



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Australian Digital Health Agency**  
(AG2024/788)

## AUSTRALIAN DIGITAL HEALTH AGENCY ENTERPRISE AGREEMENT 2024-2027

Commonwealth employment

COMMISSIONER LEE

MELBOURNE, 27 MARCH 2024

*Application for approval of the Australian Digital Health Agency Enterprise Agreement  
2024-2027*

[1] An application has been made for approval of an enterprise agreement known as the *Australian Digital Health Agency Enterprise Agreement 2024-2027* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Australian Digital Health Agency. The Agreement is a single enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 3 April 2024. The nominal expiry date of the Agreement is 28 February 2027.



COMMISSIONER

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**Australian Government**

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**Australian Digital Health Agency**

**ENTERPRISE AGREEMENT  
2024-2027**

## Signatories

### Australian Digital Health Agency

### Enterprise Agreement 2024-2027

The Australian Digital Health Agency Enterprise Agreement 2024-2027 is made under section 172 of the *Fair Work Act 2009*.

#### Employer

Signed for, and on behalf of, the Commonwealth by the Chief Executive Officer, Australian Digital Health Agency

Signed: .....

Full Name: Amanda Cattermole, PSM

Position: Chief Executive Officer, Australian Digital Health Agency

Date: .....

Address: Level 7, Scarborough House, Atlantic Street, PHILLIP, ACT 2606

#### Bargaining Representatives

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

Signed: .....

Full Name: .....

Position: .....

Date: .....

Address: .....

Full Name: .....

Signed as an authorised employee bargaining representative.

Signed: .....

Position: Individual bargaining representative – Australian Digital Health Agency employee

Full Name: Nicola Elaine Graham

Position: Assistant Director, Secretariat Services (A/g)

Date: 18/03/2024

Address: Level 17, 1 Eagle Street, Brisbane QLD 4000

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## SECTION 1: TECHNICAL MATTERS

### Title

1. This Agreement will be known as the Australian Digital Health Agency Enterprise Agreement 2024-2027.

### Parties to the agreement

2. The Agreement covers:
  - (a) the Agency;
  - (b) all Employees employed by the Agency other than SES Employees or equivalent; and
  - (c) subject to notice being given in accordance with section 183 of the FW Act, the following Employee organisation/s which were a bargaining representative for this Agreement:
    - (i) Community and Public Sector Union.

### Operation of the agreement

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

### Delegations

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

### National Employment Standards (NES) precedence

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

### Closed comprehensive Agreement

7. This Agreement states the terms and conditions of employment of Employees covered by this Agreement, other than terms and conditions applying under relevant Commonwealth laws.
8. This Agreement will be supported by policies and guidelines, as implemented and varied from time to time.
9. Policies and guidelines are not incorporated into and do not form part of this Agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this Agreement, the terms of this Agreement will prevail.



## Individual flexibility arrangements

10. The Agency and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
  - (a) the Agreement deals with one or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) remuneration; and
    - (vi) leave and leave loading;
  - (b) the arrangement meets the genuine needs of the Agency and Employee in relation to one or more of the mentioned in clause 10(a); and
  - (c) the arrangement is genuinely agreed to by the Agency and Employee.
11. The Agency must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the FW Act;
  - (b) are not unlawful terms under section 194 of the FW Act; and
  - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
12. The Agency must ensure that the individual flexibility arrangement:
  - (a) is in writing;
  - (b) includes the name of the Agency and Employee;
  - (c) is signed by the Agency and Employee and, if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (d) includes details of:
    - (i) the terms of the Agreement that will be varied by the arrangement;
    - (ii) how the arrangement will vary the effect of the terms;
    - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
    - (iv) states the day on which the arrangement commences.
13. The Agency must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

14. The Agency or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement;  
or
  - (b) if the Agency and Employee agree in writing – at any time.
15. The Agency and Employee are to review the individual flexibility arrangement at least every 12 months.

## Definitions

16. The following definitions apply to this agreement:

**Agency** means the Australian Digital Health Agency as established under the *Public Governance, Performance and Accountability (Establishing the Australian Digital Health Agency) Rule 2016* (Cth), (and its successors) as the Employer.

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

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

**Agreement** means this Australian Digital Health Agency Enterprise Agreement 2024-2027.

**APS** means the Australian Public Service.

**APS Award** means the *Australian Public Service Enterprise Award 2015* as amended or replaced from time to time.

**APS Employee** means an employee of the Commonwealth engaged under section 22(2) of the PS Act who is employed by the Agency and who is covered by this Agreement.

**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 as set out at clause 145 of this Agreement.

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

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

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

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

**Chief Executive Officer and CEO** means the person who at the relevant time is performing the duties of the office of the Chief Executive Officer of the Agency, and holding those powers provided to the Agency Head of the Agency under the PS Act. A reference to the CEO includes a person holding a delegation from the Chief Executive Officer.

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

**Common Law Employee** means an employee employed by the Agency under a common law contract of employment (but who is not engaged under section 22(2) of the PS Act) and who is covered by this Agreement.

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

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

**Dependant** means the Employee's 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.

**Eligible service for the purposes of salary progression** means periods of paid leave and unpaid parental leave, periods of unpaid leave that count as service and service while employed on a Non-Ongoing basis.

**Employee/s** includes:

- (a) an APS Employee; and
- (b) a Common Law Employee,  
who is/are covered by this Agreement, whether full-time, part time or casual, ongoing or non-ongoing).

**Employer** means the Agency CEO for and on behalf of the Commonwealth of Australia as the Employer (for APS Employees) and the Agency (for Common Law Employees).

**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.

**Family** means:

- (a) a spouse, former spouse, de facto partner or former de facto partner of the Employee;
- (b) a child, parent, grandparent, grandchild, or sibling of the Employee;
- (c) a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the Employee;
- (d) a member of the Employee's household; or
- (e) a person with whom the Employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the Employee belongs.
- (f) a person who the Agency is satisfied has a strong affinity with the Employee.

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

**Full time Employee** means an Employee employed to work an average of 37 hours and 30 minutes per week which may include an average over a period defined by the Agency per week in accordance with this agreement.

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

**Health/Medical Practitioner** means a person registered or licensed as a Health/Medical Practitioner under Australian law, and registered with the Australian Health Practitioner Regulation Agency (or equivalent body relevant to their expertise).

**HDA** means Higher Duties Allowance, the temporary payment of an allowance where an Employee is temporarily assigned duties at a higher classification than their current classification.

**LSL Act** means the *Long Service Leave (Commonwealth Employees) Act 1976* (Cth) as amended from time to time.

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

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

**Movement or move** means the movement of an APS Employee to the Agency from another APS agency under section 26 of the PS Act.

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

**Ordinary Time Earnings or OTE** has the same meaning as defined in the SG Act.

**Parliamentary service** means employment under the *Parliamentary Service Act 1999* (Cth).

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

**Part-time Employee** means an Employee employed to work less than an average of 37 hours and 30 minutes per week or the Agency's retained standard full-time working hours, which may include an average over a period defined by the agency in accordance with this Agreement.

**P&D** means the Agency's Planning and Development process.

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

**Promotion** means the ongoing assignment of duties at a higher classification (excluding where the employee is undertaking temporary higher duties) than the Employee's current classification, as defined in the *Australian Public Service Commissioner's Directions 2022*.

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

**Relevant Employee** means an affected Employee.

**Restriction Roster** means a roster where Employees are required to be contactable and available to work if required outside the Agency's Bandwidth.

**Salary advancement** means advancement through pay points within a salary range for a classification, subject to meeting any necessary requirements.

**Secondary caregiver** for the purposes of the parental leave clause means an Employee, other than a pregnant Employee or Casual Employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this Agreement.

**SG Act** means the *Superannuation Guarantee (Administration) Act 1992* (Cth).

**Standard Day** means the pattern set out at clause 135 in which a full-time Employee will work their ordinary hours of work unless a flexible work arrangement is in place for them.

**Support person** means a person selected by the Employee to provide support during a discussion the Employee has on matters concerning their employment, for example, with the Employee's Manager.

**Usual place of work** means the Agency office location for an Employee as identified in the Employee's letter of offer or other engagement documentation, or as reasonably directed in writing by the Agency. The usual place of work will not usually be varied by a flexible work arrangement permitting work from home.

**Voluntary retrenchment** means voluntary termination of an excess APS Employee's APS employment, also known as 'voluntary retirement' or 'voluntary redundancy'.

## SECTION 2: REMUNERATION

### Salary

17. Salary rates will be as set out in **Attachment A** of this Agreement.
18. The base salary rates in Attachment A include the following increases:
  - (a) 4.0 per cent from the first full pay period on or after 1 March 2024 (14 March 2024);
  - (b) 3.8 per cent from the first full pay period on or after 1 March 2025 (the 13 March 2025); and
  - (c) 3.4 per cent from the first full pay period on or after 1 March 2026 (the 12 March 2026).
19. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the base salary rates in Attachment A were calculated based on base salary rates as at 31 August 2023.
20. Employees who receive a base salary above the relevant salary range of the relevant classification as at the date of the commencement of this Agreement will have their base salary maintained at that level until it is absorbed into the salary range for that classification, and will not receive the increases in clause 18 until this occurs.
21. For an Employee described in clause 20, in the period in which their base salary is absorbed into the salary range for the relevant classification their base salary will be aligned with highest increment of the relevant salary band.

## Payment of salary

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

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

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

## Part-time Employees

23. Remuneration for Part-Time Employees will be calculated as a pro-rata of the relevant salary table at Attachment A, based on the proportion of hours worked in comparison to full-time ordinary hours.

## Salary setting

24. 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 determines a higher salary within the relevant salary range under clauses 25 to 31 of this Agreement.
25. The CEO may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
26. In determining a salary under these salary setting clauses, the CEO will have regard to a range of relevant factors including the Employee's experience, qualifications and skills.
27. Where an APS Employee commences Ongoing employment in the Agency immediately following a period of employment as a Common Law Employee of the Agency, the CEO will determine the Employee's salary within the relevant salary range of the relevant classification which recognises the Employee's prior service as a Common Law Employee of the Agency. If the Employee's salary is above the maximum of the salary range for their classification, the CEO will maintain the APS Employee's salary at that level, until it is absorbed into the salary range for that classification.
28. Where an Employee commences Ongoing employment in the Agency immediately following a period of Non-Ongoing Employment in the Agency, the CEO will determine 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.
29. Where an Employee commences Ongoing employment in the Agency immediately following a period of Casual Employment in the Agency, the CEO will determine the Employee's salary within the relevant salary range of the relevant classification which recognises the Employee's prior service as a Casual Employee in the Agency.
30. Where an APS Employee moves to the Agency at level from another APS Agency, and their salary is above the maximum of the salary range for their classification, the CEO Agency will maintain the APS Employee's salary at that level, until it is absorbed into the salary range for that classification.

31. Where an APS Employee moves to the Agency at level from another APS agency, and the Employee's salary is below the top increment point of the relevant range as stated in Attachment A, but not aligned with an increment point in the range, the Employee's salary will be paid at the next highest increment point in that range.
32. Where the CEO determines that an Employee's salary has been incorrectly set, the CEO may determine the correct salary and the date of effect.

### ***Salary on reduction***

33. Where an APS Employee is temporarily reassigned duties at a lower work classification level, the Employee will be paid at a level nominated by the Agency, having regard to the experience, qualifications and skills of the Employee. Where applicable, such a determination will specify the period for which the adjusted level will apply. This clause does not apply to decisions made by the Agency in relation to breaches of the Code of Conduct or underperformance.

## **Incremental salary advancement**

### ***Within classifications***

34. Salary advancement to the next available increment for Ongoing and Non-Ongoing Employees (excluding Casual Employees) within all classification levels will occur from the beginning of the first full pay period commencing on or after 1 August each year subject to the following:
  - (a) completing the requirements of the P&D unless there is reasonable cause not to have done so; and
  - (b) achieving a performance rating of at least 'Met all requirements' at the end of the P&D cycle; and
  - (c) eligible service in the Agency at their substantive level or above (i.e. higher duties), during their most recent annual P&D cycle, for an aggregate of three months or more; and
  - (d) not being ineligible for salary advancement due to relevant administrative actions, including a sanction under section 15 of the PS Act; and
  - (e) 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.
35. 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.
36. Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications. Salary progression while acting at a higher classification will be retained for future acting duties at, or promotion to, that classification regardless of elapsed time.

## Superannuation

- 37. The Agency will make compulsory employer superannuation contributions as required by the applicable legislation and fund requirements.
- 38. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
- 39. 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 employer superannuation contribution***

- 40. The Agency will provide an employer contribution of 15.4 per cent of the Employee's Ordinary Time Earnings (OTE) for Employees in the Public Sector Superannuation Accumulation Plan (PSSap) and other accumulation funds.
- 41. Employer contributions will be made for all employees covered by this Agreement.
- 42. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

### ***Payment during unpaid parental leave***

- 43. Employer contributions will be paid on periods of unpaid parental leave in accordance with the requirements of the PSSap fund where the employee is a member of the PSSap, and up to a maximum of 52 weeks where the employee is a member of an accumulation fund other than PSSap.

## Salary packaging

- 44. Employees may access salary packaging, and may package up to 100% of salary. Where an Employee takes up the option of salary packaging, the Employee's salary for purposes of superannuation, severance and termination payments, and any other purposes, will be determined as if the salary packaging arrangement had not occurred.
- 45. Any fringe benefits tax incurred by individual Employees as a result of salary packaging arrangements will be met by the individual Employee on a salary sacrifice basis.

## Overpayments

- 46. An overpayment occurs if 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).
- 47. Where the Agency considers that an overpayment has occurred, the Agency will provide the Employee with notice in writing. The notice will provide details of the overpayment.
- 48. If an Employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Agency 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.
- 49. If after considering the Employee's response (if any), the Agency confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth



(for APS Employees) or the Agency (for Common Law Employees) that must be repaid to the agency in full by the Employee.

50. The Agency and the Employee may 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 recovery arrangement will be documented in writing.
51. The Agency and Employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
52. Interest will not be charged on overpayments.
53. Nothing in clauses 46 to 52 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:
    - (i) waive the debt under the *Public Governance, Performance and Accountability Act 2013* (Cth); or
    - (ii) write off the debt as authorised under the Agency's Accountable Authority Instructions.

### **SECTION 3: ALLOWANCES, REIMBURSEMENTS AND PAYMENTS**

#### **Higher duties allowance**

54. An Employee is entitled to payment of a HDA if they are directed to perform higher duties:
  - (a) for a period of at least half a day if the higher duties being performed is for a position classified as level APS 1-6; or
  - (b) for a period of at least five working days (payable from the first day of the period of acting) if the higher duties being performed is for a position classified as level EL1 or above.
55. The HDA will be equal to the difference between the Employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the Agency.
56. Where an Employee is found to be eligible for salary progression at their acting classification level in accordance with clauses 34 and 35 of this Agreement, they will receive an appropriate increase in the rate of the HDA. The Employee's salary level will be retained for all future periods of acting regardless of elapsed time.

57. Where an Employee is assigned only part of the higher duties, the Agency will determine the amount of allowance payable.
58. The HDA will be payable while an Employee is acting at a higher classification level as part of a job sharing arrangement where the duration of the arrangement is at least the period contained in clause 54.
59. The Agency may shorten the qualifying period for higher duties allowance on a case-by-case basis.

#### ***Public holidays or leave***

60. An Employee on HDA who is granted paid leave or is absent for a public holiday on a day they would normally work, will continue to receive HDA payment during the Employee's absence. HDA will not be paid beyond the date on which the Employee would have ceased the period of acting had the Employee not been absent. Where the period of leave is paid at less than full-pay, payment of HDA will be made on a pro-rata basis.

### **Travel allowance**

#### ***Overnight travel***

61. The Agency will meet reasonable costs, as determined by the Agency, for Employees on official overnight travel including accommodation, meals and any incidental expenses. These reasonable costs may be paid using an Agency credit card (if held by an Employee), or the Employee may be paid a travel allowance.
62. The travel allowance paid will be set by the Agency each year up in accordance with the reasonable travel allowance expenses published by the Australian Tax Office each financial year.
63. Where this period of official travel exceeds three continuous weeks, the Agency will determine a package of assistance to meet any additional costs incurred as a result of the Employee being temporarily relocated.
64. The Agency will, subject to the presentation of receipts, authorise an additional payment in circumstances where an Employee has incurred reasonable costs, as determined by the Agency, in excess of the travel allowance.

#### ***Part-day travel***

65. An Employee who is required to be absent from the Employee's usual place of work on official business for a period of not less than 10 hours, but is not absent overnight, will be paid the part-day travel allowance of \$51 for each absence.

### **Illness while travelling**

66. Where an Employee falls ill or is injured while travelling on official business and subsequently takes leave, the Agency will approve payment of reasonable return journey costs to the Employee.

### **Recognition of travel time**

67. Where an Employee classified as an APS 1-6 (and their equivalents) is required to undertake official travel, the time spent travelling within the bandwidth, excluding the usual time taken

for the Employee to travel to and from the Employee's usual place of work, will be recorded as work hours.

68. Travel outside the bandwidth undertaken by APS 1-6 (and their equivalents) will be claimed as travel time in lieu at single time rates.

### Motor vehicle allowance

69. Motor vehicle allowance (**MVA**) is payable where the Agency approves an Employee to use a private or personally hired vehicle for official purposes.
70. Where an Employee seeks, and is approved to use, a private vehicle instead of the most efficient means of travel as determined by the Agency, the amount of MVA paid to the employee will not exceed the cost of the most efficient means of travel.
71. MVA is paid at a set rate of 85 cents per kilometre travelled. The rate of MVA payable will be adjusted in line with the set rate specified by the Australian Tax Office in the 'cents per kilometre' method for claiming car expenses.

### Overtime meal break allowance

72. Where an Employee is directed to work overtime for a continuous period of at least one hour outside the bandwidth which extends over a meal period, they will be paid a meal allowance of \$33.65, where a meal break is taken during a meal period. For the purposes of this clause a meal period in each 24-hour cycle is:
- (a) 7.00 am to 9.00 am;
  - (b) 12 noon to 2.00 pm;
  - (c) 6.00 pm to 7.00 pm;
  - (d) midnight to 1.00 am.
73. Where overtime is worked for long periods and does not coincide with designated meal periods, the Agency has the discretion to authorise payment of a meal allowance.

### Loss of, or damage to, clothing or personal effects

74. Where an Employee incurs loss of, or damage to, clothing or personal effects, and the loss or damage can be reasonably associated with the Employee's performance of the Employee's duties, the Agency may authorise reimbursement of costs for repairs or replacement of the personal effects.

### Eyesight testing

75. Eligible Employees may request access to subsidised eyesight testing at two-yearly intervals, unless the Employee provides medical evidence indicating that further testing is necessary. Eligible Employees are those Employees who, as an integral part of their duties, are required to:
- (a) operate screen based equipment, and/or
  - (b) undertake specialised work tasks which require particular visual acuity not normally required for general tasks (e.g. microscopy).

76. The Agency will reimburse (where not otherwise reimbursed under Medicare or private health insurance arrangements) the following amounts for eyewear prescribed specifically for use with screen-based equipment.
- (a) Up to \$111 for single vision spectacles; and
  - (b) Up to \$182 for bi-focal, multi-focal or tri-focal spectacles.
77. The Agency may approve different testing requirements, intervals and reimbursement levels for Employees undertaking tasks requiring particular visual acuity (other than screen-based work) (e.g. for microscopy work).

## Workplace responsibility allowance

78. 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;
  - (d) Harassment Contact Officer; and
  - (e) Mental Health First Aid Officer.
79. An Employee is not to receive more than one workplace responsibility allowance unless approved by the Agency for operational requirements.
80. A fortnightly workplace responsibility allowance will be paid to an Employee appointed by the Agency to be a Health and Safety Representative, Emergency Warden, Harassment Contact officer, or Mental Health First Aid Officer at the applicable rate set out in **Attachment B**.
81. A fortnightly workplace responsibility allowance at the applicable rate set out in **Attachment B** will be paid to an Employee holding the minimum accreditation standard of the Senior First Aid Certificate (Level 2 or equivalent) and has continuing expertise commensurate with that training, who is appointed by the Agency to be a First Aid Officer.
82. The full workplace responsibility allowance is payable regardless of flexible work and part-time arrangements. A Casual Employee will also be paid the full amount.
83. An Employee's physical availability to undertake the role will be considered by the Agency when appointing and reappointing Employees to these roles. The Agency recognises 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 First Aid Officers and Health and Safety Representatives, but this will be considered taking into account work group arrangements.

## Relocation assistance

84. Where an existing Employee is required to relocate at the request of the Agency (such as a promotion), 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.

85. Where an Employee is required to relocate on engagement with the Agency the Employee will be provided with financial relocation assistance.
86. Reasonable expenses associated with the relocation include:
- (a) the cost of transport of the Employee and their dependents by the most economical means;
  - (b) removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the Employee, dependants and partner;
  - (c) the reimbursement of the cost of the insurance premium based on a reasonable replacement value;
  - (d) the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award at the time the expense is incurred.
87. Additional relocation assistance may be considered at the Agency's discretion, which may include:
- (a) costs associated with the sale and purchase of the Employee's normal place of residence;
  - (b) costs incurred in avoiding serious disruption to the final two (2) years of the Employee's child's secondary education (Years 11 and 12), and
  - (c) temporary accommodation at the new location.
88. Permanent or temporary relocation at the request of the Employee will only attract relocation assistance at the discretion of the Agency.

### Community language allowance

89. A community language allowance will be paid where the Agency 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. Further information is included in policy.
90. The community language allowance is paid in accordance with the Employee's level of competency as set out in the table at **Attachment B**.
91. The community language allowance is calculated annually and paid fortnightly.
92. The full community language allowance is payable regardless of flexible work and part-time arrangements.
93. The community language allowance is payable during periods of paid leave.
94. The community language allowance counts as salary and OTE for superannuation purposes and for calculating retirement and redundancy entitlements.

### Restriction allowance

95. An Employee will be eligible to receive a restriction allowance if:
- (a) their position is classified at level APS1 to APS6;

- (b) they are required to participate in a Restriction Roster outside bandwidth hours; and
  - (c) they are contactable and available to perform extra duty during the rostered restriction period.
- 96. Executive Level Employees (and their equivalents) and Casual Employees are generally ineligible to receive restriction allowance payments. The Agency may approve restriction allowance payments in exceptional circumstances for these Employees, where they are required to be on a Restriction Roster and be contactable and available to perform extra duty during a rostered restriction period.
- 97. Where Executive Level Employees are required (and approved) to be rostered for restriction duty, they will be paid at the applicable hourly rate for the top of the APS6 salary range.
- 98. Restriction allowance is payable at a rate of:
  - (a) Monday to Friday: 7.5% of the Employee's ordinary hourly rate;
  - (b) For time restricted on Saturday and Sunday: 10% of the Employee's ordinary hourly rate;
  - (c) For time restricted on a public holiday or during the annual close down: 15% of the Employee's ordinary hourly rate.

## Overtime for restricted Employees

- 99. A restricted Employee who is required to perform extra duty may be required to work at the Employee's usual place of work or at another designated place, including the Employee's home.
- 100. Where an Employee is restricted under the provisions of clause 95 and is required to perform extra duty, but is not required to be recalled to the Employee's usual place of work, overtime payment will be a one-hour minimum payment.
- 101. Where an Employee restricted under the provisions of clause 95 is recalled to duty at the usual place of work, overtime payment will be a three-hour minimum payment.
- 102. Executive Level Employees will not receive overtime payments for extra duty worked during a rostered restriction period but will be entitled to paid time off in lieu in accordance with clauses 155 to 161 of this Agreement.

## SECTION 4: CLASSIFICATIONS AND BROADBANDS

### Work Level Standards

- 103. 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.
- 104. The Agency runs Entry Level Programs that utilise the Digital Health Entry Level Broadband (DHELB).
- 105. The DHELB will be used for Employees selected to undertake an advancement program and whose progression to the exit level classification is subject to the successful completion of an Entry Level Program.

## Agency specific classifications

106. Employees undertaking duties recognised by the Agency as requiring possession of mandatory qualifications, specialist skills and/or professional registration will have specific titles recognised under the *Public Service Classification Rules 2000*, or local titles.

Specific Classifications include:	Local Titles include:
Cadets	Digital Health Entry Level
Trainees	Digital Health Graduate
Graduates	
Medical Officer	

## Digital Health Entry Level Broadband (DHELB)

107. The following local titles are included in the Digital Health Entry Level Broadband:

- (a) Apprentices;
- (b) Cadets;
- (c) Trainees; and
- (d) Digital Health Graduates.

### **Entry to DHELB**

108. Participants commencing in the Agency on an Entry Level Program will commence at the base classification of the applicable program.
109. The Agency may, in exceptional circumstances, approve a participant to commence at a classification higher than the base classification of the applicable program.

### **Advancement within the DHELB**

110. Digital Health Entry Level Employees are required to undertake a program/course of training determined by the Agency.
111. On satisfactory completion of the program/course of training the Employees will be advanced through the soft barriers within the DHELB.
112. Advancement is not automatic and is subject to:
- (a) successful completion of the relevant Entry Level Program including any applicable qualification/training; and
  - (b) the Employee having gained the necessary skills and proficiencies to perform the more complex work; and
  - (c) a 'met all requirements' performance standard being maintained.
113. During the life of this Agreement the Agency may include other entry level local titles to the DHELB.

### ***Transitional arrangements for Digital Health Graduates at the commencement of this Agreement***

- 114. The highest classification within the Digital Health Graduate Broadband is accessible to all Digital Health Graduates who meet the relevant conditions for advancement.
- 115. If at the time of the commencement of this Agreement, there are Digital Health Graduates who are yet to complete the program/course of training, they will move to the APS4 classification within the Digital Health Graduate Broadband upon commencement of the Agreement.
- 116. If at the time of the commencement of this Agreement, there are Digital Health Graduates who are yet to complete the program/course of training, they will move to the highest classification within the Digital Health Graduate Broadband when they meet the relevant conditions for advancement.

## **SECTION 5: WORKING HOURS AND ARRANGEMENTS**

### **Job security**

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

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

#### ***Reporting***

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

#### ***Pathways to permanency***

- 119. 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.

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

- 120. A Casual (irregular or intermittent) Employee is defined at clause 16 of this Agreement.
- 121. A decision to expand the use of casual Employees is subject to the consultation requirements in Section Nine of this Agreement.
- 122. The Agency will regularly review the working arrangements of Casual Employees to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
- 123. Remuneration for Casual Employees is on an hourly basis. A Casual Employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this Agreement.
- 124. 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 LSL Act and leave for family and domestic violence support.

- 125. A Casual Employee will 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.
- 126. A Casual Employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

## **Non-Ongoing employment**

- 127. A Non-ongoing Employee is defined at clause 16 of this Agreement.
- 128. Non-ongoing Employees will generally have the same terms and conditions of employment as Ongoing Employees under this Agreement's terms, except:
  - (a) the accrual of personal/carer's leave subject to clause 255;
  - (b) redundancy provisions in Section 10 of this Agreement, subject to clause 129; and
  - (c) application of the Managing Underperformance framework, as stated at clause 399.
- 129. If the Non-Ongoing Employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at Section 10 of this Agreement will apply.
- 130. If the redundancy provisions apply to an Employee under clause 128, the Agency must adhere to the consultation requirements in Section 9 of this Agreement and where applicable, the consultation provisions in the redeployment, retraining and redundancy section at Section 10 of this Agreement.

## **Working hours**

- 131. All Employees have a mutual responsibility for managing their working hours and patterns, including leave planning, formal Flexible Work Arrangements, flextime arrangements, and minimising additional hours where possible. The provisions below are designed to be sufficiently flexible for Employees to meet business requirements and balance their personal needs.

### ***Ordinary hours***

- 132. Ordinary hours for full-time Agency Employees are 37 hours 30 minutes per week.
- 133. For the purposes of calculating pay, attendance and flextime, ordinary hours of work for full-time Employees are 150 hours over the four week settlement period commencing on a payday Thursday.

### ***Recording attendance***

- 134. All Employees are required to record their working hours.

### ***Standard Day***

- 135. The Standard Day is used for the purposes of deciding when an Employee will work their ordinary hours of work, the accrual and deduction of leave and calculation of hours over the flextime period.

136. The Standard Day for full-time Employees is 7 hours and 30 minutes per day worked from 8.30 am to 12.30 pm and 1.30 pm to 5.00 pm Monday to Friday.
137. Notwithstanding clauses 140 and 145, and subject to any flexible working arrangement in place under clauses 178 to 205, an Employee must work a Standard Day where Agency has decided that:
- (a) essential operational requirements and the availability of work require that hours be worked at certain times, including reversion to a Standard Day, or
  - (b) an Employee's attendance is unsatisfactory or that the Employee is misusing flextime.

### ***Additional hours***

138. In accordance with the FW Act, an Employee may refuse to work additional hours (extra hours or directed overtime) where such additional hours are unreasonable. Such refusal will not prejudice the Employee's employment. For the purposes of this clause, additional hours are those in excess of:
- (a) 37.5 ordinary hours per week for a full-time Employee, or
  - (b) the agreed ordinary hours of work per week for a part-time Employee.
139. An Employee and their Manager will work together to manage hours of work to ensure that an Employee is not working excessive hours without the opportunity to take time off either as flextime (for APS1-6 and their equivalents) or in the case of Executive Level Employees (and their equivalents), as Executive Level time off.

### **Working patterns**

140. All Employees have access to flexible working arrangements to work their ordinary hours in accordance with clauses 178 to 205. For APS1-6 level Employees (and their equivalents), flexibility can also be accessed through the flextime scheme detailed at clauses 148 to 154 of this Agreement. For EL1 and EL2 level Employees, flexibility can also be accessed through Executive Level Time Off in Lieu as detailed at clauses 155 to 157 of this Agreement.
141. The pattern of hours by which an Employee works their ordinary hours will be determined in consultation with the Employee, and with regard to the operational needs of the Agency. An Employee will not normally be required to:
- (a) work outside the bandwidth set out at clause 145;
  - (b) work more than 10 hours ordinary time on any day, or
  - (c) commence work on any day without having at least 8 hours minimum break from the previous day's work, without specific approval from their Manager.
142. Where this does occur, the overtime and time in lieu provisions at clauses 162 to 176 and/or meal allowance provisions at clauses 72 and 73 may apply.
143. Regardless of the bandwidth, all Employees are required to take an unpaid break of at least 30 minutes after five hours of continuous work.

### ***Insufficient work and flextime***

144. Working extended hours is subject to work availability and Manager approval. A Manager may require an Employee not to work hours in excess of a Standard Day where there is insufficient productive work available to warrant working the extended hours.

### ***Bandwidth***

145. The bandwidth of hours in which an Employee can work their ordinary hours is 7.00 am to 7.00 pm, Monday to Friday.

### ***Work outside bandwidth***

146. Where an Employee requests to work their ordinary hours outside the bandwidth e.g. on Saturday or Sunday, the Employee may do so, subject to operational requirements, with the prior written agreement of their Manager. Any hours worked on this basis will be considered ordinary hours and will not attract overtime.

### ***After hours use of taxis***

147. A Manager may approve the use of taxis or ride-share services by an Employee for work outside of the bandwidth, as part of their overall WHS responsibility and in accordance with Agency policy.

### **Flextime for APS 1-6 classifications (and their equivalents)**

148. APS1-6 Employees (and their equivalents) accumulate flextime for duty performed in excess of their ordinary hours of work (over the settlement period), that does not attract overtime.
149. Subject to the agreement of their Manager, an Employee may:
- (a) vary their pattern of attendance from time to time in order to meet personal needs; or
  - (b) take flextime as a part or whole day absence.

### ***Excess flex credits***

150. Where an Employee's flex credit exceeds 20 hours at the end of a settlement period, the Employee and their Manager will put a plan in place to reduce the flex credits.

### ***Cash out of credits exceeding 30 hours***

151. At the end of a settlement period, the Agency may approve flex credits exceeding 30 hours to be cashed out at ordinary time rates where, due to organisational requirements, the Manager cannot envisage an opportunity for the Employee to use those credits in the next settlement period.

### ***Cash out of credits exceeding 37.5 hours***

152. At the request of the Employee, flex credits exceeding 37.5 hours can be cashed out.

### ***Flex debit balance***

153. Employees may carry over a maximum of 10 hours flex debit accumulated in any settlement period into the next settlement period. If:
- (a) the maximum debit is exceeded at the end of a settlement period; and

- (b) is not reduced to the maximum allowable (or lower) over the next settlement period, then
- (c) the amount by which the maximum is exceeded shall be treated as leave without pay not to count as service (unless the Employee elects to use annual leave credits); and
- (d) an appropriate deduction made from the Employee's salary in accordance with the Accountable Authority Instructions.

### ***Flex balances at cessation***

154. Prior to cessation of employment with the Agency, the Employee's Manager should provide opportunities to enable the Employee to balance any flex credits or debits. Employees should also take all reasonable steps to balance their flex debit or credit. Where flex credits are outstanding at the cessation of employment with the Agency, the flex credit will be paid to the Employee at ordinary time rates. Where flex debits are outstanding at the cessation, these will be recovered as part of the termination payment, in accordance with the FW Act.

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

155. Executive level (EL) Employees are sometimes required to work reasonable additional hours. Consistent with the NES, EL Employees may refuse to work unreasonable additional hours.
156. EL Employees seeking to access time off in lieu (EL TOIL) are required to keep records of their working hours using a method determined by the Agency.
157. A Manager is to grant EL TOIL in recognition of reasonable additional hours worked. TOIL granted to EL Employees can be taken as whole or part days.
158. The working arrangements for an EL Employee should be agreed through discussion between the Manager and the EL Employee. The discussion should include consideration of the work requirements that will safely complete the work and reasonably allow the Employee to balance their work and personal life.
159. An EL Employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL Employee and their Manager.
160. 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.
161. Requests from EL Employees to access flexible time off consistent with their agreed working arrangements are to be supported, subject to operational requirements.

### **Overtime**

#### ***APS1-6 (and their equivalents)***

162. APS1-6 level Employees (and their equivalents) are eligible for an overtime payment where they are directed in writing by their Manager and required by the Agency to:
- (a) perform work outside the bandwidth (inclusive of work on weekends and public holidays); or

- (b) perform work within the bandwidth but beyond the Employee's ordinary hours over the settlement period, unless they elect to receive those additional hours as Time in Lieu under clause 167.

163. If an Employee has a flexible working arrangement in place which provides for ordinary hours of work outside the bandwidth, any entitlement to overtime will only apply if the Employee is required to work outside the ordinary hours set out in that flexible working arrangement.

#### ***Part-time Employees***

164. In addition to any entitlement under clause 162 of this Agreement, part-time Employees at the APS1-6 level (and their equivalents) are eligible for an overtime payment for work performed at the direction of the Agency, which is:

- (a) not continuous with the Employee's agreed or specified hours of work, and/or
- (b) beyond the total ordinary hours of work over the settlement period specified in the Employee's part-time work agreement, unless they elect to receive those additional hours as Time in Lieu under clause 167.

#### ***Executive Level (and their equivalents)***

165. Executive Level Employees (and their equivalents) are not generally entitled to payment for overtime and generally the EL TOIL provisions in clauses 155 to 161 will apply. However, the Agency may approve an overtime payment for Executive Level Employees in exceptional circumstances.

#### ***Travel not to count as overtime***

166. Time spent travelling to or from work will not count as part of an overtime attendance.

#### ***Time in Lieu of overtime (TIL)***

- 167. An Employee who would otherwise be entitled to payment for overtime may agree with their Manager to take Time In Lieu (TIL), subject to the Agency's operational requirements.
- 168. Any time TIL should be taken within one month of the overtime being worked, unless otherwise agreed by the Manager. In all cases it must be taken no later than three months after accrual.
- 169. TIL will not be paid on termination of employment.

#### ***Calculation of overtime and TIL***

170. Where overtime is worked, the rate of payment is calculated at the following rates:

For overtime worked on	Overtime time rate
Monday to Saturday – first 3 hours	150%
Monday to Saturday – after 3 hours	200%
Sunday – all day	200%
Public Holiday, Additional Holiday and during annual closedown – all day	250%

171. If an Employee elects to take TIL instead of overtime, it is calculated on an hour for hour basis.

### ***Minimum payment for non-continuous overtime***

172. Where a period of overtime is not continuous with ordinary duty, the minimum overtime payment is four hours at the relevant rate. Where the period of overtime is greater than four hours, payment will be made for the actual period worked at the relevant rate.
173. Clause 172 does not apply to Employees on restriction duty who are recalled to duty, and clauses 100 and 102 of this Agreement will apply instead.

### ***Continuous duty***

174. Overtime is considered to be continuous with ordinary duty when an Employee does not have a break, other than a meal break, between the periods of ordinary duty and overtime. There are no minimum payment provisions for continuous overtime.

### ***Multiple attendance***

175. A multiple overtime attendance occurs when an employee is required to undertake two or more overtime attendances which are:
- (a) not separated by a period of ordinary rostered duty; and
  - (b) not continuous with ordinary rostered duty.
176. For multiple attendances, the employee will be entitled to the lesser of:
- (a) the minimum payment of 4 hours overtime for each attendance; or
  - (b) payment as if overtime was continuous from the commencement of the first attendance for overtime to the cessation of the last attendance of overtime.

### **Family care assistance**

177. Where an Employee is required by the Agency to be away from home outside the Employee's Standard Day, and the Employee incurs reasonable additional costs for family care arrangements, the Employee will be reimbursed those reasonable additional costs.

### **Flexible working arrangements**

178. 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 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.

179. The Agency is committed to engaging with Employees and their union to build a culture that supports flexible working arrangements across the Agency at all levels. This may include developing and implementing strategies through an Agency consultative committee.
180. 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***

181. The following provisions do not diminish an Employee's entitlement under the NES.
182. An Employee may make a request for a formal flexible working arrangement.
183. The request must:
- (a) be in writing;
  - (b) set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
  - (c) set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
184. The Agency must provide a written response to a request within 21 days of receiving the request.
185. The response must:
- (a) state that the Agency approves the request and provide the relevant detail in clause 186; 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; or
  - (c) state that the Agency 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 and explain 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 the enterprise 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.

186. Where the Agency approves the request, this will form an arrangement between the Agency and the Employee. Each arrangement must be in writing and set out:
- (a) any security and work health and safety requirements;
  - (b) a review date (subject to clause 190); and
  - (c) the cost of establishment (if any).
187. The Agency may refuse to approve the request only if:
- (a) the Agency has discussed the request with the Employee; and
  - (b) the Agency has genuinely tried to reach an agreement with the Employee about making changes to the Employee's working arrangements to accommodate the Employee's circumstances (subject to any reasonable business grounds for refusal); and
  - (c) the Agency and the Employee have not reached such an agreement; and
  - (d) the Agency has had regard to the consequences of the refusal for the Employee; and
  - (e) the refusal is on reasonable business grounds.
188. Reasonable business grounds include, but are not limited to:
- (a) the new working arrangements requested would be too costly for the Agency;
  - (b) there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested;
  - (c) it would be impractical to change the working arrangements of other Employees, or to recruit new Employees, to accommodate the new working arrangements requested;
  - (d) the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
  - (e) the new working arrangements requested would be likely to have a significant negative impact on customer service; and
  - (f) it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
189. For First Nations Employees, the Agency must consider connection to country and cultural obligations in responding to requests for altering the location of work.
190. Approved flexible working arrangements will be reviewed by the Agency and the Employee after 12 months, or a shorter period, if agreed by the Employee. This is to ensure the effectiveness of the arrangement.

***Varying, pausing or terminating flexible working arrangements***

191. An Employee may request to vary an approved flexible working arrangement in accordance with clause 190 of this Agreement, including a request to pause or terminate an approved flexible working arrangement.



192. The Agency may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 188 of this Agreement.
193. 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.
194. Prior to the Agency varying, pausing or terminating the arrangement under clause 192 of this Agreement, the Agency must have:
- (a) discussed with the Employee their intention to vary, pause or terminate the arrangement with the Employee;
  - (b) genuinely tried to reach an agreement with the Employee about making changes to the Employee's working arrangements to accommodate the Employee's circumstances (subject to any reasonable business grounds for alteration);
  - (c) had regard to the consequences of the variation, pause or termination for the Employee;
  - (d) ensured the variation, pause or termination is on reasonable business grounds; and
  - (e) informed the Employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 185(c) of this Agreement.

### ***Working from home***

195. 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.
196. The Agency may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
197. An Employee working from home is covered by the same employment conditions as an Employee working at an office site under this agreement.
198. The Agency will provide Employees with guidance on working from home safely.
199. 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***

200. 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.
201. Employees should, where practicable, make the request in writing and provide as much notice as possible.
202. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in Flexible Work Arrangement clauses 181 to 190 of this Agreement.

203. 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.
204. 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***

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

## **Part-time work**

### ***Hours of work for part-time***

206. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
207. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
208. The pattern of hours of work for a part-time work agreement will provide no less than three ordinary hours per day (or an alternative period agreed by the Agency and the Employee) and will be continuous on any one day.
209. Remuneration and conditions (except long service leave which is provided and administered in accordance with the LSL Act) for part-time Employees will be calculated on a pro-rata basis, apart from expense related allowances, where a part-time Employee will receive the same amount as a full-time Employee.

### ***Variation in hours for part-time Employees***

210. A Part-Time Employee may not vary their hours for a period of one week or less. Changes in hours for these periods should be accommodated using flextime or alternative arrangements as agreed with their Manager. Details of the operation of the flextime provisions for part-time Employees are provided at clauses 148 to 154 of this Agreement.

## **Annual closedown and early stand down**

211. The Agency will be closed for normal business and Employees will not be required to perform normal duty on the working days between Christmas Day and New Year's Day. Eligible Employees will be paid for closedown. Pay eligibility for annual closedown will be treated in the same manner as public holidays in determining the appropriate rate of salary payment to apply on those days.
212. Where an Employee is absent on leave, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave (e.g. if on long service leave half-pay, payment is at half-pay).
213. There will be no deduction from annual or personal/carer's leave credits for the annual closedown days.

214. The Agency will be closed for normal business and Employees will not be required to perform duty from 3.00 pm on the working day prior to Christmas Day and the working day prior to Good Friday. Eligible Employees will be paid for early standdown. Payment eligibility will be treated in the same manner as a normal working day.
215. Part-Time Employees normally not working on the days of the week on which annual closedown and early stand down occur, will not be entitled to alternative time off duty.

## Public holidays

216. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- (a) 1 January (New Year's Day);
  - (b) 26 January (Australia Day);
  - (c) Good Friday and the following Monday;
  - (d) 25 April (Anzac Day);
  - (e) the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
  - (f) 25 December (Christmas Day);
  - (g) 26 December (Boxing Day); and
  - (h) any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.
217. 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 at clause 216 above, then the substituted day or part day is the public holiday.
218. The Agency 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.
219. The Agency 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 between the Employee and the Agency. This substitution does not impact or reduce an Employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
220. 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.
221. Where a public holiday falls during a period when an Employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is at half pay).

222. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the Employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the Employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 216(a) to 216(h).
223. An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
224. Where a Full-Time Employee, including but not limited to Employees on compressed hours, has a regular planned day off which would fall on a public holiday, the Agency may allow the Employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the Employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

## **SECTION 6: LEAVE**

### **General Conditions**

225. All leave entitlements will be accrued and deducted in hours and minutes based on the Employee's ordinary hours as set out at clause 132 of this Agreement. The Agency recognises that the NES provides for some leave to accrue in a different manner, and in the event the Agency's accrual practices are less favourable than the NES, the Agency undertakes to rectify the Employee's leave balance in a manner consistent with the NES.

#### ***Recall to duty***

226. Where an Employee is recalled from approved leave or that approved leave is cancelled, the Agency will approve reasonable reimbursement toward travel expenses which have been incurred, incidental expenses or family care costs not otherwise recoverable under insurance or from another source, provided that the Employee took reasonable precautions, as determined by the Agency, to avoid such expenses. Evidence of costs may be required.

### **Annual leave**

#### ***Entitlement***

227. Full-time Employees are entitled to and will accrue the equivalent of four weeks' (20 days) annual leave for each year of completed service. Part-time Employees will accrue annual leave on a pro-rata basis for ordinary hours worked. Annual leave will accrue daily and will be credited on the first day of each month.

#### ***Effect of leave without pay***

228. Where 'leave without pay not to count as service' has been granted in the accrual period, annual leave will be adjusted on the day of accrual as follows.
- (a) where aggregated absences for periods totalling 30 calendar days or less, the annual leave accrual is not affected;

- (b) where aggregated full day absences total more than 30 calendar days, the total period of leave without pay is deducted from the number of calendar days to count as service; and
- (c) where leave without pay covers an entire calendar year, no annual leave credit accrues for that year.

229. An Employee with an annual leave credit greater than two years on:

- (a) commencing duty in the Agency, or
- (b) returning to work following a long term absence due to illness or injury, or
- (c) resuming duty following a graduated return to work,

will have a period of 12 months to take sufficient leave to reduce the Employee's credit down to the equivalent of two years credit or less.

#### ***Annual leave at half-pay***

- 230. Employees may take annual leave at half-pay. However, unless approved by the Agency, it may not be taken at half pay where the Employee has an excessive annual leave balance of more than 8 weeks.
- 231. The minimum absence of leave on half-pay is two working days, with further absences in multiples of two days. Where annual leave is taken at half-pay, credits will be deducted from the Employee's annual leave balance on the basis that two days of annual leave at half-pay is equivalent to one day of annual leave at full-pay.

#### ***Direction to take excessive annual leave***

- 232. The Agency may direct an Employee to take annual leave where they have an excessive annual leave balance of more than 8 weeks (pro-rata for part time employees), after first attempting to genuinely try to reach agreement with the Employee on how to reduce or eliminate the excessive leave accrual.
- 233. The Agency must provide at least 8 weeks' (but not more than 12 months') notice of the requirements to take excessive annual leave, and the direction must:
  - (a) be to take at least one week's annual leave; and
  - (b) not result in the Employee's annual leave balance being less than 6 weeks after the directed annual leave is taken.

#### ***Payment of annual leave on cessation of employment***

- 234. Any unused accrued annual leave will be paid out to the Employee when the Employee's employment with the APS (for an APS employee) or Agency (for a Common Law Employee) ceases. Payment will be calculated using the Employee's final rate of salary, including allowances that would have been paid during a period of annual leave.

### ***Voluntary cash out of annual leave***

235. The Agency may approve an application by an Employee to cash out a portion of the Employee's accrued annual leave credits. To be eligible to cash out annual leave, Employees must:
- (a) have taken at least two weeks of annual or long service leave, or an equivalent pro rata amount for part-time Employees, in the 12 months preceding the request to cash out annual leave; and
  - (b) have a remaining balance of at least four weeks, or an equivalent pro rata amount for part-time Employees, annual leave credit if the application is approved.
236. If the Agency approves the application in clause 235, then the Employee will be paid the full amount that would have been paid had the Employee taken the entitlement as leave.
237. Each cashing out of a particular amount of annual leave must be by a separate agreement in writing with the Agency.
238. The maximum amount of annual leave that may be cashed out in a 12-month period by an Employee is 2 weeks (or an equivalent pro rata amount for part-time Employees).

### **School holiday family care subsidy**

239. Where an Employee with school children has leave refused, has approved leave cancelled or is required to return from leave early because of Agency business requirements during school holidays, the Agency will reimburse up to \$23 per child per day of the amount paid by the Employee for each school child attending approved or registered care.
240. In the circumstances described above, where the Employee can demonstrate that they would otherwise have taken personal responsibility for caring for other Family Members during school holidays, the Agency may reimburse some, or all, of the amount paid by the Employee for that family care.
241. The reimbursement will be net of any government subsidy available to the Employee.

### **Purchased leave**

242. To assist Employees in balancing work and life responsibilities, the Agency provides a scheme where additional leave may be purchased. Purchasing additional leave is not intended to be used to establish a different work pattern such as a regular reduction in weekly hours.
243. Where a Manager agrees that an Employee may participate in the purchased leave scheme, the Employee may purchase from one to six weeks leave every 12 months. Leave, once purchased, must generally be taken in multiple days.
244. Purchased leave will count for service for all purposes.
245. Purchased leave is a form of salary sacrifice, which means for Employees in the Public Sector Superannuation Accumulation Plan (PSSap) or other accumulation funds, employer superannuation contributions are made on the Employee's OTE prior to the deduction, and therefore employer contributions are not made while they are absent on purchased leave.

### ***Extended purchased leave***

246. When an Employee has served at least three years of continuous employment with the Agency, they may apply for access to extended purchased leave. An Employee can access extended purchase leave by:
- (a) Entering into an agreement to purchase extended leave where the Employee's salary will be reduced for a two year period; and
  - (b) At the end of that two year extended purchase leave accrual period, a period of up to twelve months absence on extended purchased leave will be available to the Employee.

### **Personal/carer's leave**

247. On commencement with the APS (for APS Employees) or the Agency (for Common Law Employees), an Ongoing Employee will be credited with personal/carer's leave of 18 days (135 hours) or the part-time equivalent. Subject to the transitional arrangements in clauses 248 and 249, after 12 months, a further 18 days (135 hours) personal/carer's leave per annum or the part-time equivalent will accrue daily and be credited monthly in arrears on the first day of each month thereafter, without limit.
248. As a transitional measure, Ongoing Employees who, immediately prior to the commencement of this Agreement, were covered by the *ADHA Determination 2023/01 (non-SES employees)*:
- (a) will continue to accrue 18 days personal/carers leave, or the part-time equivalent, on completion of each 12 month period of service; and
  - (b) transition to the personal/carers leave accrual and crediting provisions specified in clause 247 by 1 January 2026.
249. Where an Ongoing Employee:
- (a) has, or cares for someone with, a chronic condition or other ongoing illness;
  - (b) is recovering from surgery;
  - (c) is pregnant; or
  - (d) is returning from parental leave or has a child commencing day care;
- and, as a result of the transition to daily accrual of personal/carer's leave, does not have sufficient credit to cover an absence for which they would otherwise be able to take personal/carer's leave, the Agency will advance the Employee's accrual up to the 12 month anniversary when their leave would otherwise be credited.
250. On commencement with the Agency, a Non-Ongoing Employee will be credited with personal/carer's leave of 18 days (135 hours) or the part-time equivalent, pro-rated based on the Employee's initial contract period. After the initial contract period or 12 months, whichever is shorter, or where the Employee has an existing entitlement to personal/carers leave, a further 18 days (135 hours) personal/carer's leave per annum or the part-time equivalent will accrue daily and be credited monthly in arrears on the first day of each month thereafter.

251. A casual Employee may be absent without pay when not fit for work due to personal illness or injury. A casual Employee may access two days unpaid carer's leave per occasion, consistent with the NES.

***Effect of leave without pay on personal leave accruals***

252. Where 'leave without pay not to count as service' has been granted, personal/carers leave accrual will be adjusted as follows.
253. Where 'leave without pay not to count as service' has been granted, personal/carers leave which has been credited in advance in accordance with clauses 247, 248 or 249 will be adjusted as follows:
- (a) where aggregated absences total more than 30 calendar days, the total period of leave without pay is deducted from the number of calendar days to count as service; and
  - (b) where leave without pay covers an entire calendar year, no personal/carers leave credit accrues for that year.

***Notification to Manager***

254. An Employee, where practicable, must personally notify their Manager of their absence or intention to be absent on personal/carers leave as soon as possible. Where the Employee's Manager is not contactable, the Employee must notify another Employee in the Employee's work team.

***Use of personal/carers leave***

255. Personal/carers leave gives Employees access to paid leave, subject to available credits, when they are absent due to:
- (a) personal illness or injury;
  - (b) attending appointments with a registered Health/Medical Practitioner;
  - (c) managing a chronic condition; and/or
  - (d) providing care or support for a family member (including a household member) or a person they have caring responsibilities for, because:
    - (i) of a personal illness or injury affecting the other person; or
    - (ii) of an unexpected emergency affecting the other person.
256. A person that an employee has caring responsibilities for may include a person who needs care because they:
- (a) have a medical condition, including when they are in hospital;
  - (b) have a mental illness;
  - (c) have a disability;
  - (d) are frail or aged; and/or
  - (e) are a child, not limited to a child of the Employee.



### ***Satisfactory evidence requirements***

257. An Employee may be requested to provide satisfactory evidence to support applications for personal/ carer's leave for more than three consecutive days.
258. If an Employee takes 10 days personal/carer's leave without satisfactory evidence in a calendar year, then the Employee may also be requested to provide satisfactory evidence for any further applications for personal/carer's leave of any duration for the balance of the period of 12 months, unless otherwise determined by the Agency.
259. Acceptable evidence includes:
- (a) a certificate from a registered Health/Medical Practitioner;
  - (b) statutory declaration; or
  - (c) another form of evidence approved by the Agency.
260. A certificate from a registered Health/Medical Practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.
261. If requested by the Agency, satisfactory evidence must be provided within 24 hours of the Employee's return to work or another period that is reasonable in the circumstances.

### ***Conversion to half-pay***

262. The Agency may approve the conversion of personal/carer's leave to half-pay for an Employee for a specified absence of not less than two days. Where personal/carer's leave is taken at half-pay, credits will be deducted from the Employee's personal/carer's leave balance on the basis that two days of personal/carer's leave at half- pay is equivalent to one day of personal/carer's leave at full-pay. Converting personal/carers leave to half-pay does not increase the 10 days' personal/carers leave referred to in clauses 257 to 261 after which satisfactory evidence may be requested.

### ***Unpaid personal/carer's leave***

263. Where paid personal/carer's leave credits are exhausted, an Employee may choose to access other forms of paid leave in lieu of unpaid personal/carers leave. Unpaid personal/carers leave to a total of 26 weeks in a 12-month period will count as service for all purposes. Any further continuous periods of unpaid personal/carer's leave will not count as service, unless otherwise required by legislation.

### ***Engagement after invalidity retirement***

264. If an Employee's APS employment is terminated on the grounds of invalidity, and the Employee is subsequently re-engaged as a result of action taken under the relevant superannuation legislation, the Employee is entitled to be credited with personal/carer's leave equal to the balance of the Employee's personal/carer's leave at the time of termination.

### ***Cessation of employment***

265. Unused personal/carer's leave will not be paid out on cessation of employment.

## Portability of leave

266. 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.
267. Where an Employee is engaged in the Agency immediately following a period of Ongoing employment in the Parliamentary Service or the ACT Government Service, the Employee's unused accrued annual leave and personal/carer's leave will be recognised unless the Employee received payment in lieu of those entitlements on cessation of employment.
268. 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 APS Employee (whether in the agency or another APS agency), at the Employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
269. Where an Employee is engaged as a Non-Ongoing APS Employee, and immediately prior to the engagement the person was employed as a Non-Ongoing APS Employee (whether in the agency or another APS agency) at the Employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
270. 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 clause 267), the Agency will recognise any unused accrued personal/carer's leave at the Employee's request. The Agency will advise the employee of their ability to make this request.
271. 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 may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
272. For the purposes of clauses 266 to 271, an Employee with a break in service of less than 2 months is considered to have continuity of service.

## Miscellaneous leave

273. Miscellaneous Leave may be granted by the CEO, having regard to the operational needs of the Agency, including for purposes that the CEO considers to be in the interests of the Agency.
274. Leave may be granted:
- (a) for the period requested or for another period,
  - (b) with or without pay, and
  - (c) subject to conditions.
  - (d) Where exceptional circumstances affect an Employee, the Agency will consider granting miscellaneous paid leave. These circumstances may include, but are not limited to, emergency situations such as bushfires, floods, cyclones and earthquakes.

The Agency may also provide leave to an Employee for participation in a major international sporting event.

275. Notwithstanding anything in clauses 273 and 274, the Agency will only provide casual employees with paid miscellaneous leave for the purposes of granting paid family and domestic violence leave or otherwise where required or provided for by government directive.
276. Miscellaneous leave without pay will not count for any purpose, except as required by legislation.
277. Leave for:
- (a) personal and development training in the interests of the Agency, and
  - (b) non-APS employment in the interest of the Agency,
- will be approved to count as service for the purposes of conditions conferred by this Agreement and the Agency may determine that it count for the purposes of long service leave in accordance with the requirements of the LSL Act and any associated Regulations.

### Re-crediting of leave

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

279. 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.
280. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

### Long service leave

281. An Employee is eligible for long service leave in accordance with the LSL Act.
282. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at 279 of this Agreement.

### Cultural, ceremonial and NAIDOC leave

#### ***NAIDOC leave***

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

#### ***First Nations ceremonial leave***

285. First Nations Employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
286. The Agency may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
287. First Nations ceremonial leave can be taken as part days.
288. First Nations ceremonial leave is in addition to compassionate and bereavement leave.
289. In addition to the paid leave entitlements in clause 285, First Nations Employees may access up to three months of unpaid leave each year to fulfil ceremonial obligations.

#### ***Cultural leave***

290. The Agency may grant up to 3 days of paid leave (which can be taken as part days or full days) each calendar year for the purpose of attending significant religious or cultural obligations associated with the Employees' particular faith or culture.
291. The Agency may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
292. Cultural leave can be taken as part days.
293. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clauses 283 to 288.

### Parental leave

294. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.

295. 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.
296. 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.
297. 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***

298. An Employee is entitled to parental leave with pay as per clauses 300 and 301 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.
299. Employees newly engaged in the Agency or who have moved to the Agency from another APS agency are eligible for the paid parental leave in clause 300 and where such paid leave had not already been provided by another APS Agency or Commonwealth employer in the 24 months since the child's date of birth or placement. If the paid leave used by the Employee with the previous Commonwealth employer or APS Agency is less than the limits specified in clauses 300 and 301, the balance is available to the Employee.
300. 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 below:

<b>Paid leave entitlement under the ML Act</b>	<b>Additional parental leave with pay under this Agreement for the primary caregiver</b>
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

301. An Employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided below:

<b>Period which coincides with the parental leave period for the secondary caregiver</b>	<b>Parental Leave with pay under this Agreement</b>
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

Period which coincides with the parental leave period for the secondary caregiver	Parental Leave with pay under this Agreement
	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

### ***Flexibility***

302. 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.
303. The 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 ordinary weekly hours at the time of the absence.

### ***Half-pay option***

304. Payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

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

305. An Employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this agreement for adoption or long-term foster care, provided that the child:
- (a) is under 16 years of age as at the day (or expected day) of placement;
  - (b) has not lived continuously with the Employee for a period of six months or more as at the day (or expected day) of placement; and
  - (c) is not (otherwise than because of the adoption) a child of the Employee or the Employee's spouse or de facto partner.
306. 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.

### ***Pre-adoption leave***

307. Employees in the process of adopting or fostering of a child may take up to two days paid leave to attend any interviews or examinations required to obtain adoption or foster care approval.

### ***Stillbirth***

308. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.
309. A stillborn child is a child:

- (a) who weighs at least 400 g at delivery or whose period of gestation was 20 weeks or more; and

- (b) who has not breathed since delivery; and
- (c) whose heart has not beaten since delivery.

#### ***Pregnancy loss leave***

- 310. A pregnant Employee who experiences, or an Employee whose spouse or partner experiences, pregnancy loss is entitled to one weeks' paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.
- 311. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

#### ***Premature birth leave***

- 312. In circumstances of a live birth before 37 weeks' gestation a pregnant Employee, or an Employee whose spouse or 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 the parental leave provisions in this agreement, noting the parental leave period commences on the child's date of birth.

#### ***Transitional provisions***

- 313. 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 312 until after the legislated paid maternity leave is used.

### **Compassionate leave**

- 314. Employees will be eligible for 3 days' paid compassionate leave on each occasion when:
  - (a) a member of their family (including a member of their household) or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
  - (b) the Employee or their partner has a miscarriage.
- 315. An Employee may be asked to provide evidence to support their absences on compassionate leave.
- 316. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 317. For casual Employees, compassionate leave is unpaid.

### **Bereavement leave**

- 318. Employees will be eligible for 3 days' paid bereavement leave on each occasion when:
  - (a) a member of their family, (including a member of their household) or someone they had a close personal relationship with (including a person who was clearly dependent on the Employee for care, support and attention) dies; or

- (b) a child is stillborn, where the child was a member of their family (including a member of their household).
- 319. An Employee may be asked to provide evidence to support their absences on bereavement leave.
- 320. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 321. For Casual Employees, bereavement leave is unpaid.

## Emergency response leave

- 322. In line with section 108 of the FW Act, an Employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:
  - (a) the time engaged in the activity;
  - (b) reasonable travelling time; and
  - (c) reasonable recovery time.
- 323. Employees are also eligible for paid emergency response leave where the absence is due to:
  - (a) regular training required by the emergency management organisation; and
  - (b) attendance at ceremonial duties reasonably required by the emergency management organisation.
- 324. 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 may provide additional emergency response leave with pay.
  - (a) For the purpose of this clause, full rate of pay is to be as if the Employee was at work.
- 325. Paid leave may be refused where the Employee's role is essential to the Agency's response to the emergency.
- 326. 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.
- 327. The Agency may approve additional reasonable paid or unpaid leave for ceremonial duties and training.
- 328. Emergency response leave, with or without pay, will count as service.
- 329. Casual Employees are entitled to unpaid community service leave in accordance with the NES.

## Jury duty

- 330. 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.



331. Full and part-time Employees will be released from duty on their full rate of pay (full rate of pay is to be as if the Employee was at work). Payment for casuals will be as per the relevant State or Territory legislation.
332. The Employee is required to inform their Manager before they are released from duty and provide evidence of the need to attend.
333. 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 arrangements at clauses 46 to 53 of this Agreement.

### Defence reservist leave

334. The Agency 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.
335. 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).
336. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
337. 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 Cadet means:
- (a) Australian Navy Cadets;
  - (b) Australian Army Cadets; and
  - (c) Australian Air Force Cadets.
338. In addition to the entitlement at clause 335, 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.
339. Paid defence reservist leave counts for service.
340. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
341. Unpaid leave taken over 6 months counts as service, except for annual leave.
342. An Employee will not need to pay their tax free ADF Reserve salary to the Agency for any reason.

## Defence service sick leave

343. 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.
344. 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.
345. 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.
346. Unused annual credits can be built up to nine weeks.
347. An Employee cannot use annual credits until the initial credit is exhausted.
348. Defence service sick leave is paid and counts as service for all purposes.

## Leave to attend proceedings (witness leave)

349. 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.
350. An Employee who is not covered under clause 349, 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.
351. An Employee may otherwise be granted paid or unpaid miscellaneous leave by the Agency if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. The Agency may determine whether the period of unpaid leave is to count as service. Where approval for unpaid leave is given, the Employee may elect to use accrued annual leave, flex leave or time off in lieu.
352. The Agency 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.

## Unauthorised absences

353. Periods of unauthorised absence do not count as service for any purpose. Where an Employee is absent from duty without approval, all pay and other benefits provided under this Agreement (e.g. flextime) will cease to be available until the Employee resumes duty or is

granted leave. Where flextime no longer applies, the Employee will revert to the Standard Day.

## **SECTION 7: EMPLOYEE SUPPORT AND WORKPLACE CULTURE**

### **Blood donation**

- 354. 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 the Agency will consider the Employees on duty.
- 355. The Employee must inform their Manager in advance of when they will be away from work before donating blood, plasma or platelets.

### **Vaccinations**

- 356. The Agency will offer annual influenza vaccinations to all Employees at no cost.
- 357. 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.

### **Employee Assistance Program**

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

### **Mature-aged employees financial assistance**

- 359. To assist with retirement planning, Employees aged 54 years and over who are approaching or genuinely considering retirement, and who have not previously received this assistance from the Agency, may access financial assistance in the form of a one off reimbursement payment up to a total maximum of \$553 (inclusive of GST) to obtain financial advice from a registered financial advisor.

### **Respect at work**

#### ***Principles***

- 360. 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.
- 361. 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**

362. 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.

## **Family and domestic violence support**

363. The Agency will provide support for Employees affected by family and domestic violence, depending on the Employee's circumstances.
364. The Agency recognises that a holistic approach should be taken to support the Employee, appropriate for the Employee's individual circumstances.
365. Family and domestic violence support provisions, including paid leave, are available to all Employees covered by this agreement.
366. An Employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an Employee experiencing family and domestic violence may access this leave include, but are not limited to:
- (a) illness or injury affecting the Employee resulting from family and domestic violence;
  - (b) providing care or support to a Family Member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
  - (c) providing care or support to a Family Member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
  - (d) making arrangements for the Employee's safety, or the safety of a close relative;
  - (e) accessing alternative accommodation;
  - (f) accessing police services;
  - (g) attending court hearings;
  - (h) attending counselling; and
  - (i) attending appointments with medical, financial or legal professionals.
367. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
368. 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.
369. These family and domestic violence support clauses do not reduce an Employee's entitlement to family and domestic violence leave under the NES.
370. 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.
371. 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.

- 372. 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.
- 373. 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.
- 374. 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.
- 375. Where an Agency needs to disclose confidential information for purposes identified in clause 372, where it is possible the Agency will seek the Employee's consent and take practical steps to minimize any associated safety risks for the Employee and/or privacy breaches.
- 376. The Agency will not store or include information on the Employee's payslip in relation to the Employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the Agency, unless otherwise required by legislation.
- 377. Other available supports 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.
- 378. 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.
- 379. Further information about leave and other support available to Employees affected by family and domestic violence may be found in policy.

## Integrity in the APS

- 380. 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.
- 381. 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.
- 382. 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.

## First Nations cultural competency training

383. The Agency will take reasonable steps to ensure all substantive, Ongoing EL2 Employees (and their equivalents) employed at the commencement of this agreement or any new substantive, Ongoing EL2 Employees (and their equivalents) who commence within the first 6 months of this Agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.
384. Any new substantive, Ongoing EL2 Employee (and their equivalents) who are engaged by the Agency and commence 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.

## Lactation and breastfeeding support

385. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
386. The Agency will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 387. In considering whether a space is appropriate, the 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.
387. 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.
388. The Agency will facilitate discussion between individual Employees and their Managers about accommodating the Employee's lactation needs and practical arrangements to meet these needs.
389. The Manager and Employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad hoc or regular basis. Wherever possible, requests by an Employee will be accommodated, noting these needs may change over time.

## Disaster support

390. 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 will consider flexible working arrangements to assist the Employee to perform their work.
391. Where flexible working arrangements are not appropriate, the Agency 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.
392. In considering what period of leave is appropriate, the Agency will take into account the safety of the Employee, their family (including their household) and advice from local, State and Commonwealth authorities.

## SECTION 8: PERFORMANCE AND DEVELOPMENT

### Performance management

393. All Employees must participate in the Agency's Planning and Development process and have a formal annual P&D agreement in place. The agreement will outline specific key performance requirements, related performance indicators and required workplace behaviours.
394. The P&D provides the basis for individual salary advancement through salary ranges for the Employee's current classification.
395. The principles of the P&D include:
- (a) Employees and Managers have a joint responsibility to actively participate in, and contribute to, the P&D development and assessment process;
  - (b) all stages of the P&D process should be discussed and agreed by the Employee and their Manager;
  - (c) the P&D will operate in accordance with the Agency's workplace diversity programs; and
  - (d) there should be no surprises for Employees in regard to a Manager's performance expectations or appraisal of their performance, with feedback regarding an Employee's performance part of Ongoing activities, including the opportunity for informal upwards feedback.

### *Formal assessment points*

396. The P&D has two formal assessment points:
- (a) one at the mid-cycle in February, and
  - (b) one at the end of the cycle in July.

### Managing underperformance

397. Employees are expected to maintain a 'met all requirements' performance standard under the Planning and Development guidelines.
398. An Employee will be provided a minimum of four weeks to improve the Employee's performance where it is below the 'met all requirements' performance standards.
399. Clause 398 of this Agreement does not apply to:
- (a) an Employee during a period of probation, or
  - (b) a Non-Ongoing Employee.

### Workloads

400. 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.

401. 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.
402. 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.

### **Professional registration support**

403. Where the Agency requires an Employee to hold mandatory qualifications and/or a specific professional registration, or where this is otherwise required under State/ Territory or Commonwealth law, the Agency will provide the Employee professional registration support by:
- (a) access relevant training during work hours; and/or
  - (b) on application, paying reasonable costs of:
    - (i) registration; and/or
    - (ii) continuing professional development (CPD).
404. Professional registration support will be paid directly to the supplier or via reimbursement to the Employee and may include:
- (a) professional fees (for example, registration assessments, yearly registrations, and compulsory memberships) and subscriptions; and/or
  - (b) CPD resources and activities (for example, certificate fees, payment for relevant reference material, fees for courses, seminars and conferences, including reasonable accommodation and travel costs).
405. An Employee who is absent on unpaid leave for more than 26 weeks in a 12 month period will only be eligible for professional registration support if approved by the Agency at its absolute discretion.

### ***CPD support for Medical Officers***

406. As part of the P&D process, Medical Officers will identify their learning and development needs as agreed with their Manager. Where Medical Officers attend training or courses identified on their Individual Development Plan, they will be considered to be on duty and no leave application is required.
407. Attendance at conferences and seminars may be approved by the Agency where it is directly relevant to the Medical Officer's current role, and having regard to any necessary medical registration or medical college requirements and operational requirements. In these circumstances, the Employee's absence will be treated the same as for attendance at approved training or courses.

### ***Right to medical practice through outside employment***

408. Where approved, Medical Officers may engage in outside medical practice to a maximum of half-a-day per week (averaged over a 12 month period) during normal working hours, with no adjustment to salary.



409. Medical Officers may access up to an additional four half-days per month during normal working hours for outside medical practice subject to operational requirements and the agreement of the Manager and the Chief Medical Officer (as appropriate). This additional time will be taken as miscellaneous leave without pay or worked as additional hours at another time.
410. Access to outside medical practice will be pro-rata for part-time Medical Officers.

## **Studybank**

411. The Agency is committed to uplifting capability by supporting Employees to develop for their current and future roles.
412. The Studybank program supports Employees to undertake formal courses of study at tertiary and higher education institutions and other vocational education courses, training providers and industry qualifications, where the study is agreed as part of an Employee's P&D.
413. Studybank support may be provided in the form of financial reimbursement up to agreed levels for approved study expenses subject to Agency policy, and/or paid time work release for study purposes.
414. The Agency may approve financial assistance up to 100% of costs. The amount of assistance provided is considered on a case by case basis.
415. The Agency may approve study leave for up to 7.5 hours per week for all Employees.
416. Aboriginal and Torres Strait Islander Employees, Employees from a non-English speaking background and/or Employees with disability may seek approval for up to an additional 7.5 hours per week.
417. Studybank financial assistance and leave is not pro-rated for part-time Employees.

## **SECTION 9: CONSULTATION, REPRESENTATION AND DISPUTE RESOLUTION**

### **Consultation**

#### ***Principles***

418. 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.
419. 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.

420. 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***

421. 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.

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

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

423. 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***

- 424. 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.
- 425. 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 Agency of the identity of the representative.

### ***Major change***

- 426. In this clause, a major change is **likely to have a significant effect on Employees** if it results in, for example:
  - (a) the termination of the employment of Employees; or
  - (b) major change to the composition, operation or size of the Agency's workforce or to the skills required of Employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain Employees; or
  - (f) the need to relocate Employees to another workplace; or
  - (g) the restructuring of jobs.
- 427. The following additional consultation requirements in clause 428 to 434 apply to a proposal to introduce a major change referred to in clause 421(c).
- 428. Consultation with Employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 422.
- 429. 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.
- 430. 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.
- 431. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 422, the Agency must discuss with affected Employees and relevant union(s) and/or other recognised representatives:
  - (a) the proposed change;
    - (i) the effect the proposed change is likely to have on the Employees; and

- (ii) 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; and
  - (ii) information about the expected effects of the proposed change on the Employees; and
  - (iii) any other matters likely to affect the Employees.
- 432. 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.
- 433. 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.
- 434. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Agency the requirements set out in clauses 428 to 434 are taken not to apply.

***Change to regular roster or ordinary hours of work***

- 435. The following additional consultation requirements in clause 436 to 439 apply to a proposal to introduce a change referred to in clause 421(e).
- 436. The Agency must notify affected Employees and the relevant union(s) and/or other recognised representatives of the proposed change.
- 437. As soon as practicable after proposing to introduce the change, the Agency must discuss with Employees and the relevant union(s) and/or other recognised representatives:
  - (a) the proposed introduction of the change; and
  - (b) for the purposes of the discussion – provide to the Employees and relevant union(s) and/or other recognised representatives:
    - (i) all relevant information about the proposed change, including the nature of the proposed change; and
    - (ii) information about what the Agency reasonably believes will be the effects of the proposed change on the Employees; and
    - (iii) information about any other matters that the Agency 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).
- 438. 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.

439. 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***

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

#### **Agency Enterprise Bargaining implementation consultative committee**

441. The Agency is committed to establishing an Enterprise Bargaining implementation consultative committee to operate for a period of six months after the commencement of this Agreement. The ongoing operation for the committee will be reviewed at the six month period.

#### **Agency consultative committee**

442. The Agency may establish an agency consultative committee to discuss relevant workplace matters.
443. Agency consultative committees will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.

#### **APS consultative committee**

444. The Agency will support the operation of the APS consultative committee to the extent possible. This includes providing information requested by the Australian Public Service Commission to support the operation of the APS consultative committee, subject to legislative requirements.

#### **Dispute resolution**

445. If a dispute relates to:
- (a) a matter arising under the agreement; or
  - (b) the National Employment Standards;
- this term sets out procedures to settle the dispute.
446. An Employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
447. 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.
448. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the Employee or Employees and relevant Managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
449. If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 448 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

450. 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:
  - (c) arbitrate the dispute; and
  - (d) make a determination that is binding on the parties.

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

451. While the parties are attempting to resolve the dispute using the procedures in this term:
- (a) an Employee must continue to perform their work as they would normally in accordance with established custom and practice at the Agency that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
  - (b) subject to clause 451(a), an Employee must comply with a direction given by the Agency to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) applicable work health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the Employee to perform; or
    - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

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

453. Any disputes arising under the *ADHA Determination 2023/01 (non-SES Employees)* or the National Employment Standards that were formally notified under clause 260 to 266 of that Determination before the commencement of this agreement, which 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***

454. Where the provisions of clauses 445 to 449 have been complied with, and to assist in the resolution of the matter, the Employee, and/or the union delegate or other Employee representative referred to in clause 446, or Employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 449.

### ***Delegates' rights***

- 455. 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.
- 456. The role of union delegates is to be respected and supported.
- 457. The Agency and union delegates will work together respectfully and collaboratively.

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

- 458. 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 Agency and industrial tribunals; and
  - (d) represent members at relevant union forums, consultative committees or bargaining.
- 459. 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.
- 460. 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.
- 461. 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.

462. Where APS Employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or Agency before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

## **SECTION 10: SEPARATION AND RETENTION**

### **Resignation**

463. An Employee may resign from their employment by giving the Agency at least 14 calendar days' notice.
464. At the instigation of the Agency, 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.
465. The Agency has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

### **Payment on death of an Employee**

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

### **Redeployment, retraining, redundancy**

467. The provisions of this Part do not apply to Employees who are on probation or Employees who are still within the minimum employment period as defined in the FW Act.
468. The provisions of this Part apply to Non-Ongoing Employees subject to clauses 128 to 130 of this Agreement.

### ***Excess Employees***

469. An Employee is 'excess' when:
- (a) they are included in a group of Employees in the Agency, comprising a greater number than is necessary for the efficient and economical working of the Agency;
  - (b) due to technological or other changes in the work methods of the Agency; or structural or other changes in the nature, extent or organisation of the functions of the Agency, the services of the Employee cannot be effectively used; or
  - (c) the duties usually performed by the Employee are to be performed at a different location and the Agency has determined that the provisions of this clause may apply to that Employee.



### ***Consultation***

470. When the Agency is aware that an Employee is likely to become excess, the Agency will advise the Employee at the earliest practicable time.
471. The Agency will hold discussions with the potentially excess Employee and their representative to consider:
- (a) other options to making their position redundant;
  - (b) redeployment opportunities for the Employee concerned (including a voluntary move to another location); and
  - (c) (for APS Employees) whether voluntary redundancy might be appropriate.
472. The Agency will take into account any feedback the potentially excess Employee has before making a decision as to whether they are an Excess Employee.

### **Redundancy for Common Law Employees**

473. If an Eligible Common Law Employee is identified as excess and a suitable alternative position in the Agency cannot be identified for redeployment, the Agency may terminate their employment for redundancy. Redundancy pay for Common Law employees is set out in the FW Act.

### **Excess APS employees**

474. Clauses 475 to 503 of this Agreement only apply to Ongoing APS Employees who have been identified as excess (in addition to the eligibility requirements in clauses 467 and 468 of this Agreement).

### ***Chief Executive Officer's powers***

475. The powers of the CEO with regard to excess APS Employees allow the CEO to:
- (a) reassign duties to an Employee within the Agency and determine the place or places at which the duties are performed;
  - (b) consider options for redeployment of the Employee to another APS agency;
  - (c) reduce the classification level of an Employee on the grounds that the Employee is excess to the requirements of the Agency at the higher classification level;
  - (d) terminate the employment of an Ongoing Employee on the grounds that the Employee is excess to the requirements of the Agency.

### ***Voluntary redundancy discussions with APS Employees***

476. Where an APS Employee is identified as potentially excess, the Agency will hold an initial discussion with the Employee and/or the Employee's representative.
477. During this initial consultation period of one month, unless the Employee agrees to a lesser period, the Agency will not:
- (a) invite the Employee to accept an offer of voluntary redundancy; or
  - (b) advise that Employee in writing that they are excess.

478. The Agency may, prior to the conclusion of these discussions, invite Employees who are not potentially excess to express an interest in voluntary redundancy, where those redundancies would permit the redeployment of Employees who are potentially excess and who have indicated they are not interested in a voluntary redundancy. The Agency will not advise an Employee they are excess until the discussions referred to in clause 476 have occurred.

***Voluntary redundancy- consideration period***

479. Where the Agency invites an excess Employee to elect to accept voluntary redundancy, the Employee will have one month to accept or reject the invitation. The Agency will not give notice of termination under section 29 of the PS Act on the grounds that the Employee is excess to requirements, before the end of that period or until such election is received (where the election is received before the end of that period).

***Information to Employee***

480. At the time of inviting the Employee to make an election (or before), the Agency will provide the Employee the following information:
- (a) the amounts of severance pay, payment in lieu of notice, and likely payment in lieu of leave credits;
  - (b) the amount of accumulated superannuation contributions;
  - (c) the options open to the Employee concerning superannuation; and
  - (d) the taxation rules applying to the various payments.

***Financial assistance***

481. Employees considering voluntary redundancy also have access to financial assistance up to a total maximum of \$497 (inclusive of GST) for financial counselling, and a further \$497 (inclusive of GST) for career counselling where such career counselling is not otherwise provided through the Agency's external Employee Assistance Program.

***Period of notice***

482. Where an Employee accepts an offer of voluntary redundancy and the Agency approves the Employee's termination, the Agency will give the Employee a period of notice of four weeks, or five weeks' notice for an Employee over 45 years of age with at least five years of continuous service.

***Payment in lieu of notice***

483. Where an Employee's employment is terminated either before or within the notice period (for a reason other than for serious misconduct), the Agency will make a payment in lieu of notice for the unexpired portion of the notice period.

***Severance benefit***

484. Where an Employee accepts an offer of voluntary redundancy and the Agency terminates the Employee's employment under section 29 of the PS Act, the Employee is entitled to be paid a severance benefit of a sum equal to two weeks' salary for each completed year of service, plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the Employee is entitled to under the FW Act.

485. The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.
486. The severance benefit will be calculated on a pro-rata basis for any period where an Employee has worked part-time hours during the Employee's period of service and the Employee has less than 24 years full-time service, subject to any minimum amount the Employee is entitled to under the NES.

***Earlier periods of service***

487. For earlier periods of service to count, there must be no breaks between the periods of service, except where:
- (a) the break in service is less than one month and occurs where an offer of employment with the new Agency was made and accepted by the Employee before ceasing employment with the preceding Agency.

***Service for severance benefits purposes***

488. Having regard to clause 485, and subject to clauses 484 to 486 and clauses 489 to 491, service for severance benefit purposes means:
- (a) service in the Agency;
  - (b) government service as defined in section 10 of the LSL Act;
  - (c) service with the Commonwealth (other than service with a Joint Commonwealth/State body or a body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
  - (d) service with the Australian Defence Forces; and
  - (e) service in another organisation where an Employee was transferred from the APS to that organisation with a transfer of function or an Employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.

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

489. Having regard to clause 488, any period of service which ceased:
- (a) through termination on the following grounds, or on a ground equivalent to any of the following grounds:
    - (i) the Employee lacks, or has lost, an essential qualification for performing the Employee's duties; or
    - (ii) non-performance, or unsatisfactory performance, of duties; or
    - (iii) inability to perform duties because of physical or mental incapacity; or
    - (iv) failure to satisfactorily complete an entry level training course; or
    - (v) failure to meet a condition imposed under subsection 22(6) of the PS Act, or
    - (vi) a breach of the Code of Conduct; or

- (b) through voluntary redundancy at or above the minimum retiring age applicable to the Employee; or
- (c) with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit;

will not count as service for severance benefit purposes.

490. Absences from work which do not count as service for any purpose will not count as service for severance benefit purposes.

***Part-time service***

491. The severance benefit will be calculated on a pro-rata basis for any period where an Employee has worked part-time hours during the Employee's period of service and the Employee has less than 24 years full-time service.

***Severance benefit - rate of payment***

492. For the purpose of calculating any payment under this clause, salary will include:
- (a) the Employee's salary; or
  - (b) the salary of the higher position, where the Employee has performed duties 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; and
  - (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 for disabilities associated with the performance of duty.

***Retention periods***

493. Where an excess Employee has not elected for an offer of voluntary redundancy, unless he/she agrees otherwise, the excess Employee will not be terminated by the CEO under section 29 of the PS Act until the following retention periods have elapsed:
- (a) 56 weeks where an Employee has 20 or more years of service or is over 45 years of age; or
  - (b) 30 weeks for other Employees.
494. If an Employee is entitled to a redundancy payment under the NES, the retention period at clause 493 above, is reduced by a period equivalent to the Employee's entitlement under the NES.

***Retention period commencement***

495. The retention period will commence on the earlier of the following:
- (a) the day the Employee is advised in writing by the Agency that the Employee is an excess Employee; or
  - (b) one month after the day on which the Agency invites the Employee to accept an offer of voluntary redundancy.

### ***Redeployment attempts***

496. During a retention period the Agency will continue to provide appropriate training and take all reasonable steps to find alternative employment for the excess Employee, including consideration of options such as redeployment and reduction of classification.

### ***Extension of retention period due to illness***

497. The retention period as provided for in this Agreement will be extended by periods of leave for personal illness or injury, where supported by satisfactory medical evidence.

### ***Travel expenses incurred***

498. The excess Employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these expenses are not met by a prospective employer.

### ***Retirement during retention period***

499. Where the Agency believes there is insufficient productive work available for an excess Employee during the retention period, the CEO may terminate the Employee's employment, and pay a lump sum comprising:
- (a) the balance of the retention period (as shortened for the NES) under clause 493 and this payment will be taken to include the payment in lieu of notice of termination of employment; plus
  - (b) the Employee's NES entitlement to redundancy pay.

### ***Must receive offer of voluntary redundancy***

500. An excess Employee will not have their employment terminated involuntarily where the Employee:
- (a) has not been offered voluntary redundancy; or
  - (b) has elected voluntary redundancy but the Agency has refused to approve it.

### ***Payment in lieu of notice period***

501. An excess Employee will be given four weeks' payment in lieu of notice (or five weeks' notice for an Employee over 45 years of age with at least five years of continuous service) where the Agency has made the decision that the Employee will be involuntarily terminated. Where an Employee's employment is terminated either before or within the notice period for a reason other than serious misconduct, the Employee will receive payment in lieu of notice for the unexpired period of the notice period.

### ***Reduction in classification***

502. During a retention period, the Agency:
- (a) will continue to take reasonable steps to find alternative employment for the excess Employee; and/or
  - (b) may, with four weeks' notice, reduce the excess Employee's classification as a means of securing alternative Ongoing employment for the excess Employee.

***Income maintenance as a result of reduction in classification***

503. Where an excess Employee is reduced in classification before the end of the appropriate retention period, the Employee will continue to be paid at the Employee's previous classification level for the balance of the retention period with the exception of reductions in line with section 15 of the PS Act.

## Attachment A - Salary Tables

### Base Salary Rates

Classification (and equivalents)	Salaries as at 31 August 2023	From the later of commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Executive Level 2 (EL2)	\$157,657	\$163,963	\$170,194	\$175,981
	\$150,089	\$156,093	\$162,025	\$167,534
	\$145,239	\$151,049	\$156,789	\$162,120
	\$133,163	\$138,490	\$143,753	\$148,641
Executive Level 1 (EL1)	\$127,294	\$132,386	\$137,417	\$142,089
	\$122,257	\$127,147	\$131,979	\$136,466
	\$116,468	\$121,127	\$125,730	\$130,005
	\$111,611	\$116,075	\$120,486	\$124,583
APS6	\$102,464	\$106,563	\$110,612	\$114,373
	\$100,219	\$104,228	\$108,189	\$111,867
	\$95,230	\$99,039	\$102,802	\$106,297
	\$90,823	\$94,456	\$98,045	\$101,379
APS5	\$87,741	\$91,251	\$94,719	\$97,939
	\$83,339	\$86,673	\$89,967	\$93,026
	\$81,113	\$84,378	\$87,584	\$90,562
APS4	\$79,981	\$83,180	\$86,341	\$89,277
	\$77,776	\$80,887	\$83,961	\$86,816
	\$75,695	\$78,723	\$81,714	\$84,492
APS3	\$74,054	\$77,016	\$79,943	\$82,661
	\$70,696	\$73,524	\$76,318	\$78,913
	\$68,702	\$71,450	\$74,165	\$76,687
	\$66,811	\$69,483	\$72,123	\$74,575
APS2	\$63,090	\$65,614	\$68,107	\$70,423
	\$61,335	\$63,788	\$66,212	\$68,463
	\$59,547	\$61,929	\$64,282	\$66,468
	\$57,814	\$60,127	\$62,412	\$64,534
APS1	\$55,555	\$57,777	\$59,973	\$62,012
	\$52,971	\$55,090	\$57,183	\$59,127
	\$51,216	\$53,265	\$55,289	\$57,169
	\$49,467	\$51,446	\$53,401	\$55,217

## Digital Health Entry Level Broadband

### Key:

- Apprentices = A
- Cadets = C
- Graduates = G
- Trainees = T

Classification Level or equivalent	Local Title	Salaries as at 31 August 2023	From the later of commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS5	Digital Health Entry Level (A, C, T, or G)	\$87,741	\$91,251	\$94,719	\$97,939
	Digital Health Entry Level (A, C, T, or G)	\$83,339	\$86,673	\$89,967	\$93,026
	Digital Health Entry Level (A, C, T, or G)	\$81,113	\$84,378	\$87,584	\$90,562
	<i>Soft barrier</i>				
APS4	Digital Health Entry Level (A, C, T, or G)	\$79,981	\$83,180	\$86,341	\$89,277
	Digital Health Entry Level (A, C, T, or G)	\$77,776	\$80,887	\$83,961	\$86,816
	Digital Health Entry Level (A, C, T, or G)	\$75,695	\$78,723	\$81,714	\$84,492
	<i>Soft barrier</i>				
APS3	Digital Health Entry Level (A, C or T)	\$74,054	\$77,016	\$79,943	\$82,661
	Digital Health Entry Level (A, C or T)	\$70,696	\$73,524	\$76,318	\$78,913
	Digital Health Entry Level (A, C or T)	\$68,702	\$71,450	\$74,165	\$76,687
	Digital Health Entry Level (A, C or T)	\$66,811	\$69,483	\$72,123	\$74,575
	<i>Soft barrier</i>				
APS2	Digital Health Entry Level (A, C or T)	\$63,090	\$65,614	\$68,107	\$70,423
	Digital Health Entry Level (A, C or T)	\$61,335	\$63,788	\$66,212	\$68,463
	Digital Health Entry Level (A, C or T)	\$59,547	\$61,929	\$64,282	\$66,468
	Digital Health Entry Level (A, C or T)	\$57,814	\$60,127	\$62,412	\$64,534
	<i>Soft barrier</i>				
APS1	Digital Health Entry Level (A, C or T)	\$55,555	\$57,777	\$59,973	\$62,012
	Digital Health Entry	\$52,971	\$55,090	\$57,183	\$59,127



Classification Level or equivalent	Local Title	Salaries as at 31 August 2023	From the later of commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
	Level (A, C or T)				
	Digital Health Entry Level (A, C or T)	\$51,216	\$53,265	\$55,289	\$57,169
	Digital Health Entry Level (A, C or T)	\$49,467	\$51,446	\$53,401	\$55,217

## Medical Officer salary structure

Classification Level	Salaries as at 31 August 2023	From the later of commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Medical Officer Class 4	\$189,376	\$196,951	\$204,435	\$211,386
	\$178,752	\$185,902	\$192,966	\$199,527
	\$172,050	\$178,932	\$185,731	\$192,046
Medical Officer Class 3	\$165,185	\$171,792	\$178,320	\$184,383
	\$157,768	\$164,079	\$170,314	\$176,105
Medical Officer Class 2	\$148,668	\$154,615	\$160,490	\$165,947
	\$141,099	\$146,743	\$152,319	\$157,498
Medical Officer Class 1	\$128,942	\$134,100	\$139,196	\$143,929
	\$116,807	\$121,479	\$126,095	\$130,382
	\$108,533	\$112,874	\$117,163	\$121,147
	\$100,188	\$104,196	\$108,155	\$111,832

## Attachment B - Allowances

### Workplace Responsibility Allowances

(Clauses 80 and 81)

Position held	Rate from commencement of Agreement (per fortnight)	Rate from 13 March 2025 (per fortnight)	Rate from 12 March 2026 (per fortnight)
Emergency Warden	\$30.51	\$31.67	\$32.75
Harassment Contact Officer	\$30.51	\$31.67	\$32.75
Mental Health First Aid Officer	\$30.51	\$31.67	\$32.75
Health and Safety Representative	\$30.51	\$31.67	\$32.75
Senior First Aid Certificate	\$33.28	\$34.11	\$35.27

### Community language allowance

(Clause 90)

Rate	Standard	Rate from commencement of the Agreement (per annum)	Rate from 13 March 2025 (per annum)	Rate from 12 March 2026 (per annum)
1	An Employee who has adequate language skills, as determined by an individual or body approved by the Agency, for simple communication.	\$1,435	\$1,490	\$1,541
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.	\$2,870	\$2,979	\$3,080

## Treatment of certain allowances for particular purposes

	Counts as salary for superannuation purposes (CSS and PSSdb only).	Counts towards salary for calculation of overtime salary	Payable during long service leave	Payable during annual leave	Reduced pro-rata during period of half-pay leave (if otherwise payable during leave)	Included in income maintenance for excess A P S Employees	Included in salary for calculation of redundancy payments	Included in salary for payment in lieu of notice of termination of employment	Payment in lieu of long service leave upon cessation	Payment in lieu of annual leave upon cessation
Higher Duties Allowance	@	✓	*	*	✓	*	*	*	#	^
Workplace Responsibility Allowance	✓	X	✓	X	X	X	X	✓	π	X
Community language allowance	✓	X	✓	✓	X	✓	✓	✓	X	X

	Key
#	Yes, if in receipt of allowance for a continuous period of greater than 12 months
✓	Yes
^	Yes, if in receipt of allowance on last day of service
X	No
@	Yes, subject to a qualifying period in accordance with the Superannuation (CSS/PSS) Salary Regulations 1978, unless indicated otherwise in this Agreement
*	Yes, subject to certain conditions
	Yes, so long as not in receipt of allowance on a temporary basis