

DECISION

Fair Work Act 2009
s.185—Enterprise agreement



The Commonwealth of Australia, as represented by Services Australia
(AG2024/698)

SERVICES AUSTRALIA MEDICAL OFFICERS ENTERPRISE AGREEMENT 2024-2027

Commonwealth employment

DEPUTY PRESIDENT COLMAN

MELBOURNE, 27 MARCH 2024

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

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

[2] I am satisfied that the requirements of ss 186, 187 and 188 have been met. In particular, I am satisfied that the Agreement passes the ‘*better off overall test*’ (BOOT). The Agreement contains numerous terms that are more beneficial to employees than those in the relevant award, including substantially higher salaries and employer superannuation contributions, and enhanced entitlements to leave. These terms comfortably outweigh the few terms which, in certain respects, are less beneficial than those in the award. In my view each award covered employee and each reasonably foreseeable employee will be better off overall under the Agreement. I reach this conclusion having undertaken the global assessment required by s 193A(2), and having considered the views of Services Australia and the Community and Public Sector Union (CPSU), which are that the Agreement passes the BOOT (see s 193A(3) and (4)).

[3] The CPSU have given notice under s 183 that it wants the Agreement to cover them. As required by s 201(2), I note that the Agreement covers the CPSU. The Agreement was approved on 27 March 2024 and will operate from 3 April 2024.



DEPUTY PRESIDENT

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Australian Government



Services
Australia

Services Australia **Medical Officers** Enterprise Agreement 2024–2027

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Part A – Technical Matters

A1 Title

- A1.1 This Agreement will be known as the Services Australia Medical Officers Enterprise Agreement 2024-2027.
- A1.2 Throughout this document, it will be referred to as “this Agreement”.

A2 Parties to this Agreement

- A2.1 This Agreement covers:
- (a) the Agency Head, for and on behalf of the Commonwealth of Australia as the employer;
 - (b) employees employed by the agency, at a classification of Medical Officer 2, Medical Officer 3, Medical Officer 4.
 - (c) subject to notice being given in accordance with section 183 of the FW Act, and the following employee organisation/s which were a bargaining representative for this Agreement:
 - (i) the Community and Public Sector Union (CPSU).

A3 Operation of the Agreement

- A3.1 This Agreement will commence operation 7 days after approval by the Fair Work Commission.
- A3.2 This Agreement will nominally expire on 28 February 2027.

A4 Delegations

- A4.1 The Agency Head may delegate to or authorise any person to perform any or all of the Agency Head’s powers or functions under this Agreement, including the power of delegation, and may do so subject to conditions.
- A4.2 Delegation and authorisation instruments will be published on the agency’s intranet pages as soon as practicable after being signed by the Agency Head or their Delegate.

A5 National Employment Standards (NES) precedence

- A5.1 The terms of this Agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this Agreement is detrimental to an employee of the agency in any respect when compared with the NES.

A6 Closed comprehensive agreement

- A6.1 This Agreement states the terms and conditions of employment of employees covered by this Agreement, other than terms and conditions applying under relevant Commonwealth laws.
- A6.2 This Agreement will be supported by policies and guidelines, as implemented and varied from time to time.
- A6.3 Policies and guidelines are not incorporated into and do not form part of this Agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this Agreement, the terms of this Agreement will prevail.

A7 Individual Flexibility Arrangements

- A7.1 The agency and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- (a) the arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;

- (iv) allowances;
- (v) remuneration;
- (vi) leave and leave loading; and

- (b) the arrangement meets the genuine needs of the agency and employee in relation to one or more of the matters mentioned in paragraph A7.1(a); and
- (c) the arrangement is genuinely agreed to by the agency and employee.

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

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

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

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

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

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

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

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

A8 Definitions

The following definitions apply to this Agreement:

Term	Definition
APS Agency	means an agency whose employees are employed under the PS Act, including an agency as defined in section 7 of the PS Act whose employees are employed under that Act.
The agency	means Services Australia
Agency Head	means the Chief Executive Officer of Services Australia or the Chief Executive Officer's delegate.
Agreement	means the Services Australia Medical Officers Enterprise Agreement 2024–2027.
APS	means the Australian Public Service.
APS consultative committee	means the committee established by the APS Commissioner to consider matters pertaining to the (APS) employment relationship, and of interest to the APS as a whole.
Australian Defence Force Cadets	means the Australian Navy Cadets, Australian Army Cadets or the Australian Air Force Cadets.
Bandwidth	means the span of hours during which an employee can perform ordinary hours.
Broadband	refers to the allocation of more than one approved classification by the Agency Head to a group of duties involving work value applying to more than one classification under sub-rule 9(4) of the <i>Public Service Classification Rules 2000</i> . A broadband encompasses the full range of work value of the classifications contained within it.
Casual employee (irregular or intermittent employee)	means an employee engaged under section 22(2) of the PS Act who: <ol style="list-style-type: none"> is a casual employee as defined by the FW Act; and works on an irregular or intermittent basis.
Classification or classification level	means the approved classifications as set out in rule 5 of the <i>Public Service Classification Rules 2000</i> .
Child	means a biological child, adopted child, foster child, step child, or ward.
De facto partner	means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee.
Delegate	means someone to whom a power or function has been delegated.
Dependant	means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.
Employee	means an employee of the Commonwealth engaged under section 22(2) of the PS Act who is covered by this Agreement (whether full-time, part-time or casual, ongoing or non-ongoing).
Employee representative	means a person (whether an employee or not) elected or chosen by an employee, or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this Agreement.
Family	means: <ul style="list-style-type: none"> - a spouse, former spouse, de facto partner or former de facto partner of the employee; - a child, parent, grandparent, grandchild, or sibling of the employee; - a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee; - a member of the employee's household; or - a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.

Family & Domestic Violence	has the same meaning as in Section 106B(2) of the FW Act.
Full-time employee	means an employee employed to work an average of 37 hours and 30 minutes per week in accordance with this Agreement.
FW Act	means the <i>Fair Work Act 2009</i> as amended from time to time.
Household member	means a person, other than an immediate family member, who is residing in the employee's household at the time of the relevant illness, injury, emergency or death.
Lactation break	means a break provided for breastfeeding, expressing milk or any other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Agreement.
Leave management plan	means a plan that is agreed between an employee and their supervisor that outlines the timeframe/s and method by which the employee will reduce their annual leave credits where they have excess annual leave credits (G4 Excess Annual Leave Credits). This may include access to periodic annual leave or where an employee has accrued annual leave for a specific purpose within a reasonable period, such as an extended break.
Manager	means the supervisor(s) of an employee's direct supervisor.
ML Act	means the <i>Maternity Leave (Commonwealth Employees) Act 1973</i> as amended from time to time, and any successor legislation.
Non-ongoing employee	means an employee engaged for a specific term or for the duration of a specified task in accordance with section 22(2)(b) of the PS Act, consistent with the FW Act.
NES	means the National Employment Standards at Part 2-2 of the FW Act.
Ongoing employee	means an employee engaged under section 22(2)(a) of the PS Act.
Ordinary hours, duty or work	means an employee's usual hours worked in accordance with this Agreement and does not include additional hours.
Parent	means a biological parent, step-parent, adoptive parent, guardian or former guardian, foster parent or former foster parent of the employee or the employee's partner.
Parliamentary Services	means employment under the <i>Parliamentary Service Act 1999</i> .
Partner	means a spouse, former spouse, de facto or former de facto partner.
Part-time employee	means an employee employed to work less than an average of 37 hours 30 minutes per week in accordance with this Agreement.
Pattern of ordinary hours	means an arrangement or agreement between an employee and their direct supervisor to allow an employee to work their full-time hours in a specified pattern over the 4-week settlement period.
Performed duties	means having been present at work and performing duties as required. This definition may be amended by the Agency Head on a case-by-case basis to take into account an employee who is seconded to another organisation (that is, where the employee is paid by the agency, but undertakes duties for another organisation).
Previous Instrument	means the instrument that applied to an employee immediately preceding the commencement of this Agreement, being the <i>Department of Human Services Medical Officers Agreement 2018-2021</i> (as adopted by the <i>Public Service (Terms and Conditions of Employment) (Services Australia – Non-SES Employees) Determination 2020</i>).
Primary caregiver	for the purposes of the parental leave clause means a pregnant employee with an entitlement under the ML Act, or an employee other than a casual employee who has primary care responsibility for a child who is born to them, or who is adopted or in long-term foster care as per clause F18.
Public Service Act / PS Act	means the <i>Public Service Act 1999</i> as amended from time to time.
Qualifying service	has the same meaning as “service for redundancy pay purposes”.
Relevant employee	means an affected employee

Secondary caregiver	for the purposes of the parental leave clause means an employee, other than a pregnant employee or a casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per clause F18.
Settlement period	means a 4-week period during which an employee works their ordinary hours.
Supervisor	means an employee's direct supervisor who is usually the person to whom an employee reports to on a day-to-day basis for work-related matters.
Undertaking official business in [a] temporary locality (in relation to travel)	includes: <ul style="list-style-type: none"> a. attending meetings, workshops, conferences, or other official activities that are the primary activity for which official travel is required; b. preparation for relevant activities; c. transit to and from work locations in the temporary locality; and d. time spent undertaking an employee's ordinary duties in the temporary locality.
Usual place of work	means: <ul style="list-style-type: none"> a. the site where an employee normally reports for duty; or b. one agreed office location within a group of sites where an employee is regularly rostered to report for duty; or c. an employee's office, not their home, for the purposes of calculating allowances based on travel requirements. <p>A group of sites may be clustered, providing that cluster is reasonable in all circumstances.</p>

A9 Transitional arrangements

Personal/carer's leave upon commencement

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

- (a) commenced employment (and has not previously been engaged as an employee) in the APS within 12 months prior to the commencement of this Agreement and did not receive an initial credit of 18 days on commencement in accordance with subclause F7.5 for ongoing employees or subclause F7.7 for non-ongoing employees; or
- (b) was a casual employee immediately prior to becoming an ongoing or non-ongoing employee within 12 months prior to the commencement of this Agreement and there was no break in the continuity of the employee's service and did not receive an initial credit of 18 days on commencement in accordance with subclause F7.5 for ongoing employees or subclause F7.7 for non-ongoing employees

the Agency Head may grant an additional credit of up to 18 days personal/carer's leave (pro-rated for part-time employees and non-ongoing employees (based on their initial contract period)) so that the employee has an entitlement as if they had been provided the entitlement in accordance with subclause F7.5 for ongoing employees, and in accordance with subclause F7.7 for non-ongoing employees.

Performance management

- A9.2 An employee's Individual Performance Agreement up to and including the 2023-2024 performance cycle will be assessed under clause H4 of the Previous Instrument until that performance cycle is completed.
- A9.3 If, immediately prior to the commencement of this Agreement, an employee was undertaking a Back on Track process (BOT) under clause H5 of the Previous Instrument, the process will continue to be undertaken in accordance with clause H5 of the Previous Instrument until that process is completed.
- A9.4 If, at the completion of that BOT referred to in subclause A9.3, an employee has not attained and sustained a level of fully effective performance as defined in the Previous Instrument, the Formal Performance Counselling (FPC) process will be undertaken in accordance with clause H6 of the Previous Instrument.
- A9.5 If, immediately prior to the commencement of this Agreement, an employee was undertaking an FPC process under clause H6 of the Previous Instrument, the process will continue to be undertaken in accordance with clause H6 of

the Previous Instrument until that process is completed.

- A9.6 If an employee's performance is assessed as below fully effective as defined in the Previous Instrument within 12 months of completing either a BOT or FPC process under clause H5 or H6 of the Previous Instrument, subclause H6.11 of the Previous Instrument will apply before 1 July 2024, and subclause H10.11 of this Agreement will apply from 1 July 2024.

Timing of commencement of additional matters

- A9.7 Subclauses H8.8, H8.9, H9 and H10 of this Agreement will not take effect until the commencement of the 2024-25 performance cycle.
- A9.8 Between the commencement date of this Agreement and the commencement of the 2024-25 performance cycle, where an employee's supervisor identifies an employee's performance is below, and remains below, the standard of fully effective, the employee will undertake a BOT process under clause H5 of the Previous Instrument.
- A9.9 If, at the completion of the BOT referred to in subclause A9.8, an employee has not attained and sustained a level of fully effective performance, the FPC process will be undertaken in accordance with clause H6 of the Previous Instrument .
- A9.10 If an employee's performance is assessed as below fully effective within 12 months of completing either a BOT or FPC process under clause H5 or H6 of the Previous Instrument, subclause H6.11 of the Previous Instrument will apply before 1 July 2024, and subclause H10.11 of this Agreement will apply from 1 July 2024.

Part B – Employment Types

B1 Job security

Commitment to ongoing employment and rebuilding APS capacity

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

Reporting

- B1.2 The agency will report to the National Consultative Committee on an annual basis, or more frequently if agreed, on the number, duration, classification and location of ongoing, non-ongoing and casual employees engaged by the agency.

Pathways to permanency

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

B2 Casual employment

- B2.1 A casual (irregular or intermittent) employee is defined in clause A8.
- B2.2 A decision to expand the use of casual employees is subject to the consultation section of this Agreement at clause J1.
- B2.3 The agency will regularly review the working arrangements of casuals to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the National Consultative Committee.
- B2.4 The following clauses of this Agreement do not apply to casual employees unless otherwise specified in this Part B: C3.1, C6, D13, E3, E4, E7, E8.12, E9, E10, Part F (other than F12, F13.4, F21, F22, F24, F36.1 and F36.3), Part H (other than H3 and H4), I9 (other than I9.5 to I9.7) and Part K.
- B2.5 Casual employees do not have access to any paid leave entitlements under this Agreement, unless otherwise provided in the relevant legislation or this Agreement.
- B2.6 Casual employees may access unpaid leave for the purposes of clauses F8, F10, F13.1, F15 to F19, F21, F22, F27, F29 and F34. Casual employees may be eligible for the re-crediting of relevant leave in accordance with subclauses F1.4 to F1.6. This subclause B2.6 does not restrict a casual employee's ability to access unpaid leave for purposes outlined in relevant legislation.
- B2.7 Casual employees may be absent without pay when they are not fit for work due to personal illness or injury in accordance with clause F8.
- B2.8 Casual employees may also access 2 days of unpaid carer's leave per occasion, consistent with the NES, in addition to long-term caring leave in accordance with clause F10.
- B2.9 Remuneration for casual employees shall be on an hourly basis. A casual employee shall receive a 25 % loading on the base hourly rate of their classification as set out in this Agreement.
- B2.10 The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.
- B2.11 The fortnightly payment for a casual employee will be calculated based on the hours of duty they have performed in the previous fortnight and paid by electronic funds transfer.
- B2.12 A casual employee shall be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.

- B2.13 Casual employees who work overtime as provided for in clause E8 will be entitled to overtime rates as set out in that clause (calculated on their hourly rate of pay plus their casual loading).
- B2.14 Casual employees that work more than 37.5 hours between Monday and Friday in the same week, will receive:
- (a) their hourly rate of pay; plus
 - (b) their casual loading; plus
 - (c) a loading (calculated on their hourly rate of pay plus their casual loading) of 50% for the first 3 hours worked and 100% for any hours worked thereafter in excess of 37.5 hours between Monday and Friday in the same week.
- For the avoidance of doubt, a casual employee's ordinary hours of work for the purposes of this subclause do not include any hours in respect of which the employee receives overtime payments in accordance with clause E8 or subclause B2.13.
- B2.15 Casual employees who are required to commence work on a day, and have not had at least 8 consecutive hours off duty between the time at which they commence work and the time at which they ceased performing duty on the previous day for which they were paid a loading set out in subclauses B2.9 to B2.14, will be entitled to a loading of 100% calculated on their hourly rate of pay plus their casual loading for the hours they work until they have 8 consecutive hours off duty.
- B2.16 Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), as varied from time to time provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.
- B2.17 The principles of performance management outlined in clause H6 will apply to casual employees.
- B2.18 The statement of expectations for casual employees establishes the performance and behavioural expectations required of casual employees.
- B2.19 At any time where a casual employee is not meeting performance expectations, the employee will be provided with guidance and support to assist them to meet these expectations.
- B2.20 Casual employees will be eligible for an annual increase of 2.75% to their hourly rate of pay (that is, not including casual loading) on each anniversary of their placement on the temporary register of casual employees, where on that anniversary:
- (a) their performance is assessed as meeting requirements against the standards for their role as required by the agency;
 - (b) they have maintained their placement on the temporary register of casual employees for the previous 12 months; and
 - (c) they have performed duties at or above their classification for at least 675 hours in the previous 12 months.
- B2.21 The hourly rate of pay for a casual employee (excluding casual loading) will not exceed the maximum salary point for the relevant classification (calculated as an hourly rate).
- B2.22 Casual employees will be provided with adequate training to undertake their duties. Should a casual employee be required to undertake new or additional duties, further adequate training will be provided as required to enable the casual employee to undertake these new or additional duties

B3 Non-ongoing employment

- B3.1 A non-ongoing employee is defined in clause A8.
- B3.2 Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this Agreement's terms, except:
- (a) Purchased leave provisions at clause F6
 - (b) Personal/carer's leave accrual at subclauses F7.5 and F7.6;
 - (c) the redundancy provisions at Part K, subject to subclause B3.3; and
 - (d) other clauses as specified in Part H (Performance and development).
- B3.3 If the non-ongoing employee's contract is not permitted by s333E of the FW Act, then the redundancy provisions at Part K will apply.
- B3.4 If the redundancy provisions apply to an employee under subclause B3.3, the agency must adhere to the consultation section of this Agreement at clause J1 and where applicable, the consultation provisions in Part K.

Part C – Remuneration

C1 Work level standards

- C1.1 The APS Work Level Standards continue to operate and describe the work at each of the classification levels in this Agreement, consistent with the *Public Service Classification Rules 2000*, made in accordance with section 23 of the PS Act.

C2 Classification structure

- C2.1 This Agreement provides for the classification structure identified in Table C1.

C3 Payment of salary

- C3.1 Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the employee's choice, based on their annual salary using the following formula:

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

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

- C3.2 Table C1 sets out the minimum and maximum salary levels for each classification level. During the term of this Agreement, the minimum and maximum salary levels for each classification level will be adjusted to reflect the general salary increases provided under clause C5.
- C3.3 Salaries will be paid in accordance with Table C1.
- C3.4 In recognition of a common alignment date of 14 March each year, the payments in Table C1 were calculated based on base salary rates as at 31 August 2023. This is to incorporate the general salary increases provided under subclause C5.1.

Table C1 – Base salaries for Medical Officer employees

Classification	Salary levels	Salary bands as at 31 August 2023	Salary bands including first pay rise (from the later of commencement of this Agreement or 14 March 2024)	Salary bands from 13 March 2025	Salary bands from 12 March 2026
Medical Officer 2	Min.	\$132,330	\$137,623	\$142,853	\$147,710
	Max.	\$157,349	\$163,643	\$169,861	\$175,636
Medical Officer 3	Min.	\$167,579	\$174,282	\$180,905	\$187,056
	Max.	\$175,119	\$182,124	\$189,045	\$195,473
Medical Officer 4	Min.	\$182,113	\$189,398	\$196,595	\$203,279
	Max.	\$194,063	\$201,826	\$209,495	\$216,618

C4 Salary setting

- C4.1 Where an employee is engaged, moves to or is promoted in the agency, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Agency Head determines a higher salary within the relevant salary range under these salary setting clauses.
- C4.2 The Agency Head may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.

- C4.3 In determining a salary under these salary setting clauses, the Agency Head will have regard to relevant factors including the employee's experience, qualifications and skills.
- C4.4 Where an employee commences ongoing employment in the agency immediately following a period of non-ongoing employment in the agency for a specified term or task, the Agency Head will determine the payment of the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the agency.
- C4.5 Where an employee commences ongoing employment in the agency immediately following a period of casual employment in the agency, the Agency Head will determine the payment of salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the agency.
- C4.6 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 Agency Head will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
- C4.7 Where an employee is promoted within the agency, the increase to ongoing salary will be at least \$1,000. The Agency Head may approve a higher salary within the salary band in accordance with subclause C4.1.
- C4.8 Where an employee has achieved salary advancement during periods of temporary higher duties, and is subsequently promoted to that higher level, their salary on commencement will be determined as at least the salary that the employee has achieved through salary advancement.
- C4.9 Where an employee moves to a lower classification, either temporarily or permanently, the Agency Head will determine the employee's salary taking into account the employee's skills, experience and qualifications, and the reason(s) for the reduction in classification.
- C4.10 Where an employee's salary is maintained under subclause C4.6, that salary will be maintained subject to any reductions made in accordance with the PS Act, or subclauses H10.10 or K10.5 of this Agreement.
- C4.11 Where the Agency Head determines that an employee's salary has been incorrectly set, the Agency Head may determine the correct salary and the date of effect.

C5 Salary increases

- C5.1 The salaries of eligible employees will be increased by 4% from the first full pay period on or after 1 March 2024 (14 March 2024) (as set out in Table C1).
- C5.2 The salaries of eligible employees will increase by 3.8% from the first full pay period on or after 1 March 2025 (13 March 2025) (as set out in Table C1).
- C5.3 The salaries of eligible employees will increase by 3.4% from the first full pay period on or after 1 March 2026 (12 March 2026) (as set out in Table C1).
- C5.4 An employee is an 'eligible employee' for the purpose of subclauses C5.1, C5.2 and C5.3 if, at the time of the general salary increase under subclauses C5.1, C5.2 or C5.3, the employee's salary is equal to or less than the maximum salary level for their classification.
- C5.5 Where an employee is not an eligible employee under subclause C5.4 because their salary is above the maximum salary level for their classification, but an adjustment to the salary bands under subclauses C5.1 C5.2 or C5.3 results in the maximum salary for the relevant classification exceeding the employee's salary, then the employee's salary will be increased to the maximum salary level for their classification.
- C5.6 Where an employee's salary is increased to the maximum salary level for their classification under subclause C5.5, and the amount by which the employee's salary has increased is less than the annual salary increase (expressed as a percentage) provided under this clause C5, the employee will receive a fortnightly allowance in respect of the balance of the increase calculated by applying Formula C1.

Formula C1: Fortnightly allowance (where the employee's salary has been partially absorbed into the salary band) under subclause C5.6 is calculated by applying the following formula:

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

Where:

- A = The employee's previous annual salary (before any increase under subclause C5.5)
- B = The employee's new salary (following an increase under subclause C5.5)
- X = The relevant percentage increase in accordance with clause C5

C5.7 Where an employee's salary remains above the maximum salary level for their classification after adjustments to the salary bands under subclauses C5.1, C5.2 or C5.3, the employee will receive a fortnightly allowance equal to the annual salary increase of their salary calculated by applying Formula C2.

Formula C2: Fortnightly allowance (where the employee's salary remains above the salary band) under subclause C5.6 is calculated by applying the following formula:

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

Where:

- A = The employee's annual salary
- X = The relevant percentage increase in accordance with clause C5

C5.8 Subject to subclause C5.9, an allowance payable under subclause C5.6 or C5.7 will be payable for the following period (with a pro rata adjustment for any part fortnight):

- an allowance payable in lieu of a salary increase under subclause C5.1 – payable fortnightly from the first full pay period after 1 March 2024 until the day prior to the first full pay period after 1 March 2025;
- an allowance payable in lieu of a salary increase under subclause C5.2 – payable fortnightly from the first full pay period after 1 March 2025 until the day prior to the first full pay period after 1 March 2026; and
- an allowance payable in lieu of a salary increase under subclause C5.3 – payable fortnightly from the first full pay period after 1 March 2026 until the nominal expiry date of this Agreement in accordance with subclause A3.2.

C5.9 An allowance payable under this clause C5:

- is taxable as ordinary remuneration;
- will be payable during periods of approved leave, but will not be payable during periods of unpaid leave or unauthorised absences;
- will be treated as an allowance in the nature of salary for the purposes of calculating a redundancy benefit under subclause K7.1;
- will not be payable during a period in which an employee receives temporary higher duties allowance under clause D1, but will be taken into account when determining the minimum amount of temporary higher duties allowance payable under clause D1; and
- will not count as salary for any other purpose under this Agreement, including (without limitation) for the purpose of calculating overtime payments under clause E8.

C6 Salary advancement

C6.1 The performance cycle period will run from 1 July each year to 30 June in the following year.

C6.2 Performance-based salary advancement will be applied from 1 September in each year.

C6.3 An employee is an 'eligible employee' for the purposes of clause C6 if:

- they are:
 - an ongoing employee; or

- (ii) a non-ongoing employee with 6 months or more continuous service at 30 June in the relevant year;
- (b) they have 18 weeks of aggregate eligible service at or above the relevant classification level during the relevant performance cycle. If an employee has less than 18 weeks of aggregate service at or above the relevant classification level during the relevant performance cycle, the Agency Head may exercise their discretion to determine a higher salary under the salary setting clause at clause C4;
- (i) Eligible service for salary progression will include:
 - (A) periods of paid leave and unpaid parental leave;
 - (B) periods of unpaid leave that count as service; and
 - (C) service while employed on a non-ongoing basis; and
- (c) they have had their performance in relation to each relevant classification level assessed as “Meets Expectations” or “Exceeds Expectations” during their most recent performance review in accordance with clause H8.
 - (i) Where an employee is reassessed as “Meets Expectations” at the end of a support plan at clause H9 that was initiated as a result of subclause H9.3, the employee will be eligible for salary advancement with effect from the date of the reassessment. If the employee has not attained and sustained performance that “Meets Expectations” within the period at subclause H9.7, salary advancement will not occur.

C6.4 During a period of unpaid parental leave employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.

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

- C6.5 An eligible employee will ordinarily receive performance-based salary advancement at the employee’s classification of 2.75% of the employee’s salary.
- C6.6 Where an eligible employee has performed duties at a higher classification for an aggregate period of at least 18 weeks during the relevant performance cycle, the employee’s salary for the purpose of paragraph D1.4(a) will ordinarily be increased by 2.75% of the employee’s salary.
- C6.7 Any performance-based salary advancement under subclauses C6.5 or C6.6 will not result in an employee’s salary at the relevant classification exceeding the maximum salary for that classification. Where performance-based salary advancement would take an employee’s salary above the maximum salary level for their classification, the employee’s salary will be increased to the maximum salary level for their classification (and no higher).

C7 Superannuation

- C7.1 The agency will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- C7.2 Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
- C7.3 The agency will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the agency’s payroll system.

Method for calculating superannuation salary

- C7.4 The agency will provide an employer contribution of 15.4% of the employee’s Ordinary Time Earnings (OTE) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation funds.
- C7.5 Employer contributions will be made for all employees covered by this Agreement.

C7.6 Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

C8 Salary sacrifice

C8.1 An employee may salary sacrifice up to 100% of their salary for non-cash items, consistent with agency policy.

C8.2 The employee will meet the costs of the salary sacrifice arrangement, including any fringe benefits tax and administrative costs incurred.

C8.3 Salary sacrifice arrangements will not reduce salary for superannuation purposes or any other purpose.

C9 Overpayments

C9.1 An overpayment occurs if the Agency Head (or the agency) provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this Agreement).

C9.2 Where the Agency Head considers that an overpayment has occurred, the Agency Head will provide the employee with notice in writing. The notice will provide details of the overpayment.

C9.3 If an employee disagrees that there has been an overpayment, including the amount of the overpayment, they will advise the Agency Head in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.

C9.4 If after considering the employee's response (if any), the Agency Head confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.

C9.5 The Agency Head and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.

C9.6 The agency and employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment.

C9.7 Interest will not be charged on overpayments.

C9.8 Nothing in subclauses C9.1 to C9.7 prevents:

- (a) the agency from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
- (b) the agency from pursuing recovery of the debt through other available legal avenues; or
- (c) the employee or the agency from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Part D – Allowances

D1 Temporary higher duties at the non-SES level

- D1.1 An employee who temporarily undertakes duties at the same higher classification for 3 cumulative or continuous working days or more in any 12-month period will be paid a temporary higher duties allowance in accordance with this clause D1. Once eligibility is achieved, the employee will be back paid for the qualifying 3-day period.
- D1.2 Once an employee has become eligible for higher duties under subclause D1.1, they will remain eligible for higher duties undertaken by the employee within 12 months of the last day or part-day of duties for which they became eligible for a temporary higher duties allowance. All periods of temporary duties under this subclause D1.2 must involve duties at the same higher classification level. If the temporary duties are at a different higher classification level, the eligibility requirements in subclause D1.1 will apply to that different higher level classification.
- D1.3 The temporary higher duties allowance will be equal to the difference between the employee's ongoing salary and the salary of the higher classification.
- D1.4 For the purposes of subclause D1.3, the salary of the higher classification will be the minimum salary for the higher classification, unless:
- (a) the employee has obtained a particular salary through salary advancement at the higher classification, in which case:
 - (i) the employee will maintain access to that salary for any periods of temporary higher duties; and
 - (ii) the salary will be increased to reflect salary increases under subclauses C5.1, C5.2 and C5.3, provided the salary does not exceed the maximum salary level for the higher classification; or
 - (b) the Agency Head decides that a higher salary should apply having regard to the employee's experience, qualifications and skills.
- D1.5 Where the temporary higher duties allowance calculated under subclauses D1.3 and D1.4 would be equivalent to less than \$1,000 per annum, the employee will be paid temporary higher duties allowance calculated at a rate equivalent to \$1,000 per annum.
- D1.6 Subject to subclauses D1.1 and D1.2, where an employee undertakes temporary higher duties for part of a day, they will receive payment of temporary higher duties allowance for a full day.
- D1.7 The allowance payable will be treated as salary for all purposes unless otherwise excluded by this Agreement or relevant legislation.
- D1.8 An employee will continue to receive the allowance during periods of paid leave, if they would have continued to perform the temporary higher duties had they been at work.
- D1.9 The Agency Head may shorten the qualifying period for temporary higher duties on a case-by-case basis.
- D1.10 Temporary higher duties will be payable while an employee is acting at a higher classification as part of a job sharing arrangement, where the duration of the arrangement is at least 3 or more continuous or cumulative working days, subject to subclauses D1.1 and D1.2.
- D1.11 Where:
- (a) before the commencement of this Agreement, an employee has obtained a salary at the higher classification level as contemplated by paragraph D1.4(a); and
 - (b) that salary remains above the maximum salary level for their classification after adjustments to the salary bands under subclauses C5.1, C5.2 and C5.3,

the employee will receive a fortnightly allowance equal to the annual salary increase (expressed as a percentage) provided under clause C5 calculated by applying Formula D1 during any period in which the employee receives

temporary higher duties allowance. The fortnightly allowance will be payable in accordance with subclauses C5.6 and C5.9 (with the exception of paragraph C5.9(d)).

Formula D1: Fortnightly allowance (temporary higher duties where the salary at the higher classification remains above the salary band) under subclause D1.11 is calculated by applying the following formula:

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

Where:

- A = The salary obtained by the employee at the higher classification level at which the employee is performing higher duties
- X = The relevant percentage increase in accordance with clause C5

D1.12 Where:

- before the commencement of this Agreement, an employee has obtained a salary at the higher classification level as contemplated by paragraph D1.4(a); and
- prior to the adjustment of salary bands under subclauses C5.1, C5.2 or C5.3, the employee's salary is above the maximum salary for the classification; but
- an adjustment to the salary bands under subclauses C5.1, C5.2 or C5.3 results in the maximum salary for the higher classification exceeding the employee's salary at the higher classification;

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

D1.13 Where an employee's salary at the higher classification is increased to the maximum level for the higher classification under subclause D1.122, and the amount by which the employee's salary at the higher classification has increased is less than the annual salary increase (expressed as a percentage) provided under clause C5, the employee will receive a fortnightly allowance in respect of the balance of the annual salary increase calculated by applying Formula D2. The fortnightly allowance will be paid in accordance with subclauses C5.6 and C5.9 (with the exception of paragraph C5.9(d)), and will be paid during any period in which the employee receives temporary higher duties allowance.

Formula D2: Fortnightly allowance (where the employee's salary at the higher classification has been partially absorbed into the salary band) under subclause D1.13 is calculated by applying the following formula:

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

Where:

- A = the employee's previous salary at the higher classification (before any increase under subclause D1.12)
- B = the employee's new salary at the higher classification (following an increase under subclause D1.12)
- X = The relevant percentage increase in accordance with clause C5

D1.14 Where a position has been filled on a temporary basis for 12 months and there is a need to continue to fill the position, the Agency Head will assess whether the job is genuinely vacant where the employee performing the duties requests such an assessment, and determine whether it should be advertised for permanent filling.

D2 Temporary higher duties at the SES level

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

D3 Workplace responsibility allowances and rates

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

- First Aid Officer;

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

- D3.2 When an employee is elected or appointed to perform more than one workplace responsibility or role, the higher applicable allowance will apply. An employee is not to receive more than one workplace responsibility allowance unless approved by the Agency Head due to operational requirements.
- D3.3 A fortnightly allowance will be paid at the rates outlined in Table D1.
- D3.4 The full allowance is payable regardless of flexible work and part-time arrangements.
- D3.5 An employee's physical availability to undertake the role will be considered by agencies when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental Health First Aid Officers and Health and Safety Representatives, depending on workgroup arrangements.
- D3.6 Casual employees who are eligible for a workplace responsibility allowance will be paid in accordance with subclause B2.16.

Table D1 – Rates for workplace responsibility allowances

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

D4 First Aid Officer (FAO) allowance

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

D5 Emergency Warden and Chief Warden allowance

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

D6 Health and Safety Representative (HSR) allowance

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

D7 Harassment Contact Officer (HCO) allowance

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

D8 Mental Health First Aid Officer (MHFAO) allowance

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

D9 Staff Security Contact Officer allowance

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

D10 Office disturbance allowance

- D10.1 The Agency Head may approve payment of an appropriate allowance to an employee or group of employees who is/are subjected to detrimental effects from building activities or environmental effects in their place of work.

D11 Overtime meal allowance

- D11.1 An employee who is required to work a separate period of overtime (being non-continuous with ordinary hours), and the overtime commences prior to the start of an overtime meal period, and ends at or after the end of an overtime meal period, will be eligible for an overtime meal allowance in accordance with this clause D111.
- D11.2 Where an employee works a period of overtime continuous with their ordinary hours, or rostered hours of duty, and the overtime extends their working day past 7 pm, or where the overtime is before the ordinary or rostered hours of duty and starts before 7 am, the agency will pay the employee an overtime meal allowance.
- D11.3 The meal allowance periods are as follows:
- (a) 7 am to 8 am;
 - (b) 12 pm to 2 pm;
 - (c) 6 pm to 7 pm; and
 - (d) 12 am to 1 am.
- D11.4 Where an employee is entitled to receive travel allowance in respect of the relevant meal period, they will not be entitled to an overtime meal allowance.

- D11.5 The rate of allowance will be paid in accordance with the overtime meal rate in the relevant subscription service.

D12 Motor vehicle allowance

- D12.1 The Agency Head may authorise the payment of an allowance to an employee who uses a private vehicle for official purposes.
- D12.2 Where the use of a private vehicle is the more efficient or least expensive arrangement, the allowance under subclause D12.1 will be calculated and paid in accordance with the relevant subscription service.
- D12.3 Where there is a more cost-effective option available for official travel, and an employee elects to travel by private vehicle, the rate of their allowance under subclause D12.1 will be limited to the cost of the more cost-effective option.
- D12.4 Employees using a private motor vehicle for official travel who are entitled to a motor vehicle allowance will be reimbursed all associated fees, charges and tolls (parking fees, bridge, freeway, car-ferry tolls) and other expenses incurred on duty in addition to the motor vehicle allowance. Employees will be responsible for all speeding or

parking fines or any fines imposed by law when using their vehicle for official purposes.

- D12.5 Where an employee has been authorised under this clause D122 by the Agency Head to use a private motor vehicle for official travel, and incurs additional registration and/or insurance charges as a result, the employee will be reimbursed the additional charges.

D13 Remote localities assistance

Eligibility

- D13.1 The Agency Head will approve remote locality assistance to employees while they are working at a location listed in Table I1 (Active Locations) of clause I9 (Remote localities) of this Agreement.

Reimbursement of expenses

D14 Loss of or damage to personal items

- D14.1 The Agency Head may approve reimbursement to an employee of a reasonable amount to repair or replace clothing and/or personal effects where loss or damage occurs in the course of the employee's duties.
- D14.2 This clause D14 does not cover loss of or damage to a private vehicle.

D15 School holiday care allowance

- D15.1 The Agency Head will approve payment of an allowance to an employee in respect of child care expenses incurred during school holiday periods where:
- (a) the employee has a child or children of school age;
 - (b) the employee works during the relevant school holiday period (or where an employee is incapacitated and accesses personal leave); and
 - (c) the employee provides evidence to demonstrate that expenses have been incurred in respect of the period for which the allowance is claimed, and those expenses have been incurred for child care provided by an approved child care provider.
- D15.2 The school holiday care allowance under this clause D155 is payable at the rates outlined in Table D2 of this Agreement, for a maximum of 8 weeks per calendar year.

Table D2 – Rates for school holiday care allowance

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

The rates specified in Table D2 are net of taxation

D15.3 The allowances under this clause D17 will be increased in December each year consistent with Annual CPI.

D15.4 Where both parents of a child work for the agency, only one partner will be eligible for reimbursement at any one time, and the allowance cannot be paid for more than 8 weeks per year between the employees. The allowance is only payable when both parents are at work (or where an employee is incapacitated and accesses personal leave).

D15.5 Where an employee's partner is eligible for and receives a similar child care benefit from their employer, the employee will not be eligible to receive this payment.

D16 Community Language Allowance

D16.1 A Community Language Allowance will be paid where the Agency Head determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the employee meets the required level of competency set by the Agency Head. Further information is included in policy.

D16.2 The allowance is paid in accordance with the employee's level of competency, at the rates outlined in Table D3.

D16.3 The allowance is calculated annually and paid fortnightly.

D16.4 The full allowance is payable regardless of flexible work arrangements and part-time arrangements.

D16.5 The allowance is payable during periods of paid leave.

D16.6 The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

Table D3 – Rates for Community Language Allowance

Rate	Standard	Rate from the commencement of this Agreement	Rate from 13 March 2025	Rate from 12 March 2026
1	An employee who has adequate language skills, as determined by an individual or body approved by the Agency Head, for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved	\$3,012 per annum	\$3,126 per annum	\$3,232 per annum

	by the Agency Head.			
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D17 Allowance recognition

Allowance paid for	Payable during annual leave	Payable during personal leave	Payable during long service leave	Included in income for retrenchment purposes	Counts for termination payments
First Aid Officer	Yes	Yes	Yes	Yes	Yes
Office disturbance	No	No	No	No	No
Chief Warden	Yes	Yes	Yes	Yes	Yes
Emergency Warden	Yes	Yes	Yes	Yes	Yes
Community Language	Yes	Yes	Yes	Yes	Yes
Health and Safety Representative	Yes	Yes	Yes	Yes	Yes
Harassment Contact Officer	Yes	Yes	Yes	Yes	Yes
Mental Health First Aid Officer	Yes	Yes	Yes	Yes	Yes
Staff Security Contact Officer	Yes	Yes	Yes	Yes	Yes
Motor vehicle	No	No	No	No	No
Overtime meal	No	No	No	No	No
District allowance	Yes	Yes	Yes	Yes	Yes
Leave fares	N/A	N/A	N/A	N/A	N/A
School holiday care	No	No	No	No	No

Part E – Hours of Work and Flexible Arrangements

E1 General attendance

- E1.1 An employee must retain an accurate record of their attendance, including commencement, break and finish times, and records of their leave or absences.
- E1.2 An employee will not work more than 5 hours continuously without a meal break of at least 30 minutes.

E2 Bandwidth

- E2.1 The bandwidth within which ordinary hours of duty will be performed is 7 am to 7 pm, Monday to Friday.
- E2.2 An employee will be required to work their ordinary hours of duty within the bandwidth. Requests to work an alternative regular span of hours may be made in accordance with clause E11.
- E2.3 Where an employee requests to work part or all of their ordinary hours of duty outside of the bandwidth for personal reasons on a temporary or ongoing basis, and this request can be accommodated, the employee will not generally be entitled to overtime penalties.

E3 Full-time employees

- E3.1 A full-time employee is defined in clause A8.
- E3.2 An employee will not be required to work more than 10 hours per day as ordinary hours of duty,

E4 Part-time employees

- E4.1 A part-time employee is defined in clause A8.
- E4.2 For part-time employees, the ordinary hours of duty are those in their part-time work agreement or specified for the job.
- E4.3 A part-time employee's salary and leave entitlements will be calculated and paid/accrued on a pro rata basis in accordance with their ordinary hours worked, unless otherwise specified in this Agreement.
- E4.4 A full-time employee will not be compelled to convert to part-time employment.
- E4.5 Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
- E4.6 The Agency Head may approve a request from a full-time employee for a part-time arrangement. Such a request may be made at any stage.
- E4.7 Applications from full-time employees to work part-time, and applications from part-time employees to change their pattern of hours (or number of ordinary hours of duty), will not be unreasonably refused. Requests are subject to clause E11.
- E4.8 An employee returning from parental leave (under clause F20 of this Agreement) has a right to access part-time arrangements until the child's third birthday.
- E4.9 A part-time work arrangement will be reviewed at least every 12 months as provided in subclause E9.13, and may be varied, paused or terminated as provided in subclauses E9.14 to E9.17.
- E4.10 Where an employee has an existing part-time work agreement and they voluntarily move to another position within the agency, the agency will advise the employee, prior to them accepting the voluntary move, if the agency is unable to accommodate the employee's existing part-time work arrangement. Decisions regarding part-time work arrangements associated with voluntary moves will be made consistent with this clause E4 and clause E11.

E5 Job sharing

- E5.1 Subject to operational requirements, the Agency Head may approve job sharing arrangements whereby 2 or more employees share one full-time job. Employees working under job share arrangements are considered to be part-time employees, and approval to commence or vary part-time hours is required under Part E of this Agreement.
- E5.2 A job share arrangement will be initiated by employees. Directly affected employees and their supervisors must agree with the arrangement before approval is sought under clause E4 of this Agreement. Parties will acknowledge that not all jobs are suitable to or compatible with job sharing arrangements, and not all individuals are suited to job sharing arrangements.

E6 Negotiation of working hours

- E6.1 This clause E6 applies to both rostered and non-rostered employees.
- E6.2 An employee and their supervisor will together design and reach agreement on the employee's working hours, genuinely negotiating where necessary. These working hours may take the form of:
- (a) a Pattern of Ordinary Hours of Duty; or
 - (b) a Regular Hours Agreement.
- E6.3 The design, negotiation and variation of working hours are subject to clause E11.
- E6.4 Employees will have at least 4 weeks' notice for a change in their working hours, unless the employee agrees to a shorter period.
- E6.5 Where an employee and their supervisor cannot reach agreement in relation to an employee's working hours, the employee will continue to work in accordance with their existing working hours until the end of the current settlement period.
- E6.6 An employee may request changes to their working hours at any time.

Default hours

- E6.7 If at the end of the "current settlement period" referred to in subclause E6.5, the agency and the employee remain unable to reach agreement, the employee may choose to:
- (a) work in accordance with a default regular hours option as set out in subclause E6.8; or
 - (b) continue their existing working hours for a further settlement period, after which time the employee will work in accordance with a default regular hours option as set out in subclause E6.8.
- E6.8 Default regular hours (for a full-time employee) in a non-customer facing environment will be 8:30 am to 5:00 pm with a 60-minute lunch break.

Regular Hours Agreements

- E6.9 A Regular Hours Agreement may be requested by an employee at any time.
- E6.10 A Regular Hours Agreement is a fixed pattern of working hours over a settlement period, which will include start and finish times, duration of lunch breaks and (where the employee chooses) the timing of lunch breaks.
- E6.11 Where requested by the employee, a Regular Hours Agreement will be designed to include one or more planned day(s) off in a settlement period.

E7 Time off in lieu

- E7.1 Medical Officers are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
- E7.2 Medical Officers seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the agency.
- E7.3 A supervisor is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.
- E7.4 The working arrangements for a Medical Officer should be agreed through discussion between the supervisor and the Medical Officer. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.
- E7.5 A Medical Officer's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the Medical Officer and their supervisor.
- E7.6 The pattern of hours is to be flexible enough to accommodate short-term peaks and troughs in workload, and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
- E7.7 Requests from Medical Officers to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.
- E7.8 Approval may be given for time off in lieu to be taken in conjunction with other forms of leave.

E8 Overtime

- E8.1 An employee may access overtime on the following basis:
- (a) where the Agency Head determines that exceptional circumstances apply;
 - (b) where the Agency Head requires the employee to work on a public holiday for operational reasons; or
 - (c) where the Agency Head requires the employee to work a period of overtime while the employee is in receipt of restriction allowance.
- E8.2 An employee may be requested to work a period of overtime. Where operational requirements dictate, the Agency Head may direct an employee to work a reasonable amount of overtime on any day.
- E8.3 In requesting or directing an employee to work overtime, the Agency Head will take into account the personal circumstances of the employee. An employee has a right to refuse overtime for caring or personal reasons.
- E8.4 An employee can only work overtime with the prior approval of the Agency Head.
- E8.5 The Agency Head will provide reasonable notice of a requirement or a request to work overtime (subject to clause E9 of this Agreement).
- E8.6 An employee who works a period of overtime will be paid at the rates provided in this subclause E8.6:

Day	Rate
Monday – Saturday	Time and a half for first 3 hours
	Double time after first 3 hours
Sunday	Double time

Public Holiday	Time and a half for ordinary/rostered hours for public holiday Double time and a half for where no ordinary/rostered hours on the relevant day
Emergency duty (see clause E9 – Overtime without prior notice)	Double time

E8.7 An employee's hourly rate of pay for the purposes of determining the rates in subclause E8.6 will include temporary higher duties allowance, but exclude duties-related allowances.

E8.8 An employee must have a meal break after 5 hours of continuous duty, which includes any regular hours worked directly before the period of overtime.

E8.9 An unpaid meal break within the period of overtime does not disrupt the continuity of duty or eligibility for an overtime meal allowance.

Minimum Payments

E8.10 Minimum payments for periods of overtime will apply as follows:

Situation	Minimum Payment
Overtime period is continuous with ordinary or rostered hours	No minimum payment
Overtime period is not continuous with ordinary or rostered hours and the employee needs to attend the office to perform duties	4 hours
Overtime period is not continuous with ordinary or rostered hours, and employee has no notice of overtime (see clause E9 – Emergency duty (Overtime without prior notice))	2 hours
Overtime period is not continuous with ordinary or rostered hours, and the employee does not need to attend the office to perform duties	2 hours

Employees on restriction duty required to perform overtime:

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

E8.11 Where an employee performs more than one period of overtime in a day, payments (in accordance with subclause E8.10) will not exceed the payment that would be made if the employee remained on duty from the time of commencing the first period of overtime to the end of any subsequent periods of overtime.

Rest relief after overtime

E8.12 Employees are entitled to a break of at least 8 consecutive hours, plus reasonable travelling time, between the time they finished duty (including overtime worked after a period of ordinary duty) and the time they are next required to commence ordinary duty, without loss of pay. Where this break is not possible due to business needs, the employee will be paid at double ordinary time rates for any period of work until an 8-hour break occurs.

E8.13 Subclause E8.12E8.12 does not apply to emergency or restricted duty situations, unless the actual time worked, excluding travelling time, is at least 3 hours on each call.

E9 Emergency duty (Overtime without prior notice)

E9.1 This clause E9 will apply where an employee is required to work overtime without receiving prior notice.

E9.2 Where an employee is required to attend the office in accordance with this clause E9, and the employee is not in receipt of a restriction allowance, the employee will be paid the “Emergency Duty” rate in subclause E8.6 for time worked and reasonable travel time, subject to the minimum payment provided in subclause E8.10.

E9.3 Where an employee can perform overtime under this clause E9 without needing to attend the office, the employee will be paid the “Emergency Duty” rate in subclause E8.6 for time worked, subject to subclause E8.10.

E10 Restriction duty

E10.1 Where the Agency Head directs an employee to be immediately contactable and available to perform additional duties outside of their pattern of ordinary hours, regular hours agreement or rostered hours of duty, the employee will be paid allowance in respect of this restriction (“restriction duty”).

E10.2 The allowance payable under this clause E10 will be paid for each hour, or part thereof that an employee is on restriction duty.

E10.3 Where an employee is on restriction duty, and is required to work outside of their pattern of ordinary hours, regular hours agreement or rostered hours of duty, they will be paid overtime in accordance with clause E8. The allowance under this clause E10 will not be payable for any periods where an employee is in receipt of overtime payments.

E10.4 The allowance under this clause E10 will not be payable to an employee who is expected to be immediately contactable and available to perform additional duties, but does not meet these expectations.

E10.5 The rates payable under this clause E10 are as follows:

- (d) Monday – Friday: 7.5% of hourly rate;
- (e) Saturday – Sunday: 10% of hourly rate;
- (f) Public Holidays: 15% of hourly rate.

E11 Flexible working arrangements

E11.1 The agency, employees and their union recognise:

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

E11.2 The agency is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the agency at all levels. This may include developing and implementing strategies through the National Consultative Committee.

E11.3 Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

Requesting formal flexible working arrangements

E11.4 The following provisions do not diminish an employee’s entitlement under the NES.

E11.5 An employee may make a request for a formal flexible working arrangement.

E11.6 The request must be:

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

E11.7 The Agency Head must provide a written response to a request within 21 days of receiving the request.

E11.8 The response must:

- (a) state that the Agency Head approves the request and provide the relevant detail in subclause E11.9; or
- (b) if following discussion between the agency and the employee, the agency and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change and provide the relevant detail in subclause E11.9; or
- (c) state that the Agency Head refuses the request and include the following matters;
 - (i) details of the reasons for the refusal; and
 - (ii) set out the agency's particular business grounds for refusing the request, explaining how those grounds apply to the request; and
 - (iii) either:
 - (A) set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make; or
 - (B) state that there are no such changes; and
 - (iv) state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of this Agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.

E11.9 Where the Agency Head approves the request, this will form an arrangement between the agency and the employee. Each arrangement must be in writing and set out:

- (a) any security and work health and safety requirements;
- (b) a review date (subject to subclause E11.13); and
- (c) the cost of establishment (if any).

E11.10 The Agency Head may refuse to approve the request only if:

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

E11.11 Reasonable business grounds include, but are not limited to:

- (a) the new working arrangements requested would be too costly for the agency;
- (b) there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
- (c) it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
- (d) the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
- (e) the new working arrangements requested would be likely to have a significant negative impact on customer service; or
- (f) it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.

E11.12 For First Nations employees, the agency must consider connection to country and cultural obligations in responding to requests for altering the location of work.

E11.13 Approved flexible working arrangements will be reviewed by the agency and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

Varying, pausing or terminating formal flexible working arrangements

E11.14 An employee may request to vary an approved flexible working arrangement in accordance with subclause E11.6. An employee may request to pause or terminate an approved flexible working arrangement.

E11.15 The Agency Head may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to subclause E11.17.

E11.16 The agency must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.

E11.17 Prior to the Agency Head varying, pausing or terminating the arrangement under subclause E11.15, the agency must have:

- (a) discussed with the employee their intention to vary, pause or terminate the arrangement;
- (b) genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
- (c) had regard to the consequences of the variation, pause or termination for the employee;

- (d) ensured the variation, pause or termination is on reasonable business grounds; and
- (e) informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in paragraph E11.8(c).

Working from home

- E11.18 The agency will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
- E11.19 The agency may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
- E11.20 An employee working from home is covered by the same employment conditions as an employee working at an office site under this Agreement.
- E11.21 The agency will provide employees with guidance on working from home safely.
- E11.22 Employees will not be required by the agency to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the Agency will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad hoc arrangements

- E11.23 Employees may request ad hoc flexible working arrangements. Ad hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.
- E11.24 Employees should, where practicable, make the request in writing and provide as much notice as possible.
- E11.25 Requests for ad hoc arrangements are not subject to the request and approval processes detailed in clause E11.
- E11.26 The agency should consider ad hoc requests on a case-by-case basis, with a bias to approving ad hoc requests, having regard to the employee's circumstances and reasonable business grounds.
- E11.27 Where a regular pattern of requests for ad hoc arrangements from an employee emerges, the agency should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

- E11.28 An employee may request to work an alternative regular span of hours (bandwidth hours). If approved by the Agency Head, hours worked on this basis will be treated as regular working hours and will not attract overtime payments. The agency will not request or require that any employee alter their regular span of hours (bandwidth hours) under this provision.

E12 Christmas closedown and reduced activity period

- E12.1 Employees are not required to attend for duty during the agency's reduced activity period as described in Table E1 unless directed by the Agency Head. The Agency Head may only give such a direction to meet essential operational requirements.
- E12.2 The agency's reduced activity period commences on the last working day (being a weekday) before Christmas Day, to New Year's Day (inclusive).

Table E1

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

- E12.3 The Agency Head will determine which services are essential operational requirements over the reduced activity period. Employees who are required to work over this period will be notified by 1 October each year. Where the Agency Head directs an employee to work over the reduced activity period after 1 October due to unforeseen or exceptional circumstances that arise after 1 October, then the Recall to Duty provisions at subclause F1.3 will apply.
- E12.4 Where an employee commences employment after 1 October in the respective year and does not have sufficient leave credits to cover the reduced activity period, the employee may elect to work during the reduced activity period.
- E12.5 Employees will use their accrued annual leave for each day of the reduced activity period which is not a public holiday or the APS holiday and where they are not required to attend for duty.
- E12.6 Where, due to essential operational requirements, the Agency Head directs an employee or group(s) of employees to attend work on some or all of the working days during the reduced activity period, employees will not be required to use their annual leave credits, for any period where they are not required to attend for duty during the reduced activity period.
- E12.7 In determining the essential operational requirements of a workplace, team or business line, the Agency Head will take into account:
- (a) the capacity of a workplace, team or business line to meet its internal or external service delivery requirements; and
 - (b) the needs and preferences of employees in that workplace, team or business line to take leave during the relevant period, having regard to the matters discussed at the National Consultative Committee in accordance with clause J2.
- E12.8 Where an employee has approved parenting leave (primary caregiver, secondary caregiver, adoption and long-term foster care or stillbirth, pregnancy loss and premature birth leave) or long service leave on both sides of the reduced activity period, the employee is not required to use annual leave for this period.
- E12.9 Annual leave during the reduced activity period may be re-credited in accordance with subclause F1.4.
- E12.10 Where an employee is not required to attend for duty for all or part of the reduced activity period and has insufficient annual leave then time off in lieu, purchased leave or leave without pay will be approved to count as service for all purposes for the period where paid leave is not available.
- E12.11 Despite anything to the contrary in this Agreement, where an employee is not required to work during the reduced activity period and does not have sufficient leave credits to cover all or part of the reduced activity period, the employee may request purchased leave. A request for purchased leave under this subclause E12.11 will be approved for the purpose of the reduced activity period.

E13 Public holidays

- E13.1 Employees are entitled to the following holidays each year as observed at their usual place of work in accordance with the FW Act:
- (a) 1 January (New Year's Day);
 - (b) 26 January (Australia Day);
 - (c) Good Friday and the following Monday;

- (d) 25 April (Anzac Day);
- (e) the King's birthday holiday (on the day on which it is celebrated in the relevant State or Territory);
- (f) 25 December (Christmas Day);
- (g) 26 December (Boxing Day);and
- (h) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally in that State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.

- E13.2 If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part-day is substituted for one of the public holidays listed above, then the substituted day or part-day is the public holiday.
- E13.3 The Agency Head and an employee may agree on the substitution of a day or part-day that would otherwise be a public holiday, having regard to operational requirements.
- E13.4 The Agency Head and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations Ceremonial Leave, NAIDOC Leave or Cultural Leave.
- E13.5 Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
- E13.6 An employee, who is absent on a day or a part-day that is a public holiday in the employee's usual place of work, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.
- E13.7 Where a public holiday falls during a period when an employee is absent on leave (other than annual, paid personal or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (for example, if an employee is on long service leave on half-pay, payment is at half-pay).
- E13.8 If under a law of a State or Territory, every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under paragraphs E13.1(a) to E13.1(h).
- E13.9 If a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the Agency Head may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change the planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in EL TOIL in recognition of the planned day off.

E14 APS holiday

- E14.1 Employees will observe an additional holiday, on the first business day after Boxing Day. Employees other than shift workers who are required to work on the APS Holiday will receive 100% loading for the time worked. The APS Holiday will be treated as a public holiday for all other purposes in this Agreement.

Part F – Leave

F1 General leave provisions

- F1.1 The Agency Head may grant a period of leave in accordance with this Part F. The Agency Head may require an employee to provide evidence to support an application for leave where relevant. Employees will not be required to provide evidence to access leave in accordance with clauses F3, F6, F12, F26 and F29.
- F1.2 Unless otherwise required by legislation or specified in this Agreement, leave with pay under this Part F (and clauses G5 and G11) will count as service for all purposes, and leave without pay under this Part F (and clauses G5 and G11) will not count as service.
- F1.3 The Agency Head will re-credit a relevant period of leave, and will approve reimbursement of reasonable incidental and travel expenses incurred by an employee:
- (a) whose leave is cancelled without reasonable notice; or
 - (b) who is recalled to duty while on approved leave.

Recrediting of leave

- F1.4 Where an employee is on:

- (a) annual leave;
- (b) purchased leave;
- (c) defence reservist leave;
- (d) First Nations Ceremonial leave;
- (e) NAIDOC leave;
- (f) cultural leave; or
- (g) long service leave, and

becomes eligible for, under legislation or this Agreement:

- (h) personal/carer's leave;
- (i) compassionate or bereavement leave;
- (j) jury duty
- (k) emergency service leave;
- (l) leave to attend to family and domestic violence circumstances; or
- (m) parental leave, premature birth leave, stillbirth leave or pregnancy loss leave,

the affected period of leave will be re-credited. This is in addition to the re-crediting of unpaid parental leave for personal/carer's leave under subclause F8.14.

- F1.5 When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.

- F1.6 Re-crediting is subject to suitable evidence of eligibility for the substituted leave.

Annual leave

F2 Accrual of annual leave

- F2.1 A full-time employee will accrue 23 days (172.5 hours) of annual leave for each full year of service.
- F2.2 A part-time employee will accrue annual leave on a pro rata basis, in accordance with their ordinary hours of duty.
- F2.3 An employee will not accrue annual leave during any periods of leave that do not count as service (or during any period of unauthorised absence).
- F2.4 An employee engaged in a remote locality may accrue additional annual leave in accordance with clause I9 (Remote localities) of this Agreement.
- F2.5 Annual leave will accrue daily and be credited monthly, in hours and minutes, based on a calculation of:

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

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

B = number of calendar days in the previous month

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

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

F3 Grants of annual leave

- F3.1 The Agency Head may grant an employee access to their paid annual leave credits at any time, in accordance with this clause F3.
- F3.2 In determining whether to grant an employee annual leave, the Agency Head will take into account achieving a balance between:
- (a) the employee's needs and preferences; and
 - (b) the capacity and needs of a team, workplace or business line to meet its internal or external service delivery requirements.

Requests to access annual leave will not be unreasonably refused.

- F3.3 The Agency Head may approve a request from an employee to access annual leave at full pay or half-pay. Where an employee accesses half-pay annual leave, half the period of leave taken will be deducted from accrued annual leave credits and the full period of leave will count as service for all purposes.
- F3.4 Where an employee has purchased leave credits available, they will not be entitled to access annual leave at half-pay unless approved by the Agency Head.
- F3.5 Employees are encouraged to use at least 2 weeks of annual leave per year, and are guaranteed access to their full year's annual leave entitlement in each year. Requests to access annual leave will be facilitated as possible, however, the timing of the leave will be subject to the considerations outlined in subclause F3.2.
- F3.6 Periods of annual leave will be paid at the same rate that the employee would have been paid had they performed their ordinary duties during this period. This will include payment of temporary higher duties allowances as relevant.

F4 Excess annual leave credits

- F4.1 "Excess annual leave credits" for the purpose of this clause F4 means that an employee has:
- (a) for a full-time employee, in excess of 345 hours (46 days) annual leave credits available;
 - (b) for a part-time employee, in excess of 2 times their annual leave entitlement;

- (c) for full-time employees in remote localities, in accordance with additional annual leave accruals as follows:

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

- F4.2 Where an employee has excess annual leave credits, the Agency Head and employee will seek to reach agreement on a leave management plan or on a mutually convenient time to reduce the annual leave entitlements balance to the limits specified at subclause F4.1. Where an employee's available credits are well in excess of the limits specified at subclause F4.1, they may be directed to access up to 25% of their total leave credits to reduce the employee's leave balance to the limits specified at subclause F4.1.
- F4.3 Where a mutually convenient time or a leave management plan cannot be agreed, the Agency Head may direct the employee to take leave, in a single block, within the following 3 months provided the employee has been given a minimum of one month's notice.
- F4.4 A direction given under subclauses F4.2 and F4.3 must be reasonable in the circumstances.
- F4.5 An employee cannot be directed to take leave under subclauses F4.2 and F4.3 where that employee has applied for and had an annual leave application refused within the previous 4 months, or they have a leave management plan in place.

F5 Cash out of annual leave

- F5.1 At any time during the operation of this Agreement, the Agency Head may allow an employee to cash out up to 10 days annual leave credits.
- F5.2 In order to be eligible to cash out annual leave credits under subclause F5.1, an employee must:
- (a) have taken at least 10 days of annual leave or long service leave in the 12-month period before they request the cash-out arrangement;
 - (b) retain annual leave credits of at least 20 days (150 hours) after the cash-out; and
 - (c) enter into a written agreement with the Agency Head to provide for the cash-out.
- F5.3 Cashed out annual leave will be paid to the employee at the rate that would have been payable to the employee had they taken the leave at the time the cash out agreement is made.

F6 Purchased leave

- F6.1 The Agency Head may allow an ongoing employee with at least 12 months of qualifying service to purchase up to 4 weeks of leave in a 12-month period.
- F6.2 Purchased leave, where accessed, will count for service for all purposes.
- F6.3 Leave is purchased at the rate of the employee's ongoing salary, applicable district allowance, and duties-related allowances (outlined in clause D3 of this Agreement) that apply at the date the leave is taken. Temporary higher duties allowance is not payable during periods of purchased leave.
- F6.4 Purchased leave is taken at the rate of the employee's ongoing salary, applicable district allowance, and duties-related allowances (outlined in clause D3 of this Agreement) that apply at the date the leave is taken. Temporary higher duties allowance is not payable during periods of purchased leave.
- F6.5 Purchased leave cannot be taken at half-pay, and must be used before an employee is eligible to access annual leave at half-pay, unless approved by the Agency Head.

- F6.6 Access to purchased leave will be subject to the considerations outlined in subclause F3.2.
- F6.7 Where an employee has paid for purchased leave, and has not accessed that leave prior to cessation of employment with the agency, the purchased leave will be reimbursed to the employee on cessation.
- F6.8 Where, on cessation of employment with the agency, an employee has accessed purchased leave in excess of the leave they have paid for:
- (a) the employee may elect to repay the outstanding amount; or
 - (b) if no such election is made, the Agency Head may, in accordance with a relevant Accountable Authority Instruction, deduct an amount equal to the outstanding amount from monies otherwise payable to the employee, or recover that amount as a debt due to the Commonwealth.
- F6.9 Where an employee provides supporting documentation, confirming they have a legitimate ongoing illness or one-off acute medical condition requiring an extended recovery period, the Agency Head, having considered other flexible working arrangements, may approve purchased leave where the employee's personal leave credits have been exhausted.

Personal/carer's leave

F7 Accrual of personal/carer's leave

- F7.1 A full-time employee will accrue 18 days (135 hours) of paid personal/carer's leave per year. After the first full year of service, this will progressively accrue daily and be credited monthly, subject to subclauses F7.5 to F7.10.
- F7.2 A part-time employee will accrue personal/carer's leave on a pro rata basis, in accordance with their ordinary hours of duty.
- F7.3 The Agency Head may approve a request from an employee to access personal/carer's leave at full or half-pay. Where an employee accesses half-pay personal/carer's leave, half the period will be deducted from accrued personal/carer's leave and the full period of leave will count as service for all purposes.
- F7.4 An employee will not accrue personal/carer's leave for any periods of leave that do not count as service or are unauthorised absences.
- F7.5 Full-time ongoing employees who are new to the APS will receive an initial credit of 18 days (135 hours) on commencement. Part-time ongoing employees who are new to the APS will receive a pro-rated amount of this initial credit, subject to subclause A9.1.
- F7.6 Ongoing employees who transfer to the agency from another APS agency, with no break in continuity of service, will not be entitled to the credits under subclause F7.5 (in accordance with clause F11), subject to subclause A9.1.
- F7.7 Non-ongoing employees who are new to the APS will receive a maximum credit of 18 days of leave on a pro rata basis, in accordance with their initial contract period on commencement. After the initial contract period or 12 months, whichever is shorter, personal/carer's leave will accrue daily and be credited monthly, in accordance with subclause F7.9.
- F7.8 Non-ongoing employees who transfer to the agency from another APS agency, with no break in continuity of service, will not be entitled to the credits under subclause F7.7).
- F7.9 After the first full year of service, personal/carer's leave will progressively accrue daily and be credited monthly at 11.25 hours on the first day of each month.
- F7.10 Employees covered by subclause 5 will commence accruing personal/carer's leave consistent with the arrangements in subclause F7.9 on the first day of the month after their commencement with the agency, and will receive a pro rata entitlement in respect of any time between their commencement of employment, and first monthly credit, that has not been covered by a credit of personal/carer's leave from their previous employer.

F8 Accessing personal/carer's leave

- F8.1 Employees may use leave accrued under clause F7 as "personal leave":

- (a) due to personal illness or injury;
 - (b) to attend medical appointments with a registered health practitioner; and/or
 - (c) to manage a chronic condition.
- F8.2 Employees may use leave accrued under clause F7 as “carer’s leave” to provide care or support for a family member (including a household member), or for another person they have caring responsibilities for, where the other person:
 - (a) is ill or injured and requires care or support in respect of the illness or injury
 - (b) is unable to attend a medical appointment or medical procedure without the employee’s personal support or assistance; and/or
 - (c) requires care or support during an unexpected emergency.
- F8.3 A person that an employee has caring responsibilities for, may include a person who needs care because they:
 - (a) have a medical condition, including when they are in hospital;
 - (b) have a mental illness;
 - (c) have a disability;
 - (d) are frail or aged; and/or
 - (e) are a child, not limited to the child of the employee.
- F8.4 Where their child is stillborn, a secondary caregiver may also use up to 2 weeks of their available personal/carer’s leave to supplement parental leave taken under subclause F19.1. For the avoidance of doubt, further personal/carer’s leave may be accessed in accordance with F8.1 and F8.2.
- F8.5 Employees must advise an appropriate person, as determined for their workplace, as soon as reasonably practicable of an absence or their intention to be absent. Generally, this should be prior to the employee’s scheduled start time wherever possible, unless there are circumstances beyond the employee’s control.
- F8.6 Supervisors will advise employees of the reporting arrangements for their workplace, including identifying the “appropriate person” for that workplace.
- F8.7 An employee may access 3 consecutive working days, and up to a total of 8 days of paid personal/carer’s leave (subject to available leave credits) in a calendar year, without providing suitable evidence to support the absence. These 8 total days make up part of an employee’s 18 days accrual.
- F8.8 In this clause F8, suitable evidence means:
 - (a) a certificate from a registered health practitioner;
 - (b) a statutory declaration;
 - (c) in respect of carer’s leave, evidence from an appropriate source such as a school or child care provider, or a statutory declaration; or
 - (d) another form of evidence approved by the Agency Head.
- F8.9 After an employee has accessed more than 3 consecutive working days or more than a total of 8 days of personal/carer’s leave without suitable evidence, in accordance with subclause F8.7, the Agency Head may require an employee to provide suitable evidence to support all further paid personal/carer’s leave in that calendar year. The Agency Head may notify an employee of such a requirement. A requirement to provide suitable evidence will not be made retrospectively.
- F8.10 Where the Agency Head has required an employee to provide suitable evidence to support absences from the

workplace, and that evidence cannot be provided to support absences, the Agency Head may deem the leave to be an unauthorised absence.

- F8.11 The Agency Head may grant unpaid personal/carer's leave where an employee does not have sufficient personal/carer's leave credits to access paid leave, or where an employee has been required to provide suitable evidence to support their absence and suitable evidence was not provided. For the avoidance of doubt, this clause does not restrict an employee's ability to access any entitlement to unpaid personal/carer's leave they may have under legislation.
- F8.12 Personal/carer's leave without pay does not count as service for the purpose of accruing annual or personal/carer's leave.
- F8.13 A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.
- F8.14 The Agency Head will grant available paid personal leave to an employee who provides suitable evidence that they are medically unfit for one day or more while on unpaid parental leave, in addition to the re-crediting of leave outlined in subclause F1.4.

F9 Defence Service Sick Leave

- F9.1 An employee is eligible for Defence Service Sick Leave credits when the Department of Veterans' Affairs (DVA) has certified that an employee's medical condition is as a result of either:
- (a) war-like service; or
 - (b) non-war-like service.
- F9.2 An eligible employee can get 2 types of credits:
- (a) an initial credit of 9 weeks (45 days) Defence Service Sick Leave (pro rata for part-time employees) will apply as at the following dates, whichever is later:
 - (i) they start employment with the APS; or
 - (ii) DVA certifies the condition; and
 - (b) an annual credit of 3 weeks (15 days) Defence Service Sick Leave (pro rata for part-time employees).
- F9.3 An employee can use their Defence Service Sick Leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA-certified medical condition.
- F9.4 Unused annual credits can be built up to 9 weeks.
- F9.5 Defence Service Sick Leave is paid and counts as service for all purposes.

F10 Longer-term caring leave

- F10.1 An employee may be granted unpaid leave for longer-term caring purposes.

F11 Portability of leave

- F11.1 Where an employee moves into the agency from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.
- F11.2 Where an employee is engaged in the agency immediately following a period of ongoing employment in the Parliamentary Services or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
- F11.3 Where an employee is engaged as an ongoing employee in the agency, and immediately prior to the engagement the person was employed as a non-ongoing employee (whether in the agency or another), at the employee's

request, any accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.

- F11.4 Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
- F11.5 Where an employee is engaged as an ongoing employee in the agency, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in subclause F11.2), the Agency Head will recognise any unused accrued personal/carer's leave at the employee's request. The Agency Head will advise the employee of their ability to make this request.
- F11.6 Where an employee is engaged as an ongoing employee in the agency, and immediately prior to the engagement the person was employed by a State or Territory Government, the Agency Head may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
- F11.7 For the purposes of subclauses F11.1 to F11.6, an employee with a break in service of less than 2 months is considered to have continuity of service.

F12 Long service leave

- F12.1 An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- F12.2 The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half-pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave under subclause F1.4 of this Agreement.

F13 Miscellaneous leave

- F13.1 The Agency Head may grant an employee miscellaneous leave, either with or without pay.
- F13.2 Leave under this clause F13 will generally not exceed 12 months.
- F13.3 Leave with pay under this clause will count as service for all purposes, and leave without pay under this clause will not count as service, unless otherwise specified in the relevant policy.
- F13.4 Casual employees may be granted paid miscellaneous leave in accordance with clause G5 or in accordance with a Government directive.

F14 NAIDOC Leave

- F14.1 First Nations employees will be entitled to access up to one day of paid leave per calendar year, to participate in NAIDOC week activities.
- F14.2 NAIDOC Leave can be taken in part-days.

F15 First Nations Ceremonial Leave

- F15.1 First Nations employees will be entitled to access up to 6 days of paid leave over 2 calendar years, to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
- F15.2 The Agency Head may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- F15.3 Paid leave and up to 10 days of unpaid leave granted under clause F15 will count as service for all purposes.
- F15.4 First Nations ceremonial leave can be taken as part-days.
- F15.5 First Nations ceremonial leave is in addition to compassionate and bereavement leave.

F16 Cultural Leave

- F16.1 The Agency Head will grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employee’s particular faith or culture.
- F16.2 The Agency Head may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- F16.3 Cultural leave can be taken as part-days.
- F16.4 Paid leave, and up to 10 days of unpaid leave over 2 calendar years, granted under this clause F16 will count as service for all purposes.
- F16.5 For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause F15.

F17 Parental leave

- F17.1 A primary caregiver, secondary caregiver and ML Act is defined in the definitions section at clause A8.
- F17.2 An employee who is a primary caregiver or secondary caregiver is entitled to parental leave up until 24 months from the date of the child’s birth or placement (parental leave period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.
- F17.3 For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements, and ceases 24 months from the date of birth. Medical certification requirements for the pregnant employee will be as required by the ML Act.
- F17.4 Conditions in this Agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this Agreement.

Payment during parental leave

- F17.5 An employee is entitled to parental leave with pay as per clauses F17.7 and F17.8 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee’s parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.
- F17.6 Employees newly engaged or who have moved to the Agency from another APS agency are eligible for the paid parental leave in clauses F17.7 and F17.8 where such paid leave had not already been provided by another APS or Commonwealth employer in the 24 months since the child’s date of birth or placement. If the paid leave used by the employee with the previous Commonwealth or APS employer is less than the limits specified in clauses F17.7 and F17.8, the balance is available to the employee.
- F17.7 An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in Table F1 below.

Table F1: Primary caregivers – circumstances for paid parental leave

Paid leave entitlement under the ML Act	Additional parental leave with pay under this Agreement for the primary caregiver
12 weeks’ paid maternity leave, including any reduced paid maternity leave period due to ML Act qualifying period rules	Paid leave to bring the total period of paid parental leave to 18 weeks
No ML Act eligibility or coverage	18 weeks

F17.8 An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in Table F2 below.

Table F2: Secondary caregivers – circumstances for paid parental leave

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

- F17.9 Parental leave with pay, whether provided as maternity leave under the ML Act or under this Agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part-time work arrangement, and can be taken concurrently with another parent in relation to the same child.
- F17.10 Rate of payment during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.
- F17.11 The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.
- F17.12 Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause F19.4 until after the legislated paid maternity leave is used.

F18 Adoption and long-term foster care leave

- F18.1 An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this Agreement for adoption or long-term foster care, provided that the child:
- (a) has not lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement; and
 - (b) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
- F18.2 Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.
- F18.3 An employee who is in the process of adopting a child may take up to 2 days' leave to attend any interviews or examinations required to obtain approval for the adoption. This leave may be taken as annual leave or purchased leave (where available), or as miscellaneous leave without pay.

F19 Stillbirth, pregnancy loss and premature birth

- F19.1 Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is 2 weeks (in addition to supplementary personal/carer's leave for secondary caregivers under subclause F8.4). A stillborn child is a child:
- (a) who weighs at least 400 grams at delivery or whose period of gestation was 20 weeks or more;

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

- F19.2 A pregnant employee who experiences, or an employee whose partner experiences, pregnancy loss is entitled to one week's paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.
- F19.3 Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this Agreement.
- F19.4 In circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation. Parental leave with pay is then available from what would have been 37 weeks' gestation in accordance with parental leave in this Agreement, noting the parental leave period commences on the child's date of birth.

F20 Return to work after parental leave

- F20.1 On ending primary caregiver leave, secondary caregiver leave, adoption or long-term foster care leave or general parental leave, an employee is entitled to return to:
- (a) the employee's pre-leave duties; or
 - (b) if those duties no longer exist, an available position for which the employee is qualified and suited at the same classification and pay (subject to clauses C5 and C6 of this Agreement) as applied pre-leave. Where this is not practical, other duties will be sought.
- F20.2 For the purposes of this clause F20, "duties" means those performed:
- (a) if the employee was moved to safe duties because of their pregnancy – immediately before that move;
 - (b) if the employee began working part-time because of their pregnancy – immediately before that part-time employment began; or
 - (c) otherwise, immediately before the employee commenced leave.

F21 Compassionate leave

- F21.1 Employees will be eligible for 3 days of paid compassionate leave on each occasion when:
- (a) a member of their family (including a member of their household) or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
 - (b) the employee or their partner has a miscarriage.
- F21.2 An employee may be asked to provide evidence to support their absences on compassionate leave.
- F21.3 Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part-days.
- F21.4 For casual employees, compassionate leave is unpaid.

F22 Bereavement leave

- F22.1 Employees will be eligible for 3 days of paid bereavement leave on each occasion when:
- (a) a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or
 - (b) a child is stillborn, where the child was a member of their family or household.
- F22.2 An employee may be asked to provide evidence to support their absences on bereavement leave.

F22.3 Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part-days.

F22.4 For casual employees, bereavement leave is unpaid.

Additional bereavement leave

F22.5 An employee may be granted:

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

F23 Emergency response leave

F23.1 In accordance with section 108 of the FW Act, an employee who engages in an eligible community service activity can get emergency response leave to volunteer for emergency management duties for:

- (a) the time engaged in the activity;
- (b) reasonable travelling time; and
- (c) reasonable recovery time.

F23.2 Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The Agency Head may provide additional emergency response leave with pay.

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

F23.3 Paid leave may be refused where the employee's role is essential to the agency's response to the emergency.

F23.4 An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.

F23.5 The Agency Head may approve reasonable paid and unpaid leave for ceremonial duties and training.

F23.6 Emergency response leave, with or without pay, will count as service.

F24 Jury duty

F24.1 Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.

F24.2 Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state or territory legislation.

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

F24.3 The employee is required to inform their supervisor before they are released from duty and provide evidence of the need to attend.

F24.4 If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the agency for the period of absence. This will be administered in accordance with the overpayments clause at C9.

F25 Defence reservist leave

F25.1 The Agency Head will give an employee leave with or without pay to undertake:

- (a) Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and

- (b) Australian Defence Force Cadet obligations.

F25.2 An employee who is a Defence Reservist can take leave with pay for:

- (a) up to 4 weeks (20 days) in each financial year (pro rata for part-time employees); and
- (b) an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro rata for part-time employees).

F25.3 Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.

F25.4 An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:

- (a) Australian Navy Cadets;
- (b) Australian Army Cadets; and
- (c) Australian Air Force Cadets.

F25.5 In addition to the entitlement at subclause F25.2, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.

F25.6 Paid Defence Reservist Leave counts for service.

F25.7 Unpaid Defence Reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.

F25.8 Unpaid leave taken over 6 months counts as service, except for annual leave.

F25.9 An employee will not need to pay their tax-free ADF Reserve salary to their agency for any reason.

F25.10 Eligible employees may also apply for annual leave, long service leave, leave without pay, top-up pay, or they may make up time, for the purpose of fulfilling ADF Reserve, CFTS, or Cadet Force obligations.

F25.11 An employee must notify the agency when the dates of ADF Reserve, CFTS, or Cadet Force activities are known and/or changed.

F26 Leave for emergency management situations

F26.1 An employee may be granted paid leave as required, for the purpose of rest relief after assisting in emergency management activities on behalf of the agency.

F27 Leave to attend proceedings (Witness leave)

F27.1 An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.

F27.2 An employee who is not covered under clause F27.1, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the Agency.

F27.3 An employee may otherwise be granted paid or unpaid miscellaneous leave by the Agency Head if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave or time off in lieu.

F27.4 The Agency Head may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

F28 Leave to represent Australia

F28.1 An employee may be granted a period of paid leave of up to one calendar week per occasion, for the purpose of representing Australia as an accredited official or competitor in the Olympic Games, Commonwealth Games and Paralympics.

F28.2 Leave granted under this clause F288 will be for the duration required to complete official duties or compete, plus reasonable travelling time and may be extended by further period of paid or unpaid leave depending on the circumstances.

F29 Temporary office closure

F29.1 An employee will be granted paid leave as required, where their office is temporarily closed and no alternative arrangements can be made.

F30 Special leave

F30.1 An employee may be granted up to 2 days of paid leave for the purpose of attending to personal emergencies:

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

F31 Early support leave

F31.1 An employee may be granted up to 3 days paid leave for early support purposes.

F32 Leave to accompany partners on Commonwealth postings

F32.1 An employee may be granted unpaid leave as required, for the period required where their current partner is posted with the Commonwealth.

F33 Leave for approved outside employment

F33.1 An employee may be granted unpaid leave, generally not exceeding 12 months, for the purpose of undertaking approved outside employment.

F34 Campaign leave

F34.1 An employee may be granted unpaid leave as required, for the purpose of assisting with an election campaign in their personal capacity.

F35 Unauthorised absence

F35.1 Where an employee is absent for any period without authority, the absence will not count as service for any purpose, and will not attract payment of salary.

F36 Payment in lieu of leave entitlements on death of employee or separation

Separation because of death

F36.1 When an employee dies, or the Agency Head has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the Agency Head must authorise payments to the partner, dependants or legal representative of the former employee, the amount to which the former employee would have been entitled had they ceased employment through resignation or retirement, or where legislation provides specifically for amounts calculated based on the death of the employee, those amounts. If payment has not been made within a year of the former employee's death, it should be made to their legal representative.

Separation other than by death

F36.2 An employee who separates from the APS (other than by death) will be paid in lieu of any unused annual leave. Payment will be made using the rate of the employee's final salary, including allowances that would have been included in the employee's salary during periods of annual leave.

F36.3 Long service leave will be paid out on separation only in accordance with the Long Service Leave Act 1976.

F36.4 An employee is not taken to have separated from the agency for the purpose of subclause F36.2 if:

- (a) they are an ongoing employee who ceases employment with the agency on one day and commences employment with another APS agency on the next working day; or

- (b) they are a non-ongoing employee who does not have a break in service between periods of engagement with the agency.

F37 Preservation of accrued entitlements

F37.1 This clause F37 preserves any leave that an employee accrued or purchased under the Previous Instrument.

Part G – Employee Support and Workplace Culture

G1 Integrity in the APS

- G1.1 The agency understands that procedural fairness is essential in building and maintaining trust with APS employees, and that it requires fair and impartial processes for employees affected by APS-wide or agency decisions.
- G1.2 Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the APS Code of Conduct in the PS Act.
- G1.3 Employees can, during their ordinary work hours, take time to:
 - (a) access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the agency; and
 - (b) attend agency mandated training about integrity.

G2 Respect at work

Principles

- G2.1 The agency values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The agency recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
- G2.2 The agency recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance, including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.

Consultation

- G2.3 The agency will consult with employees and their unions in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

G3 Workloads

- G3.1 The agency recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.
- G3.2 When determining workloads for an employee or group of employees, the agency will consider the need for employees to strike a balance between their work and personal life.
- G3.3 Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the agency and employee/s together must review the employees' workloads and priorities and determine appropriate strategies to manage the impact on the employee or group of employees.

G4 Employee Assistance Program (EAP)

- G4.1 Employees and their families will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by the agency and will be accessible on paid time.

G5 Family and domestic violence support

- G5.1 The agency will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.

- G5.2 The agency recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
- G5.3 Family and domestic violence support provisions, including paid leave, are available to all employees covered by this Agreement.
- G5.4 An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- (a) illness or injury affecting the employee resulting from family and domestic violence
 - (b) providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
 - (c) providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
 - (d) making arrangements for the employee's safety, or the safety of a close relative;
 - (e) accessing alternative accommodation;
 - (f) accessing police services;
 - (g) attending court hearings;
 - (h) attending counselling; or
 - (i) attending appointments with medical, financial or legal professionals.
- G5.5 This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part-days and will count for service for all purposes.
- G5.6 Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
- G5.7 These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
- G5.8 Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.
- G5.9 Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
- G5.10 Evidence may be requested to support the agency in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the agency will require, unless the employee chooses to provide another form of evidence.
- G5.11 An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.
- G5.12 The agency will take all reasonable measures to treat information relating to family and domestic violence confidentially. The agency will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the agency may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- G5.13 Where the agency needs to disclose confidential information for purposes identified in subclause G5.12, where it is possible the agency will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.

- G5.14 The agency will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support/s provided by the employer, unless otherwise required by legislation.
- G5.15 Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
- G5.16 The agency will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
- G5.17 Further information about leave and other support available to employees affected by family and domestic violence may be found in the Family and Domestic Violence Support Policy.

G6 Care advice service

- G6.1 The agency will facilitate access to advice for employees in relation to their caring responsibilities for elder relatives through an elder care advisory service where publicly available. The service will be provided at no cost to employees.

G7 Lactation and breastfeeding support

- G7.1 Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
- G7.2 The agency will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause G7.3. In considering whether a space is appropriate, an agency should consider whether:
- (a) there is access to refrigeration;
 - (b) the space is lockable; and
 - (c) there are facilities needed for expressing, such as appropriate seating.
- G7.3 Where it is not practicable for an agency site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
- G7.4 The agency will facilitate discussion between individual employees and their supervisor about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- G7.5 The supervisor and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working, or varying work hours on an ad hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may change over time.
- G7.6 Further information is available in the relevant policy guidance.

G8 Blood donation

- G8.1 An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. It includes reasonable travel time and employers will consider employees on duty.
- G8.2 The employee must inform their supervisor in advance of when they will be away from work before donating blood, plasma or platelets.

G9 Vaccinations

- G9.1 The agency will offer annual influenza vaccinations at no cost to all employees.
- G9.2 Where the agency requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

G10 Emergency management situations

- G10.1 In the event that the agency is required to respond to an emergency situation, either within Australia or overseas, the Agency Head may activate this clause G10 to assist in providing suitable terms and conditions of employment for those employees who are required to assist in that response.
- G10.2 In activating this clause G10, the Agency Head will:
- (a) determine which employees or groups of employees the decisions under this clause will apply to;
 - (b) reasonably take the needs and preferences of employees into account in that determination;
 - (c) determine the length of time for which any decisions will apply; and
 - (d) determine the clauses that will be varied in order to respond to the emergency situation.
- G10.3 The Agency Head may, under this clause G10, decide that some clauses of this Agreement will be varied for affected employees. Depending on the nature of the event, these clauses may include:
- (a) where work is performed;
 - (b) penalty rates (including shift or overtime);
 - (c) allowances;
 - (d) application of leave arrangements, such as miscellaneous leave; and/or
 - (e) timeframes for performance management.
- G10.4 A decision made under this clause G10:
- (a) must ensure that an employee's health and safety in the course of their duties is not adversely affected;
 - (b) must result in any terms and conditions provided under this clause G10 being more beneficial to the employee than what would have otherwise been available to the employee under the usual operation of this Agreement; and
 - (c) will be published on the agency's intranet once it is approved.

G11 Disaster support

- G11.1 Where an official disaster or emergency is declared and this prevents an employee from reasonably attending work, or where it impacts their household or home, the Agency Head will consider flexible working arrangements to assist the employee to perform their work.
- G11.2 Where flexible working arrangements are not appropriate, the Agency Head may grant paid miscellaneous leave to an employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.
- G11.3 In considering what period of leave is appropriate, the Agency Head will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth authorities

G12 Right to private practice

- G12.1 Subject to operational requirements, and where agreed between an employee and the Agency Head, an employee is entitled to engage in outside employment for a maximum of one half-day (3 hours and 45 minutes) per week, when averaged over a 12-month period, during normal working hours to:
- (a) work in private medical practice; or
 - (b) participate in other professional activity as approved by the Agency Head.
- G12.2 Subject to operational requirements, and where agreed between an employee, their supervisor and the Agency Head, an employee may access up to an additional four half days per month during normal working hours on the

basis that the employee “make up” this time or utilise leave without pay for such purposes.

G13 Employee identification

G13.1 Employees will have a choice about whether they provide their full name or only their first name in response to public enquiries, including in correspondence and face to face contact, unless legislation requires otherwise.

G14 Uniforms

G14.1 A subsidy program will be provided for employees who elect to purchase agency corporate wardrobe items.

G15 Commonwealth dwellings – rental contribution

G15.1 An employee who is provided with residential accommodation that is owned or leased by the Commonwealth will be required to pay 15% of their salary towards the rent of that accommodation.

G15.2 If Commonwealth accommodation is shared between more than one employee, the employees will each pay an equal share of the 15% contribution.

G15.3 Where an employee is required to supervise or control Commonwealth personnel or property outside of the employee’s ordinary hours of duty, the rental contribution payable by the employee will not exceed 10% of their salary.

G15.4 The Agency Head may reduce the contribution payable by an employee under this clause G15.

Part H – Performance and Development

H1 Learning and development

- H1.1 The agency is committed to ensuring that employees have the skills and knowledge they require to perform their duties, and supporting employee career development. Employees and supervisors have a joint responsibility to ensure employees have the skills and knowledge to perform their role. The agency will ensure that all employees have access to appropriate learning and development opportunities.
- H1.2 Employees will access at least 5% of their working hours for learning and development.
- H1.3 The supervisor and employee will work together to develop a Learning and Development Plan in accordance with subclause H8.2 that assists the employee to maintain their professional development and skills.

H2 Studies assistance

- H2.1 The Agency Head may, under this clause and in accordance with relevant policy, determine that an ongoing employee is an “approved student” for the purposes of providing studies assistance. The Agency Head will consider:
- (a) the personal development needs of the employee;
 - (b) the financial resources, operational needs and corporate goals of the agency;
 - (c) the effective work performance of the approved student;
 - (d) the length of the course; and
 - (e) the demonstrated requirements of the broader APS.
- H2.2 An approved student may receive studies assistance for full-time or part-time studies, in the form of:
- (a) paid leave;
 - (b) unpaid leave; and/or
 - (c) full or partial reimbursement of costs associated with studies.
- H2.3 An approved student is entitled to paid leave to attend examinations and/or formal assessments requiring attendance held during normal hours of duty including reasonable travel time.
- H2.4 Leave without pay for study purposes will count as service for all purposes other than annual leave and salary advancement if the approved student returns to the agency following their study leave.
- ### H3 Clinical professional development reimbursement
- H3.1 An employee is eligible to be reimbursed for professional development expenses incurred to assist in attaining and maintaining relevant and agreed skills and knowledge including relevant professional registration fees in accordance with this clause H3.
- H3.2 The reimbursement of professional development expenses:
- (a) must be in respect of agreed and relevant expenses which must be approved by the employee’s supervisor prior to the expense being incurred;
 - (b) will not count as salary for superannuation purposes;
 - (c) will be paid to the employee in the form of payment of invoices or the reimbursement of receipted expenses.
- H3.3 Each employee will be credited with 5 days’ paid leave on 1 July each year that may be accessed for purposes associated with their professional development in accordance with the following conditions:

- (a) the purpose and timing of the leave to be taken by the employee for their professional development must be approved by the employee's supervisor; and
- (b) the leave must be taken within 2 years of being credited to the employee or the entitlement to take that period of leave will be lost.

H3.4 The leave provided under clause H3.3 will be available on a pro-rata basis for employees commencing employment part way through a financial year.

H4 First Nations cultural competency training

H4.1 The Agency Head will take reasonable steps to ensure all substantive, ongoing Medical Officer 3 and Medical Officer 4 employees employed at the commencement of this Agreement or any new substantive, ongoing Medical Officer 3 and Medical Officer 4 employees who commence within the first 6 months of this Agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of this Agreement.

H4.2 Any new substantive, ongoing EL 2 employee who commences after 6 months of the commencement of this Agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

H5 Purpose of performance management

H5.1 The purpose of the performance management process is to:

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

H6 Principles of performance management

H6.1 Joint responsibility – employees and supervisors will participate in all aspects of the performance management process, including initiating reviews, and seeking and providing feedback as required; and be provided with resources and support to do so.

H6.2 Confidentiality – performance management processes, including access to and the use of performance data, will comply with privacy principles.

H6.3 No surprises – the performance process will ensure that employees are aware of their performance progress. Supervisors and managers should identify and address performance concerns at the earliest opportunity.

H6.4 Fair – the performance process will provide employees with an opportunity to respond to performance feedback, consistent with the principles of natural justice and will provide reasonable adjustments for employees with disability if required.

H6.5 Holistic – business related work outcomes and performance measures will be realistic, within the employee's control and consistent with their work level. The performance assessments will balance qualitative and quantitative evidence of employee performance.

H6.6 Representation – an employee may have a support person (who may be a union representative) at any stage of the performance process. All parties in a performance process will undertake discussions constructively. The support person's role may facilitate and may supplement direct discussions between the employee and their supervisor.

H7 Performance cycle

H7.1 The performance cycle for all employees will run from 1 July each year to 30 June in the following year.

H8 Performance process

H8.1 An employee and their supervisor will develop and agree on an Individual Performance Agreement within 8 weeks of:

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

H8.2 “Individual Performance Agreement” means a holistic plan that is consistent with an employee’s classification and outlines:

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

H8.3 Amendments to an Individual Performance Agreement to account for changes in an employee’s circumstances or business changes will be by agreement with the employee and their supervisor.

H8.4 An employee will be provided with reasonable support and feedback about their performance in discussion with their supervisor throughout the cycle.

H8.5 The employee and their supervisor will participate in a mid-cycle review of the employee’s performance against the Individual Performance Agreement, which will be completed in writing, by February in the relevant year. In this discussion, the employee will be provided with an indicative rating of their performance as part of this review.

H8.6 The employee and their supervisor will participate in an annual review of the employee’s performance against the Individual Performance Agreement, which will be completed in writing, by 15 August in the relevant year.

H8.7 Where an employee’s supervisor has not initiated a review in accordance with this clause H8, the employee will raise the matter with their supervisor’s direct manager.

H8.8 An employee’s overall performance (at the mid-cycle review and annual review stages) will be rated against the following scale, following discussions between the employee and their supervisor:

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

H8.9 Where at the time of the annual performance review an employee is accessing support under clause H9, or a Formal Performance Assessment (FPA) provided in clause H10, they will receive a performance rating of “Needs Improvement”.

H9 Support plan

- H9.1 This clause does not apply to non-ongoing and casual employees or employees on probation.
- H9.2 The purpose of this clause H9 is to support the employee to attain and sustain performance which meets expectations.
- H9.3 Where an employee's performance does not meet expectations with reasonable support and feedback, a supervisor may commence a support plan under this clause H9. This may occur at any stage during the performance cycle. This includes, but is not limited to, where an employee's performance has been rated as "Needs Improvement" in accordance with subclause H8.8.
- H9.4 A support plan is designed to be less formal, and intended to avoid the need to progress to the FPA process at clause H10.
- H9.5 Together, the employee and supervisor will develop and agree on a documented plan with realistic, reasonable and measurable performance expectations to improve the employee's performance in the identified area/s of concern. The plan outlines the support available to the employee including learning or training to improve performance, supervision and how progress is to be assessed. When additional calls may be monitored for a fixed period in response to identified performance issues, this will be included in the documented plan.
- H9.6 While an employee is receiving support under this clause H9, their Individual Performance Agreement is suspended. On successful completion, their Individual Performance Agreement will be updated to ensure it meets the principle as set out in subclause H6.5 ('holistic').
- H9.7 The support is to be available for a period of up to 8 weeks, but may end at any point after 4 weeks where the employee has met and sustained a level of "Meets Expectations". The 8-week period may be extended by up to 4 weeks of approved leave during this period.
- H9.8 Where an employee is reassessed as "Meets Expectations" within the period at subclause H9.7, the plan will end.
- H9.9 If the employee has not attained and sustained performance that "Meets Expectations" within the period at subclause H9.7, the Agency Head may initiate an FPA under clause H10.

Managing underperformance

H10 Formal performance assessment

- H10.1 This clause H10 does not apply to non-ongoing and casual employees or employees on probation.
- H10.2 The supervisor may initiate an FPA where an employee has been unable to meet expectations with reasonable support as provided in clause H9.
- H10.3 When a supervisor applies this clause H10, they will ensure that the employee is afforded procedural fairness and is advised of their right to be represented or have a support person assist them.
- H10.4 Where an FPA is initiated, the following applies:
- (a) written notice of assessment will be provided to the employee, which will identify areas of underperformance and schedule a formal discussion with the employee;
 - (b) the supervisor will have a formal discussion with the employee;
 - (c) an FPA plan will be developed and implemented, outlining required realistic, reasonable, and measurable levels of performance, and strategies to assist the employee attain and sustain performance at the "Meets Expectations" level; and
 - (d) regular reviews of the employee's performance will be conducted by the supervisor.
- H10.5 While an employee is participating in an FPA, their Individual Performance Agreement is suspended, and no salary advancement will be available.
- H10.6 At any stage in the process, where an employee has attained and sustained performance which "Meets

Expectations”, the Agency Head may determine that the FPA will cease and advise the employee in writing.

- H10.7 If an employee attains and sustains a level of performance which “Meets Expectations” and the FPA is ceased as provided in subclause H10.6, their Individual Performance Agreement will be updated to ensure it meets the principle as set out in subclause H6.5 ('holistic'). No salary advancement will be available.
- H10.8 The FPA will take no more than 8 weeks. This 8-week period will be extended by any periods of approved leave.
- H10.9 At any time during the FPA, the employee may consent to termination of employment. Where an employee agrees to have their employment terminated, they will be entitled to payment of a lump sum of any balance of the FPA period. The notice periods for termination of employment apply as specified in the FW Act, but will be deemed to run concurrently with the balance of the FPA period.
- H10.10 Where, at the end of the FPA, the employee has not attained and sustained the required standards of performance during the FPA, the Agency Head may take appropriate action, including:
- (a) reassign the employee to alternative duties at the same classification;
 - (b) reduction in classification in respect of unsatisfactory performance of duties; or
 - (c) terminate employment due to unsatisfactory performance of duties.
- H10.11 If within 12 months of completing an FPA, an employee’s supervisor identifies that an employee’s performance is below, and remains below, satisfactory standards for the same reasons, a new FPA can be commenced without undertaking a support plan in accordance with clause H9.

Part I – Travel and Location-Based Conditions

I1 Additional expenses incurred on official business

- I1.1 Where an employee is required to be absent from their usual place of work on official business and is not in receipt of a daily travel allowance, the Agency Head may approve reimbursement to the employee of reasonable additional expenses, including fares and parking, incurred by the employee as a result of being absent from their usual place of work.

I2 Travel allowances

- I2.1 These provisions apply where an employee is required to be absent from their usual place of work for official purposes.
- I2.2 Where an employee is required to be absent from their usual place of work for one or more days, including an overnight stay, the Agency Head will approve payment to the employee of a daily travel allowance, paid at the rates outlined in the relevant subscription service.
- I2.3 A daily travel allowance under subclause I2.2 will be payable for the first 21 consecutive days that an employee is absent from their usual place of work. Thereafter, clause I4 of this Agreement will apply.
- I2.4 The meal and/or accommodation components of a daily travel allowance will not be payable where the relevant expense is met by the agency or another organisation.
- I2.5 Where an employee chooses to stay in non-commercial accommodation, they will not be entitled to the accommodation component of a daily travel allowance. The Agency Head will instead approve payment to the employee of a non-commercial accommodation allowance of:
- (a) a one-off payment of \$104 (taxable), to cover the first and second night in a locality; and
 - (b) \$54 (taxable) per night for the third night and any subsequent nights.
- I2.6 An employee may choose to waive part or all of their entitlement to travel allowances. This waiver must be provided in writing prior to the commencement of the travel.

I3 Travel expenses, fares and travel time

Additional expenses

- I3.1 Where an employee incurs additional child care expenses as a result of being required to travel for official purposes, the Agency Head will approve reimbursement of reasonable additional expenses to the employee, where the employee provides suitable evidence of the additional expenses incurred.
- I3.2 Where the travel allowance paid to an employee under clause I2 of this Agreement is insufficient to cover reasonably incurred expenses while travelling, the Agency Head will approve payment of an additional amount to the employee to cover those expenses, where suitable evidence of the additional expenses is provided by the employee.
- I3.3 Where an employee becomes ill while travelling for official purposes, and incurs additional expenses as a result of being unable to return home, the Agency Head will approve reimbursement of actual expenses incurred, up to the rate of the daily travel allowance.

Fares

- I3.4 Where an employee becomes critically or dangerously ill while absent from their usual place of work for official purposes, and a support person and/or dependent child or children travels to be with the employee, the Agency Head will approve the reimbursement of reasonable fares incurred by the support person and/or dependent child or children.
- I3.5 Where an employee is performing duties while absent from their usual place of work, and is granted either compassionate or bereavement leave in respect of a partner, parent, child or sibling of the employee or their partner, the Agency Head will approve reimbursement to the employee for reasonable additional fares that would

not have been incurred had the employee been located at their usual place of work.

Travel time

I3.6 An employee will be considered to be on duty:

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

I3.7 When an employee spends time on personal matters, the employee is not considered to be on duty.

I4 Reviewed rate of travel allowance

I4.1 Where an employee is required to be absent from their usual place of work on official business for at least 21 continuous days in a single location, they will be entitled to a reviewed rate of travel allowance for any periods beyond 21 days which may include:

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

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

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

I5 Class of travel

I5.1 An employee required to travel in the course of their duties for official purposes will generally travel economy class while flying within Australia. The Agency Head may approve the employee travelling business class in exceptional circumstances.

I5.2 Where an employee is required to travel overseas for official purposes the Agency Head may approve travel in business class.

I5.3 For the purposes of this clause, "official purposes" does not include travel that forms part of the employee's professional development or is required to maintain a professional qualification.

I6 Overseas travel

I6.1 Overseas travel must be approved by the Agency Head prior to the commencement of travel.

- I6.2 Employees are entitled to travel overseas in business class (or equivalent). Where business class is not available, premium economy or economy class travel will be provided.
- I6.3 Where a member of an employee's household travels with the employee, and that person's travel is paid for by the agency, that person is entitled to travel at the same standard as the employee.
- I6.4 Employees are entitled to one paid rest day for air travel of over 12 hours duration, normally taken when they arrive at their destination and before they start work.
- I6.5 Employees who do not already have a passport will be reimbursed the cost of obtaining a passport, where this is required for official travel. Where a visa is required, the agency will meet the relevant costs.
- I6.6 Where an employee requires medication or vaccinations as a direct result of the requirement to travel overseas, the costs will be met by the agency.
- I6.7 An equipment allowance of \$296 is payable to employees who travel overseas. This allowance is provided to assist with the cost of travel equipment (such as luggage or suitable clothing) purchased as a result of the requirement to travel overseas on official travel, and to compensate for additional wear and tear on personal belongings. 50% of the allowance must be acquitted by receipts. This allowance is payable once every 3 years.
- I6.8 The agency will meet reasonable costs of accommodation, meals and incidentals incurred on official travel overseas, either through the provision of a Corporate Credit Card or by payment of relevant components of a daily travel allowance, in accordance with the rates contained in the relevant policy. Expenses incurred on a Corporate Credit Card must be within the rates determined by the relevant subscription service.

I7 Airline lounge membership

- I7.1 Where an employee is required to undertake air travel on a regular basis in the course of their duties for official purposes, the Agency Head may approve provision of an airline lounge membership. Administration of this arrangement will be supported by relevant policy.

I8 Relocation

- I8.1 Where an existing employee is required to relocate at the request of the agency (such as a promotion, or reassignment of duties determined by the Agency Head to be in the interests of the agency (including redeployment of an excess employee)), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
- I8.2 Where an employee is required to relocate on engagement with the agency, the employee will be provided with financial relocation assistance. The Agency Head may approve payment of reasonable financial relocation assistance costs to an employee who requests and receives approval to relocate for personal reasons.
- I8.3 The Agency Head may approve payment of the following allowances:

- (a) a one-off taxable payment of household establishment allowance, at the following rates as a part of financial relocation assistance:

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

and/or

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

- I8.4 The Agency Head will meet the following reasonable costs of relocation (or reimburse reasonable expenses to the employee, where it is not possible to directly meet the costs) as part of providing financial relocation assistance:

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

I8.5 The Agency Head may approve reimbursement to the employee of the following expenses as part of providing financial relocation assistance:

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

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

I8.6 Additional relocation assistance may be considered by the Agency Head at their discretion.

I8.7 The employee will cease to be eligible for payments under this clause I8 at the earlier of the date they cease employment with the agency or at the expiration of any time limits specified in this clause I8.

I8.8 Where expenses are met or paid under this clause I8 and the employee then ceases employment with the Australian Public Service within 12 months of the relocation, the Agency Head may decide to require the employee to repay up to 50% of the expenses paid under this clause I8. Amounts payable by an employee under this subclause I8.5 may, in accordance with a relevant Accountable Authority Instruction, be deducted from monies otherwise payable to the employee or recovered as a debt due to the Commonwealth.

I9 Remote localities

Coverage

I9.1 This clause I9 applies to employees who are eligible for assistance in accordance with clause D13 of this Agreement.

Additional annual leave

I9.2 A full-time employee will accrue annual leave at the rate (expressed in weeks) specified for their remote locality in Table I1 of this clause I9.

I9.3 A part-time employee is entitled to accrue pro rata leave under this clause I9 in accordance with the hours they work.

I9.4 Leave accrued under this clause I9 accrues in addition to annual leave available under clause F2 (annual leave).

District allowance

I9.5 An employee is entitled to a district allowance in accordance with:

- (a) the grading specified for the locality in [Table I1](#) of this clause I9; and
- (b) the rate for the applicable grade, as specified in the relevant subscription service; and
- (c) the relevant rate in the subscription service, depending on an employee's dependants.

I9.6 The district allowance is payable on a fortnightly basis in accordance with payment of salary.

I9.7 Part-time and casual employees eligible to receive payment of district allowance will be paid at the full rate.

Leave fares

I9.8 An employee may be entitled to leave fares in accordance with Table I1 of this clause I9, which accrues on a yearly (annual) basis, or every 2 years (biennial).

I9.9 An annual leave fare will lapse 2 years from the date the leave fare accrued, and a biennial leave fare will lapse 4 years from the date the leave fare accrued.

I9.10 An employee who has completed probation may elect to receive their leave fare as a cash payment. This election may be made at any time. Once an election has been made, all future entitlements will be processed as a cash payment on accrual.

I9.11 Cash payments will be made in accordance with the rates specified in Tables I1 and will be grossed up to reflect the tax rate applicable to the employee's annual salary.

Air-conditioning subsidy

I9.12 An employee residing in a Commonwealth dwelling is entitled to an air-conditioning subsidy in accordance with Table I1 of this clause I9.

Other fares assistance

I9.13 An employee will be entitled to:

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

Additional assistance

I9.14 An employee permanently residing in Nhulunbuy is entitled to return fares from Nhulunbuy to Darwin for them and their dependants, which accrue after 12 months of service at Nhulunbuy, and every 2 years thereafter.

I9.15 An employee permanently residing in Broken Hill is entitled to a weekly allowance of \$15.64 (where they have at least one dependant), or \$7.83 (where they have no dependants). The allowances in this subclause I9.15 will be increased in accordance with the pay rises at subclauses C5.2 and C5.3.

Table I1 – Active Locations

NSW

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

QLD

Location	Additional annual leave	District allowance	Leave fares	Adult cash out rate	Child cash out rate	Air-conditioning subsidy
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Bamaga	1.4	4	Annual	\$2560	\$2053	Nov – Mar
Biloela	0.4	1	No	N/A	N/A	No
Bowen	0.4	1	Biennial	\$601	\$601	No
Burketown	1.4	4	Annual	N/A	N/A	Sept – May
Cannonvale	0.4	1	Biennial	\$601	\$601	No
Charleville	0.6	2	Biennial	\$985	\$785	No
Cloncurry	1.0	3	Annual	\$1789	\$1449	No
Cooktown	1.0	3	Biennial	\$1853	\$1492	No
Doomadgee	1.4	4	Annual	N/A	N/A	Sept – May
Goondiwindi	0.4	1	No	N/A	N/A	No
Emerald	0.4	1	No	N/A	N/A	No
Hopevale	1.0	3	Biennial	N/A	N/A	No
Longreach	1.0	3	Annual	\$1263	\$1000	No
Mt Isa	0.6	2	Annual	\$1789	\$1449	No
Mornington Island	1.4	4	Annual	N/A	N/A	Sept – May
Normanton	1.4	4	Annual	\$2601	\$1914	Sept – May
Palm Island	0.6	2	Annual	\$1739	\$1337	No
Roma	0.4	1	Biennial	\$807	\$637	No
Thursday Island	1.4	4	Annual	\$2849	\$2316	Nov – Mar
Weipa	1.4	4	Annual	\$2509	\$2011	Oct – Mar

NT

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

Maningrida	1.4	4	Annual	\$3156	\$2570	Oct – Apr
Milingimbi	1.4	4	Annual	\$2860	\$2369	Oct – Apr
Nhulunbuy	1.4	4	Annual	\$2473	\$1995	Oct – Apr
Papunya	1.4	4	Annual	\$1727	\$1396	Nov – Mar
Santa Teresa	1.4	4	Annual	\$1727	\$1396	Nov – Mar
Tennant Creek	1.4	4	Annual	\$3535	\$2620	Nov – Mar
Tiwi Islands	1.4	4	Annual	\$2642	\$2065	Oct – Apr
Wadeye	1.4	4	Annual	\$2859	\$2149	Nov – Mar
Yuendumu	1.4	4	Annual	\$1727	\$1396	Nov – Mar

SA

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

WA

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

Part J – Consultation, Representation and Dispute Resolution

J1 Consultation

Principles

- J1.1 Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
- J1.2 The agency recognises:
- (a) the importance of inclusive and respectful consultative arrangements;
 - (b) employees and the relevant union(s) should have a genuine opportunity to influence decisions;
 - (c) the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
 - (d) consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
 - (e) the benefits of employee and union involvement and the right of employees to be represented by their union.
- J1.3 Genuine and effective consultation involves:
- (a) providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
 - (b) providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
 - (c) considering feedback from employees and the relevant union(s) in the decision-making process; and
 - (d) advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

When consultation is required

- J1.4 Consultation is required in relation to:
- (a) changes to work practices which materially alter how an employee carries out their work;
 - (b) changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
 - (c) major change that is likely to have a significant effect on employees;
 - (d) implementation of decisions that significantly affect employees;
 - (e) changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this Agreement); and
 - (f) other workplace matters that are likely to significantly or materially impact employees.

J1.5 The agency, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the agency. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

J1.6 Consistent with this Part J, prior to a HR policy being amended or introduced, the agency will make the policy available on the intranet for comment and feedback for a period of at least 2 weeks.

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

J1.7 This clause applies if the agency:

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

Representation

J1.8 Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.

J1.9 The agency must recognise the representative if:

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

Major change

J1.10 In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:

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

J1.11 The following additional consultation requirements in subclauses J1.12 to J1.18 apply to a proposal to introduce a major change referred to in paragraph J1.4(c).

J1.12 Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to subclause J1.5.

J1.13 Where practicable, an agency change manager or a primary point of contact will be appointed, and their details provided to employees and the relevant union(s) and/or their recognised representatives.

J1.14 The agency must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.

J1.15 As soon as practicable after proposing the change, or notifying of the change in circumstances described at subclause J1.5, the agency must:

- (a) discuss with affected employees and relevant union(s) and/or other recognised representatives:

- (i) the proposed change, including:
 - (A) the effect the proposed change is likely to have on the employees; and
 - (B) proposed measures to avert or mitigate the adverse effect of the proposed change on the employees, and
- (b) for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - (i) all relevant information about the proposed change, including the nature of the change proposed;
 - (ii) information about the expected effects of the proposed change on the employees; and
 - (iii) any other matters likely to affect the employees.

J1.16 The agency must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.

J1.17 However, the agency is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.

J1.18 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the agency, the requirements set out in subclauses J1.12 to J1.16 are taken not to apply.

Change to regular roster or ordinary hours of work

J1.19 The following additional consultation requirements in subclause J1.20 to J1.23 apply to a proposal to introduce a change referred to in paragraph J1.4(e).

J1.20 The agency must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.

J1.21 As soon as practicable after proposing to introduce the change, the agency must:

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

J1.22 The agency must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

Interaction with emergency management activities

J1.23 Nothing in this term restricts or limits the ability of a designated emergency management body to undertake

activities provided at section 195A(1) of the FW Act.

Agency consultative committee

- J1.24 The Agency Head may establish an agency consultative committee to discuss relevant workplace matters.
- J1.25 The National Consultative Committee (NCC) will operate subject to an agreed terms of reference and structure for the term of this Agreement. Representation on the committee will be in accordance with the terms of reference.
- J1.26 The agency's NCC is outlined in clause J2.

J2 National Consultative Committee

- J2.1 The NCC provides a forum to consult with employees, including Medical Officers, and, where they choose, their representatives about workplace changes, consistent with clause J1.
- J2.2 The agency recognises that genuinely consulting with employees and their representatives about matters that affect employees in the workplace is of benefit both to the agency and employees. In addition to consultation with the NCC, the agency may consult directly with employees, and where they choose their representatives.

J3 APS consultative committee

- J3.1 The Agency Head will support the operation of the APS consultative committee to the extent possible. This includes providing information requested by the Australian Public Service Commission to support the operation of the APS consultative committee, subject to legislative requirements.

J4 Dispute resolution

- J4.1 If a dispute relates to:
- (a) a matter arising under this Agreement; or
 - (b) the NES;
- this term sets out procedures to settle the dispute.
- J4.2 An employee or union who is covered by this Agreement may initiate and/or be a party to a dispute under this term.
- J4.3 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.
- J4.4 Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant supervisors. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
- J4.5 If a dispute about a matter arising under this Agreement is unable to be resolved at the workplace level, and all appropriate steps under subclause J4.4 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- J4.6 The Fair Work Commission may deal with the dispute in 2 stages:
- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the FW Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a

decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.

J4.7 While the parties are attempting to resolve the dispute using the procedures in this term:

- (a) an employee must continue to perform their work as they would normally in accordance with established custom and practice at the Agency that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
- (b) subject to paragraph J4.7(a), an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe;
 - (ii) applicable work health and safety legislation would not permit the work to be performed;
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

J4.8 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

J4.9 Any disputes arising under the Previous Instrument or the NES that were formally notified under clause A10 of the Previous Instrument before the commencement of this Agreement, that remain unresolved at the date of commencement of this Agreement, will be progressed under the dispute resolution procedures in this Agreement.

Leave of absence to attend proceedings

J4.10 Where the provisions of subclauses J4.1 to J4.5 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in subclause J4.3, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in subclause J4.5.

J5 Employee representation rights

J5.1 The agency respects the principles of freedom of association and recognises that it is every employee's right to freely decide whether or not to join and be represented by a union in workplace matters.

J5.2 The agency recognises that an employee may, in matters concerning their employment as referenced throughout this Agreement, choose to have a representative of their choice to support or represent them. A representative requested by an employee to act in this capacity may include a union workplace delegate, an elected representative, or a work colleague. The agency and the employee's nominated representative will deal with each other in good faith.

J5.3 Employee representatives play an important role in maintaining a positive workplace culture. The agency recognises that employees who represent other employees do so in addition to their usual duties.

J5.4 The role of employee representatives, including union delegates and other non-union employee representatives, is to be respected and facilitated.

J6 Delegates' rights

J6.1 Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to the agency.

J6.2 The role of union delegates is to be respected and supported.

J6.3 The agency and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

J6.4 The agency respects the role of union delegates to:

- (a) provide information, consult with and seek feedback from employees in the workplace on workplace matters;
- (b) consult with other delegates and union officials, and get advice and assistance from union officials;
- (c) represent the interests of members to the employer and industrial tribunals; and
- (d) represent members at relevant union forums, consultative committees or bargaining.

J6.5 The agency and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.

J6.6 Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.

J6.7 To support the role of union delegates, the agency will, subject to legislative and operational requirements, including privacy and security requirements:

- (a) provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
- (b) advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
- (c) allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications;
- (d) provide access to new employees as part of induction; and
- (e) provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.

J6.8 Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or agency before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

Part K – Separation and Retention

K1 Resignation

- K1.1 An ongoing employee will be required to provide at least 14 calendar days' notice of their intent to resign from the agency, unless:
- (a) the Agency Head and the employee agree to a shorter period; or
 - (b) the Agency Head waives the requirement to give notice.
- K1.2 At the instigation of the Agency Head, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
- K1.3 A non-ongoing or casual employee will be required to provide notice of their intent to resign in accordance with the terms of their contract or letter of engagement.

K2 Notice of termination

- K2.1 Where an ongoing employee's employment is terminated by the Agency Head, the employee will be entitled to be given prior written notice of the termination of their employment, in accordance with the table below:

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

- K2.2 The "period of notice" in the table in subclause K2.1 will be increased by one week where an employee has at least 2 years of continuous service, and is at least 45 years old.
- K2.3 The Agency Head may, at their discretion, decide not to give prior written notice in accordance with subclause K2.1. Where prior written notice is not given, the employee will be entitled to payment in lieu of the notice period provided in the table in subclause K2.1.
- K2.4 The "period of notice" in the table in subclause K2.1 does not apply to an employee whose employment is terminated because of serious misconduct.

K3 Definition of excess employee and application

- K3.1 Clauses relating to the management of excess employees will not apply to employees on probation, casual or non-ongoing employees.
- K3.2 An employee is an 'excess employee' if:
- (a) the employee is included in a class of employees employed in the agency where there are more employees in the class than is needed for the efficient, effective and economical operation of the agency;
 - (b) the employee's services cannot be effectively used because of technological or other changes in work methods of the agency, or changes in the nature, extension or organisation of functions of the agency; or
 - (c) the duties usually performed by the employee are required to be performed at a different locality, the employee is not willing to relocate to perform their duties, and the Agency Head has determined that clause K3 applies to that employee.

K4 Preventing excess employee situations

- K4.1 The agency will actively explore redeployment options initially within an employee's current Section, Branch and Division and then through the agency-wide job placement scheme, with a view to preventing excess employee situations.
- K4.2 The job placement scheme will consider employees who are potentially excess or who have been declared excess in isolation for vacancies, prior to advertising a vacancy and/or prior to utilising an order of merit list to fill a vacancy. To be found suitable for a vacancy, an employee who is potentially excess need only demonstrate that, with training, they would be able to satisfactorily perform the duties of the position within 3 to 6 months.
- K4.3 The supervisor of the affected employee(s) will consult with the employee(s) prior to the commencement of the redeployment process in accordance with clause J1 (consultation). An employee may choose to be represented in any such discussion. The affected employee(s) also have access to the EAP in accordance with clause H4.
- K4.4 An employee cannot be declared excess unless the agency has actively explored redeployment opportunities.

K5 Consultation with affected employees

- K5.1 Where the Agency Head considers that there is likely to be a need to identify an employee or employees as excess, the Agency Head will, as soon as practicable, advise the employee or employees and their representatives, in writing, and offer to hold discussions with the employee(s), to consider:
- (a) actions that might be taken to reduce the likelihood of the employee(s) becoming excess;
 - (b) redeployment opportunities for the employee(s) within the agency or another APS agency; or
 - (c) the possibility of retrenchment with the payment of a redundancy benefit.
- K5.2 This consultation period will extend for at least a 4-week period, but may be reduced with the written agreement of the affected employee(s).
- K5.3 The Agency Head may invite other employees who are not excess to express an interest in voluntary retrenchment under clause K5, where that arrangement would allow the redeployment of the excess employee(s).
- K5.4 An employee who is advised, in accordance with this clause K5, that they are likely to become excess, may seek a "job swap" with another employee who is interested in voluntary retrenchment, to allow the initial employee to be redeployed. This arrangement is subject to the Agency Head deciding that the other employee is a suitable employee for the purpose of the swap.

K6 Voluntary retrenchment

- K6.1 Where the Agency Head decides that an employee is excess to the agency's requirements, the Agency Head will:
- (a) advise the employee in writing of the decision, and may invite the employee to elect for retrenchment with the payment of a redundancy benefit;
 - (b) ensure the employee is provided, as soon as is practicable, with information on the entitlements they would be eligible to receive if retrenched, including superannuation options and taxation treatment of entitlements; and
 - (c) reimburse the employee up to \$604 for expenses incurred in seeking financial advice.
- K6.2 Where the Agency Head invites an excess employee to elect for retrenchment with a redundancy benefit, the employee will have 4 weeks in which to notify the Agency Head of their decision (the consideration period). Where the employee elects for retrenchment, the Agency Head may decide to retrench the employee, but will not give notice of termination of employment before the end of the consideration period without the agreement of the employee.
- K6.3 The consideration period can be reduced by agreement between the employee and the Agency Head. Where the period is reduced, the employee will, on termination of employment, be paid the unexpired period of the consideration period. The Agency Head may give notice of termination of employment in accordance with clause

K2 of this Agreement, or may decide to make a payment to the employee in lieu of notice.

K6.4 Only one invitation to elect for retrenchment with the payment of a redundancy benefit will be made to an excess employee.

K7 Redundancy benefit

K7.1 An employee who elects for retrenchment with a redundancy benefit and whose employment is terminated by the Agency Head under section 29 of the PS Act on the grounds that they are excess to the requirements of the agency, is entitled to payment of a redundancy benefit of an amount equal to 2 weeks' salary for each completed year of continuous service, plus a pro-rata amount for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the NES.

K7.2 The minimum sum payable under this clause K7 will be 4 weeks' salary, and the maximum sum will be 48 weeks' salary.

K7.3 The redundancy benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during their period of service and the employee has less than 24 years of full-time service (refer to subclause K8.2), subject to any minimum amount the employee is entitled to under the NES.

K8 Rate of payment for redundancy benefit

K8.1 For the purposes of calculating any payment for a redundancy benefit, salary will include:

- (a) the employee's salary at their substantive (ongoing) classification;
- (b) the employee's salary at a temporary higher classification, where the employee has been working at the higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination of employment; 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 of an office disturbance allowance under clause D10 of this Agreement.

K8.2 Where an employee has worked part-time hours during their period of service and the employee has less than 24 years of full-time service, the 2 weeks per year of service that relates to that part-time service will be paid on a pro rata basis as follows:

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

K9 Notice of excess employee termination

K9.1 Where the employment of an excess employee is to be terminated under section 29 of the PS Act on the grounds that they are excess to requirements, the Agency Head will give written notice of termination of 4 weeks (or 5 weeks for an employee who is over 45 with at least 5 years of continuous service).

K9.2 Where an employee's employment is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.

Note: an employee's entitlement to notice under this clause K9 replaces any entitlement the employee would have under clause K2 of this Agreement.

K10 Retention period

K10.1 An excess employee who does not agree to be retrenched with the payment of a redundancy benefit will be entitled to the following retention period:

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

K10.2 If an employee is entitled to a redundancy payment under the NES, the relevant period in subclause K10.1 will be

reduced by the number of weeks of redundancy pay that the employee will be entitled to under the NES, as at the expiration of the retention period (as adjusted by this subclause K10.2).

K10.3 The retention period will commence on the day the Agency Head advised the employee in writing that they are an excess employee.

K10.4 During the retention period, the Agency Head:

- (a) will continue to take reasonable steps to find alternative employment for the excess employee; and
- (b) may, with 4 weeks' notice, reassign the excess employee to duties at a lower APS classification.

K10.5 Where, under paragraph K10.4(b), an employee's duties are reassigned to a lower classification before the end of the retention period, the employee will receive income maintenance to maintain salary at the previous higher classification for the balance of the retention period. Where a salary is maintained under this subclause K10.5, the employee's eligibility for salary advancement in respect of paragraph C6.3(b) will be assessed against the employee's salary being within the salary range of the higher classification, not the new lower classification.

K10.6 The retention period will be extended by any periods of approved leave due to personal illness or injury of the employee (supported by suitable evidence) taken during the retention period (calculated in accordance with subclauses K10.1 and K10.2).

K10.7 The agency will observe relevant APS policies, including in respect of providing excess employees with redeployment assistance.

K10.8 It is the excess employee's responsibility to take all reasonable steps to identify and apply for suitable vacancies at their substantive classification level during the retention period.

K10.9 The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment, where those expenses are not met by the prospective employer.

K10.10 Where an excess employee is required to move the employee's household to a new locality, the Agency Head may approve payment or reimbursement of reasonable expenses where those expenses are not met by the prospective employer.

K10.11 Where the Agency Head is satisfied that there is insufficient productive work available for the employee within the agency during the remainder of the retention period, and that there are no reasonable redeployment prospects within the APS:

- (a) the Agency Head may, with the consent of the employee, terminate the employee's employment under section 29 of the PS Act; and
- (b) upon termination of employment, the employee will be paid a lump sum comprising:
 - (i) the balance of the retention period (as reduced under subclause K10.2 for the NES), and this payment will be taken to include the payment in lieu of notice of termination of employment under clause K2 of this Agreement; plus
 - (ii) the employee's entitlement to redundancy payment under the NES.

K11 Involuntary termination of employment at the end of the retention period

K11.1 In accordance with section 29 of the PS Act, the Agency Head may terminate the employment of the excess employee, without the employee's consent, at the end of the retention period.

K11.2 An excess employee's employment will not be terminated without their consent without the employee being given notice of termination under clause K2 of this Agreement. Wherever possible, this notice period will be concurrent with the retention period.

K11.3 An excess employee's employment will not be terminated without their consent if the employee has not been invited to elect for retrenchment with the payment of a redundancy benefit (under clause K6), or where the employee has elected for retrenchment with the payment of a redundancy benefit but the Agency Head has refused

to approve that election.

K12 Service for redundancy pay purposes

K12.1 The following types of services are counted in the calculation of service for the purposes of a redundancy benefit:

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

K12.2 For earlier periods of service to count, there must be no breaks between the periods of service, except where:

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

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

K12.3 Any period of service which ceased by way of:

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

will not count as service for redundancy pay purposes.

K12.4 Absences from work that do not count as service for leave purposes will not count as service for redundancy pay purposes.

Part L – Signatories

Signed on behalf of Services Australia by

David Hazlehurst

in his capacity as Chief Executive Officer, Services Australia

18 Canberra Avenue, Forrest, ACT 2603

Signature: _____

Date: _____

Signed on behalf of Medical Officer employees by

Sandra Armstrong

in her capacity as Individual Bargaining Representative

Level 7, 60 King William Street, Adelaide, SA 5001

Signature: _____

Date: _____

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