

L8.2 Where an employee has worked part-time hours during their period of service and the employee has less than 24 years of full-time service, the 2 weeks per year of service that relates to that part-time service will be paid on a pro rata basis as follows:

Current annual full-time equivalent salary (as used for redundancy pay purposes), divided by full-time hours, multiplied by the part-time hours for that part-time period worked.

L9 Notice of excess employee termination

L9.1 Where the employment of an excess employee is to be terminated under section 29 of the PS Act on the grounds that they are excess to requirements, the Agency Head will give written notice of termination of 4 weeks (or 5 weeks for an employee who is over 45 with at least 5 years of continuous service).

L9.2 Where an employee's employment is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.

Note: an employee's entitlement to notice under this clause L9 replaces any entitlement the employee would have under clause L2 of this Agreement.

L10 Retention period

L10.1 An excess employee who does not agree to be retrenched with the payment of a redundancy benefit will be entitled to the following retention period:

- (a) 13 months where the employee has 20 years or more service or is over 45 years of age; or
- (b) 7 months for all other employees.

- L10.2 If an employee is entitled to a redundancy payment under the NES, the relevant period in subclause L10.1 will be reduced by the number of weeks of redundancy pay that the employee will be entitled to under the NES, as at the expiration of the retention period (as adjusted by this subclause L10.2).
- L10.3 The retention period will commence on the day the Agency Head advised the employee in writing that they are an excess employee.
- L10.4 During the retention period, the Agency Head:
- (a) will continue to take reasonable steps to find alternative employment for the excess employee; and
 - (b) may, with 4 weeks' notice, reassign the excess employee to duties at a lower APS classification.
- L10.5 Where, under paragraph L10.4(b), an employee's duties are reassigned to a lower classification before the end of the retention period, the employee will receive income maintenance to maintain salary at the previous higher classification for the balance of the retention period. Where a salary is maintained under this subclause L10.5, the employee's eligibility for salary advancement in respect of paragraph C4.3(c) will be assessed against the employee's salary being within the salary range of the higher classification, not the new lower classification.
- L10.6 The retention period will be extended by any periods of approved leave due to personal illness or injury of the employee (supported by suitable evidence) taken during the retention period (calculated in accordance with subclauses L10.1 and L10.2).
- L10.7 The agency will observe relevant APS policies, including in respect of providing excess employees with redeployment assistance.
- L10.8 It is the excess employee's responsibility to take all reasonable steps to identify and apply for suitable vacancies at their substantive classification level during the retention period.
- L10.9 The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment, where those expenses are not met by the prospective employer.
- L10.10 Where an excess employee is required to move the employee's household to a new locality, the Agency Head may approve payment or reimbursement of reasonable expenses where those expenses are not met by the prospective employer.
- L10.11 Where the Agency Head is satisfied that there is insufficient productive work available for the employee within the agency during the remainder of the retention period, and that there are no reasonable redeployment prospects within the APS:
- (a) the Agency Head may, with the consent of the employee, terminate the employee's employment under section 29 of the PS Act; and
 - (b) upon termination of employment, the employee will be paid a lump sum comprising:
 - (i) the balance of the retention period (as reduced under subclause L10.2 for the NES), and this payment will be taken to include the payment in lieu of notice of termination of employment under clause L2 of this Agreement; plus
 - (ii) the employee's entitlement to redundancy payment under the NES.
- L11 Involuntary termination of employment at the end of the retention period**
- L11.1 In accordance with section 29 of the PS Act, the Agency Head may terminate the employment of the excess employee, without the employee's consent, at the end of the retention period.
- L11.2 An excess employee's employment will not be terminated without their consent without the employee being given notice of termination under clause L2 of this Agreement. Wherever possible, this notice period will be concurrent with the retention period.
- L11.3 An excess employee's employment will not be terminated without their consent if the employee has not been

invited to elect for retrenchment with the payment of a redundancy benefit (under clause L6), or where the employee has elected for retrenchment with the payment of a redundancy benefit but the Agency Head has refused to approve that election.

L12 Service for redundancy pay purposes

L12.1 The following types of services are counted in the calculation of service for the purposes of redundancy benefit:

- (a) service in an APS agency;
- (b) government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
- (c) service with the Commonwealth, which is recognised for long service leave purposes, other than service with a Joint Commonwealth-State body or body corporate in which the Commonwealth does not have a controlling interest;
- (d) service with the Australian Defence Forces;
- (e) APS service immediately preceding deemed resignation (due to the marriage bar under the *Public Service Act 1922*) if service has not previously been recognised for redundancy pay purposes; and
- (f) service in another organisation where:
 - (i) the employee was transferred from the APS to that organisation with a transfer of function; or
 - (ii) an employee engaged by that organisation on work within a function is engaged as an APS employee as a result of the transfer of that function to the APS; and
 - (iii) such function is recognised for long service leave purposes.

L12.2 For earlier periods of service to count, there must be no breaks between the periods of service, except where:

- (a) the break in service is less than 4 weeks, and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
- (b) the earlier period of service was with the APS, and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.

Note: This is also subject to the transfer of business rules under Parts 2-8 of the FW Act.

L12.3 Any period of service which ceased by way of:

- (a) any of the grounds for termination specified in section 29 of the PS Act (including any additional grounds prescribed in the *Public Service Regulations 1999*);
- (b) a ground equivalent to any of these grounds;
- (c) voluntary retirement at or above the minimum retiring age applicable to the employee;
- (d) the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit,

will not count as service for redundancy pay purposes.

L12.4 Absences from work that do not count as service for leave purposes will not count as service for redundancy pay purposes.

Part M – Signatories

Signed on behalf of Services Australia by

David Hazlehurst

in his capacity as Chief Executive Officer, Services Australia

18 Canberra Avenue, Forrest, ACT 2603

Signature: _____

Date: _____

Signed on behalf of the Community and Public Sector Union (CPSU) by

Matthew Harrison

in his capacity as Deputy National President, CPSU

Level 3, 99 William Street, Melbourne, VIC 3000

Signature: _____

Date: _____

servicesaustralia.gov.au