



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**Department of Infrastructure, Transport, Regional Development,
Communications and the Arts**
(AG2024/820)

DEPARTMENT OF INFRASTRUCTURE, TRANSPORT, REGIONAL DEVELOPMENT, COMMUNICATIONS AND THE ARTS ENTERPRISE AGREEMENT – 2024

Commonwealth employment

DEPUTY PRESIDENT COLMAN

MELBOURNE, 27 MARCH 2024

*Application for approval of the Department of Infrastructure, Transport, Regional
Development, Communications and the Arts Enterprise Agreement – 2024*

[1] The Department of Infrastructure, Transport, Regional Development, Communication and the Arts has applied under s 185 of the *Fair Work Act 2009* (the Act) for approval of an enterprise agreement, the *Department of Infrastructure, Transport, Regional Development, Communications and the Arts Enterprise Agreement – 2024* (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’. The Agreement provides numerous terms of employment 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.

[3] The Community and Public Sector Union (CPSU) has given notice under s 183 that it wants the Agreement to cover it. As required by s 201(2), I note that the Agreement covers the CPSU.

[4] The Agreement was approved on 27 March 2024 and will operate from 3 April 2024.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer
<AE523974 PR772783>

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Section 1: Technical Matters

Title

1. This agreement will be known as the Department of Infrastructure, Transport, Regional Development, Communications and the Arts Enterprise Agreement – 2024 (the Agreement).

Parties to the agreement

2. This agreement covers:
 - 2.1 the Secretary, for and on behalf of the Commonwealth of Australia as the employer;
 - 2.2 all employees in the department employed under the PS Act other than:
 - 2.2.1 Senior Executive Service employees or equivalent; and
 - 2.3 subject to notice being given in accordance with section 183 of the FW Act, the following employee organisation/s which were a bargaining representative for this agreement:
 - 2.3.1 Community and Public Sector Union (CPSU).

Operation of the agreement

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

Definitions

5. In this Agreement, the singular includes the plural. The following definitions apply to this agreement:

Agreement means the Department of Infrastructure, Transport, Regional Development, Communications and the Arts Enterprise Agreement - 2024.

APS means the Australian Public Service.

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

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

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

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

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

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

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

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

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

Department and the **department** mean the Department of Infrastructure, Transport, Regional Development, Communications and the Arts

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:

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

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

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

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

HDA means Higher Duties Allowance

LSL means Long Service Leave as defined in the LSL Act;

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

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

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

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

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

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

Ordinary hours, duty or work means an employee's usual hours worked in accordance with this agreement and does not include additional hours.

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

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

Part-time employee means an employee employed to work less than an average of 37 hours and 30 minutes per week in accordance with this agreement.

PCL means, Personal/Carers Leave

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

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

Relevant employee means an affected employee.

Salary means the employee's rate of pay specified in [Schedule A].

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

Secretary means the Secretary of the Department of Infrastructure, Transport, Regional Development, Communications and the Arts or the Secretary's delegate.

SES means the Senior Executive Service as defined in the PS Act.

Settlement period means a four week period commencing on a Thursday and ending on a Wednesday.

Shiftworker means an employee who is rostered on duty for a standard shift outside the period 6.30 am to 6.00 pm on any day of the week for a fixed period or on an ongoing basis.

Superannuation Act means the *Superannuation Act 2005 (Cth)*.

Usual place of work means the designated location identified on engagement, or as approved by the Secretary on a permanent or temporary basis.

Delegations

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

National Employment Standards (NES) precedence

7. 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 department in any respect when compared with the NES.

Closed comprehensive agreement

8. 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.
9. This agreement will be supported by policies and guidelines, as implemented and varied from time to time.
10. Policies and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this agreement, the terms of this agreement will prevail.

Individual flexibility arrangements

11. The department and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - 11.1. the agreement deals with one or more of the following matters:
 - 11.1.1. arrangements about when work is performed;
 - 11.1.2. overtime rates;
 - 11.1.3. penalty rates;
 - 11.1.4. allowances;
 - 11.1.5. remuneration; and
 - 11.1.6. leave and leave loading; and
 - 11.2. the arrangement meets the genuine needs of the department and employee in relation to one or more of the matters mentioned in clause 11.1; and
 - 11.3. the arrangement is genuinely agreed to by the department and employee.
12. The department must ensure that the terms of the individual flexibility arrangement:
 - 12.1. are about permitted matters under section 172 of the FW Act;
 - 12.2. are not unlawful terms under section 194 of the FW Act; and
 - 12.3. result in the employee being better off overall than the employee would be if no arrangement was made.
13. The department must ensure that the individual flexibility arrangement:
 - 13.1. is in writing;
 - 13.2. includes the name of the department and employee;
 - 13.3. is signed by the department and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

13.4. includes details of:

13.4.1. the terms of the enterprise agreement that will be varied by the arrangement;

13.4.2. how the arrangement will vary the effect of the terms;

13.4.3. 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

13.5. states the day on which the arrangement commences.

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

15. The department or employee may terminate the individual flexibility arrangement:

15.1. by giving no more than 28 days written notice to the other party to the arrangement; or

15.2. if the department and employee agree in writing – at any time.

16. The department and employee are to review the individual flexibility arrangement at least every 12 months.

Section 2: Remuneration

Salary increase

17. Salary rates will be as set out in Schedule A, Table 12 – Salary Scales of this agreement.
18. The base salary rates in Schedule A, Table 12 – Salary Scales include the following increases:
 - 18.1 4.0 per cent from the first full pay period on or after 1 March 2024 (14 March 2024);
 - 18.2 3.8 per cent from the first full pay period on or after 1 March 2025 (13 March 2025); and
 - 18.3 3.4 per cent from the first full pay period on or after 1 March 2026 (12 March 2026).
19. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the base salary rates in Schedule A, Table 12 – Salary Scales were calculated based on base salary rates as at 31 August 2023.

Payment of salary

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

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

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

21. The Secretary may approve the prepayment of an employee's salary.

Salary setting

22. Where an employee is engaged, moves to or is promoted in the department, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Secretary determines a higher salary within the relevant salary range under these salary setting clauses.
23. Secretary may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
24. In determining a salary under these salary setting clauses, the Secretary will have regard to relevant factors including the employee's experience, qualifications and skills.
25. Where an employee commences ongoing employment in the department immediately following a period of non-ongoing employment in the department for a specified term or task, the Secretary 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 department.
26. Where an employee commences ongoing employment in the department immediately following a period of casual employment in the department, the Secretary 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 department.

27. Where an APS employee moves to the department at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the Secretary will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
28. Where the Secretary determines that an employee's salary has been incorrectly set, the Secretary may determine the correct salary and the date of effect.
29. If an employee requests, in writing, and the Secretary agrees, a temporary reassignment of duties at a lower classification level, the Secretary may determine in writing the rate of salary applicable to the lower level that the employee will be paid.

Incremental advancement

Salary Progression

30. Employees will be entitled to progress one salary point up the salary scale applying to the employee's classification on 1 July each year, subject to meeting the requirements of clause 31.
31. Salary progression is subject to the employee:
 - 31.1 has participated in the department's performance management processes for a period of at least six months, including any periods of paid leave, in the previous performance management cycle; and
 - 31.2 has achieved a rating of at least equivalent to effective in the employee's performance management review.
32. Eligible service for salary progression will include:
 - 32.1 periods of paid leave and unpaid parental leave;
 - 32.2 periods of unpaid leave that count as service; and
 - 32.3 service while employed on a non-ongoing basis.
33. Employees who are acting at a higher classification, and satisfy the above eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.
34. Salary progression while acting at a higher classification will be retained for future acting duties at, or promotion to, that classification.
35. Eligible service for salary progression will include:
 - 35.1 One increment during periods of unpaid parental leave; and
 - 35.2 Service while employed on a non-ongoing basis.
36. Casual employees are not eligible for salary progression unless agreed by the Secretary.

Accelerated Salary Progression

37. A supervisor may submit a proposal to the Secretary, in writing, that an employee receive accelerated salary progression if the supervisor considers that the employee has demonstrated outstanding skills and competencies.
38. Upon receipt of a proposal under clause 37 the Secretary may progress an employee to the next salary point up the salary scale applying to the employee's substantive classification if the Secretary is satisfied that the employee:
 - 38.1 has participated in the Department's performance management processes for the previous six months;
 - 38.2 achieved a rating of 'exceeds expectations' at the previous performance management exchange; and
 - 38.3 at the time of the request for accelerated salary progression, the employee has continued to consistently exceed performance expectation for their level and has met several of the required performance standards of the next level up.

Superannuation

39. The department will make compulsory employer contributions as required by the applicable legislation and fund requirements.
40. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
41. The department 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 department's payroll system.

Method for calculating superannuation salary

42. The department will provide an employer contribution of 15.4 per cent of the employee's Fortnightly Contribution Salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation superannuation funds.
43. Employer contributions will be made for all employees covered by this agreement.
44. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

Payment during unpaid parental leave

45. Employer contributions will be paid on periods of unpaid parental leave in accordance with the requirements of the PSSap fund where the employee is a member of the PSSap, and where the employee is a member of an accumulation fund other than PSSap.

Overpayments

46. An overpayment occurs if the Secretary (or the department) provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
47. Where the Secretary considers that an overpayment has occurred, the Secretary will provide the employee with notice in writing. The notice will provide details of the overpayment.
48. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Secretary in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
49. If after considering the employee's response (if any), the Secretary 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.
50. The Secretary 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.
51. The department and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
52. Interest will not be charged on overpayments.
53. Nothing in clauses 46 to 52 prevents:
 - 53.1. the department from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
 - 53.2. the department from pursuing recovery of the debt through other available legal avenues; or
 - 53.3. the employee or the department from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Remuneration packages

54. Employees have access to flexible remuneration packages, provided that the employee meets any costs incurred by the department.
55. If an employee opts for flexible remuneration packaging on the basis of 'salary sacrifice', the employee's salary for purposes of superannuation or severance and termination will be determined as if the salary sacrifice arrangements had not taken place.

Section 3: Allowances and reimbursements

Introduction

- 56. Arrangements for payment of allowances and reimbursements are set out in the relevant department employment procedure.
- 57. Allowances will count for superannuation purposes in accordance with applicable superannuation fund rules.
- 58. Allowances, other than Meal Allowance and expense related allowances, or where otherwise indicated, will be paid on a pro rata basis for part-time employees.

Higher duties

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

Departmental Liaison Officer (DLO) allowance

- 65. The Secretary may approve payment of an annual allowance to an employee who performs the duties of Departmental Liaison Officer in the office of a Minister or Parliamentary Secretary.
- 66. An employee receiving the Departmental Liaison Officer Allowance will not be entitled to overtime in accordance with clause 154 to 158.
- 67. The annual rate of the Departmental Liaison Officer allowance is set out in **Table 1** below. The allowance will be paid fortnightly in accordance with an equivalent formula as the fortnightly pay formula detailed in clause 20.

Table 1: Department Liaison Officer allowance

From commencement of the Agreement	\$25,794
From 13 March 2025	\$26,774
From 12 March 2026	\$27,684

Meal allowance

68. Employees who work two hours of overtime on a normal rostered work day, or four hours on a non-work day, will be entitled to a meal allowance. The amount of the meal allowance will be the amount published from time to time by the Australian Taxation Commissioner as the reasonable amount for overtime meal expenses in the Commissioner's ruling on reasonable travel and meal allowance expense amounts.
69. Employees who work nine hours continuous overtime (inclusive of meal breaks) will be entitled to a further meal allowance.
70. Employees who are provided with an appropriate meal will not be entitled to a meal allowance.
71. Executive Level 1 and 2 employees who work extended hours may be entitled to payment for meal allowance.
72. Meal allowance will be paid to employees fortnightly through the payroll system.

Motor vehicle use

73. An employee may be authorised, in advance, to use a private motor vehicle owned or hired by the employee for official purposes if the Secretary decides that it is appropriate to do so, having regard to the individual circumstances. Use of the car for official purposes is at the employee's own expense and risk.
74. If an employee's private motor vehicle is approved for official purposes, the employee will be entitled to be paid the amount per kilometre as specified by the Commissioner of Taxation in accordance with section 28.25 of the *Income Tax Assessment Act 1997*.

Road Vehicle Standards Inspector (RVSI) allowance

75. An employee who is appointed as an inspector by the Secretary pursuant to section 49 of the Road Vehicle Standards Act 2018 to exercise the functions of an inspector, and where field work is as an important ongoing component of their role, shall be paid a RVSI allowance as set out in **Table 2** below:

Table 2: RVSI allowance

From commencement of the Agreement	\$4,107
From 13 March 2025	\$4,263

Table 2: RVSI allowance**From 12 March
2026**

\$4,408

- 75.1. The RVSI allowance will be paid fortnightly in accordance with an equivalent formula as the fortnightly pay formula detailed in clause 20 during the period the employee continues to be appointed as an inspector.
76. Eligibility for the allowance shall cease:
- 76.1. one month from the date on which the Secretary has determined that there is no longer a requirement for the employee to exercise the functions of an inspector in the field, or for the employee to be available to exercise the functions of an inspector in the field; or
- 76.2. from the date on which the employee has moved to a different role or employment area within the department; and
- 76.3. the employee is not required to exercise the functions of an inspector in the field as an important, ongoing component of their role.

Reimbursement for work related expenses

77. Employees may be reimbursed for fair and reasonable work-related expenses incurred during the course of, or arising out of their employment, if the Secretary so decides.

Workplace responsibility allowances

78. A workplace responsibility allowance will be paid where an employee is appointed by the department or elected to one of the following roles:
- 78.1. First Aid Officer;
- 78.2. Health and Safety Representative;
- 78.3. Emergency Warden;
- 78.4. Harassment Contact Officer; and
- 78.5. Mental Health First Aid Officer.
79. The rate of the fortnightly Workplace Responsibilities Allowance will be paid in accordance with **Table 3** below:

Table 3: Workplace Responsibility Allowance

**From
commencement
of the
Agreement**

\$32.58

**From 13 March
2025**

\$33.82

**From 12 March
2026**

\$34.97

80. Employees will not be paid more than one allowance for the responsibilities listed in clause 78 unless approved by the Secretary due to operational requirements.
81. The full allowance is payable regardless of flexible work and part-time arrangements.
82. An employee's physical availability to undertake the role will be considered by agencies when employees are appointed or elected to these roles by their peers. 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 First Aid Officers and Health and Safety Representatives depending on work group arrangements.
83. 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.

Community language allowance

84. A community language allowance will be paid where the Secretary 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 Secretary. Further information can be found in the relevant employment procedure.
85. The allowance is paid in accordance with the employee's level of competency as outlined in **Table 4** below:

Table 4: Community language allowance				
Rate	Standard	From the later of commencement or 14 March 2024	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 Secretary, for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the Secretary.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

86. The allowance is calculated annually and paid fortnightly.
87. The full allowance is payable regardless of flexible work and part-time arrangements.

- 88. The allowance is payable during periods of paid leave.
- 89. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

Section 4: Classifications and Broadbands

Graduate APS employees

- 90. Graduate APS employees will have a commencement salary of GRAD 1.1 (equivalent to APS 3.1) as specified in Schedule A, Table 13, or a higher increment as determined by the Secretary.
- 91. Graduate APS employees will undertake a course of training as determined by the Secretary.
- 92. Graduate APS employees will progress to the GRAD 1.2 increment (equivalent to APS 4.1) as specified in Schedule A, Table 13 following successful completion of rotations one and two and subject to effective performance.
- 93. On successfully completing their training and subject to effective performance, Graduate APS employees will:
 - 93.1. be assigned to the APS 3 classification in the Graduate broadband.
 - 93.2. immediately advance to APS 5 classification in the Graduate broadband.
 - 93.3. immediately following that advancement, transfer to the APS 5 classification at APS 5.1 level in the general APS classification structure as outlined in Schedule A, Table 12.

Trainee APS (Administrative) employees

- 94. Employees engaged as Trainee APS (Administrative) employees will have a commencement salary at the minimum salary point applying to the APS 1 classification under this Agreement, unless otherwise determined by the Secretary.
- 95. Trainee APS (Administrative) employees will undertake a course of training as determined by the Secretary.
- 96. On successfully completing their training, Trainee APS (Administrative) employees will progress to the maximum salary point applying to the APS Level 1 classification and will be assigned to this APS classification or such other classification which is in accordance with the *Public Service Classification Rules 2000*.

Trainee APS (Technical) employees

- 97. Trainee APS (Technical) employees have a commencement salary at the minimum salary point applying to the APS 2 classification under this Agreement, unless otherwise determined by the Secretary.
- 98. Trainee APS (Technical) employees will undertake a course of training as determined by the Secretary.

99. On successfully completing their training, Trainee APS (Technical) employees will progress to the minimum salary point applying to APS Level 3 and will be assigned to this APS classification or such other classification which is in accordance with the *Public Service Classification Rules 2000*.

Cadet APS employees

100. Subject to the following clause, Cadet APS employees' rates of pay as a percentage of the APS Level 2.1 salary point will apply as follows:
- 100.1. 100% when undertaking practical training; and
 - 100.2. 57% when undertaking full-time study.
101. Cadet APS employees will undertake a course of training as determined by the Secretary.
102. The department will assist Cadet APS employees to purchase compulsory books and any other equipment required for their studies.
103. On successfully completing their training, ongoing Cadet APS employees will progress to a salary point at or above the minimum salary point applying to APS Level 3 as determined by the Secretary and will be assigned to this APS classification or such other classification which is in accordance with the *Public Service Classification Rules 2000*.
104. The department's employment procedure sets out arrangements for Cadet APS Employees.

Broadbanding arrangements

105. The Secretary may determine the commencement salary and broadband progression requirements for entry level employees who are engaged through whole of government target programs, for example, targeted traineeships and apprenticeships.

Work Level Standards

106. 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.

Section 5: Working hours and arrangements

Job security

Commitment to ongoing employment and rebuilding APS capacity

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

Reporting

108. Where a consultative committee is in place, the department will report to the department 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 department.

Pathways to permanency

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

Casual (irregular and intermittent) employment

110. A casual (irregular and intermittent) employee is defined in the definitions section.
111. A decision to expand the use of casual employees is subject to clauses 499 to 519 of this agreement.
112. The department will regularly review the working arrangements of casuals to assess if they are genuinely performing irregular and intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
113. Remuneration for casual employees shall be on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
114. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the LSL Act and leave for family and domestic violence support.
115. A casual employee will be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
116. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

Non-ongoing employment

117. A non-ongoing employee is defined in the definitions section.
118. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
- 118.1. personal/carer's leave accrual at Section 6;

118.2. redundancy provisions at Section 11, subject to clause 119.

- 119. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at Section 11 will apply.
- 120. If the redundancy provisions apply to an employee under clause 119 the department must adhere to the consultation requirements at clauses 499 to 519 and where applicable clauses 553 to 555.

Working hours

- 121. Standard hours of work in the department are 7.5 hours per day (Monday to Friday), within the bandwidth of 7.00 am to 7.00 pm. This is a total of 37.5 hours per week or 150 hours per four-week settlement period.
- 122. A standard day for the purposes of leave, attendance (including flextime) and payment of salary shall constitute the hours 8.30am–12.30pm and 1.30pm–5.00pm.
- 123. Standard hours for part-time employees shall be those agreed between the employee and their supervisor in accordance with this Section.
- 124. An employee, including Executive Level, may refuse to work additional hours if those additional hours are unreasonable. Section 62(3) of the *Fair Work Act 2009* sets out the factors which must be taken into account in determining whether additional hours are reasonable or unreasonable, including:
 - 124.1. any risk to employee health and safety from working the additional hours
 - 124.2. the employee's personal circumstances, including family responsibilities
 - 124.3. the needs of the workplace or enterprise in which the employee is employed
 - 124.4. whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours
 - 124.5. any notice given by the employer of any request or requirement to work the additional hours;
 - 124.6. any notice given by the employee of their intention to refuse to work the additional hours; and
 - 124.7. the nature of the employee's role, and the employee's level of responsibility.
- 125. The department's employment procedure sets out arrangements for working hours.

Bandwidth

- 126. The Secretary may agree to an employee working a different pattern of hours either on a short-term or continuing basis, which may encompass any hours of the week (in alignment with flexible working arrangements clauses 200 to 227).
- 127. Regardless of the bandwidth applying to an employee, the employee must break for at least 30 minutes after five hours continuous work.

Flex for APS 1-6 classifications

- 128. Flextime is available to all APS Levels 1 – 6, Graduates and training/cadet employees, subject to operational requirements and the availability of work.

129. Part-time employees may access the same flextime arrangements as full-time employees but their maximum flextime credit and debit levels will be on a pro rata basis.
130. Flextime may not be used to vary a part-time employee's hours without the consent of the employee concerned.

Flextime credits

131. Employees may accrue flextime credit to a total of 30 hours. Where due to exceptional operational pressures, the supervisor and employee cannot take action to prevent the employee from exceeding the maximum flextime credit of 30 hours at the end of the settlement period, a higher flex credit may be carried over on a temporary basis to the end of the next settlement period.
132. Excess balances beyond 30 hours require the employee and supervisor to agree to a strategy to reduce the excess hours to under 30 hours within four weeks.
133. With the agreement of their supervisor and subject to operational requirements, an employee may take as much consecutive flextime leave as they have accrued. A request to utilise Flextime credits will not be unreasonably refused.
134. Notwithstanding clauses 131 and 133, employees should have an opportunity to exhaust their flextime credits before ceasing their employment with the department.
135. If an employee leaves the department any unexhausted flextime credit will not be paid out.

Flextime debits

136. Employees may carry forward a maximum flextime debit of 15 hours from one settlement period to the next.
137. Employees with a maximum flextime debit of 15 hours may be required to take any additional debits as Other Leave without pay.

Recording attendance - flextime

138. Employees and supervisors are responsible for ensuring that flextime attendance records are:
 - 138.1 completed accurately at time of commencement and finishing work; and
 - 138.2 promptly checked and certified by supervisors.

Reversion to standard hours

139. The Secretary may require an employee to work standard hours where it is reasonably considered that:
 - 139.1 standard hours are required to meet operational requirements; or
 - 139.2 the employee is misusing flexible working arrangements or flextime (in alignment with flexible working arrangements clauses 200 to 227); or
 - 139.3 the employee has been absent without authorisation under clauses 380 and 381.
140. Access to flextime will not be available where an employee is required to work standard hours under subclause 139.2 or 139.3.
141. Where reversion to standard hours is being considered, the proposed action should be discussed with the affected employee and a written explanation of the reasons for requiring the employee to revert to standard hours be provided.

142. Where an employee has been reverted to standard hours, they will work the prescribed standard hours of duty of 7 hours and 30 minutes per day, from 8.30 am to 5.00 pm (or other standard hours determined to genuinely address the employee's needs) for a period of time at the discretion of the Secretary.
143. The period of time that an employee is reverted to standard hours will be reviewed at regular intervals.

EL TOIL

144. Executive Level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
145. EL employees seeking to access Time Off In Lieu (TOIL) are required to keep records of their working hours using a method determined by the department.
146. A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.
147. The working arrangements for an EL employee should be agreed through discussion between the manager and the EL employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.
148. An EL employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL employee and their manager.
149. 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.
150. Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

Overtime

151. APS Level 1 – 6 employees are entitled to an overtime payment, if their supervisor has directed that they perform additional duties, as follows:
 - 151.1. For full time employees, in excess of 7 hours and 30 minutes worked on any day between Monday to Friday inclusive; **or**
 - 151.2. For part time employees, beyond the employee's agreed regular hours for the day; **or**
 - 151.3. For employees on a flexible work arrangement, beyond the employee's agreed regular hours for the day; **or**
 - 151.4. outside the bandwidth hours of 7:00 am to 7:00 pm, Monday to Friday (or the employee's agreed bandwidth hours); **or**
 - 151.5. on a public holiday or on weekends.
152. Executive Level 1 and 2 employees are not eligible for overtime payments except in appropriate circumstances as determined by the Secretary. Any overtime so paid must not include any payment of HDA as salary.

Emergency

153. APS Level 1 – 6 employees who are recalled to duty in an emergency at a time when they would normally not have been on duty will have the reasonable time taken to travel to and from emergency duty included in their overtime payment. In such cases, Motor Vehicle Allowance will also be payable if use of the employee's private vehicle for official duty has been approved. However, employees who commence normal work immediately after their emergency duty will be paid only for the inward journey.

Overtime Rates

154. The rates payable for overtime are as follows:

- 154.1. Monday to Saturday: one and a half times the hourly rate for the first three hours each day and double the hourly rate thereafter;
- 154.2. Sunday: double the hourly rate ;
- 154.3. Public Holiday: two and a half times the hourly rate (except for duty on a public holiday within agreed ordinary time worked, which will be paid at one and a half time the hourly rate in addition to normal salary payment for the day.

155. The rate of overtime includes any allowances being paid as salary.

Calculation of overtime will be rounded to the nearest quarter of an hour. The hourly rate of overtime payment is calculated according to the following formula:

Hourly rate

Annual Salary x 12 ÷ 313 ÷ 75

Overtime rate

Hourly rate x Overtime Rate

- **Time and a half rate**
Hourly rate x 150%
- **Double time rate**
Hourly rate x 200%
- **Double time and a half rate**
Hourly rate x 250%

156. Where an employee is required to attend work that is not continuous with ordinary hours of duty (including a meal period immediately before commencing overtime), the employee will receive a minimum penalty payment of 3 hours regardless of the time worked.
157. Where an employee is required to attend work more than once during the initial overtime period (3 hours) only one overtime payment will be made.
158. Where an employee is required to attend work for a period in excess of 3 hours (time worked in addition of the 3 hour period), overtime will be paid for each additional 15 minutes worked until the last attendance.

Rest Relief period

159. Employees should be provided a break of at least 8 consecutive hours before returning to duty, plus reasonable travelling time (the rest relief period).
160. The Secretary may direct an employee to resume or continue work without having had 8 consecutive hours off duty plus reasonable travelling time. If this occurs, employees will be paid at 200 per cent (double time) for time worked until the required rest relief period commences.
161. Rest relief is not applicable in circumstances where an employee is required to work overtime immediately before commencing ordinary duty.

Time Off In Lieu

162. Employees may elect, with the agreement of their supervisor, to forego overtime payments and take the time worked as TOIL credit.
163. Time credited as TOIL will be at the same rate as the applicable overtime rate. TOIL in lieu of overtime payment for APS 1-6 level employees is separate to a flextime credit. TOIL for EL employees is outlined in clauses 144 to 150.

Restriction

Eligibility

164. The Secretary will approve the provision of a restriction allowance payment to an employee where there is a requirement to be contactable and available to work for a specified period outside the employee's bandwidth hours (clause 121).
165. Restriction payment is payable whether or not the restricted employee is required to work during this period.

Restriction Rates

166. Weekly restriction allowance payable outlined in **Table 5** below:

Table 5: Weekly restriction allowance	
From commencement of the Agreement	\$616.76
From 13 March 2025	\$641.23
From 12 March 2026	\$663.03

167. For any period of restriction of less than one week (7 days), the employee will be paid the allowance on a pro-rata basis.
168. If an employee is on restriction and recalled to work:
- 168.1. APS1-6 employees will be paid overtime (a minimum payment of one hour will apply);

168.2. Under appropriate circumstances, a Secretary may approve EL TOIL (clause 144 to 150) or paid overtime to Executive Level employees (clause 152).

Shiftwork

169. An employee is a shiftworker if the employee is rostered on duty for a standard shift outside the period 6.30 am to 6.00 pm on any day of the week for a fixed period or on an ongoing basis.
170. Shiftworkers will receive the following penalty rates calculated on the employee's base salary as outlined in **Table 6** below:

Table 6: Shiftwork penalty rates	
Rostered time of work	Penalty rate
Work performed on a shift, any part of which falls between 6.00pm and 6.30am	15%
Work performed continuously for a period exceeding 4 weeks on a shift falling wholly between 6:00pm and 8:00am	30%
Work performed on a Saturday	50%
Work performed on a Sunday	100%
Work performed on a public holiday	150%

171. A casual (irregular and intermittent) employee as defined in clause 5 who is also a shiftworker, will receive, for each shift, the higher of the penalty rates prescribed in clause 170 or the casual loading set out in clause 113.
172. Penalty rates for shift work performed on a Saturday, Sunday or public holiday will be payable for any time worked after midnight on those days, including where the shift commenced the day before.
173. An employee is not eligible to accrue flextime while working on a shift.

Shift Rosters

174. The department may roster shiftworkers to work ordinary hours in shifts developed in consultation with employees in accordance with consultation requirements at clauses 499 to 519.
175. A standard shift should not exceed 10 hours and must not exceed 12 hours.
176. An employee who is a shiftworker may exchange the employee's rostered shift or rostered days off with another shiftworker by mutual agreement and with the consent of the Secretary, provided the exchange does not give any employee an entitlement to an overtime payment.
177. Following consultation in accordance with clauses 499 to 519, an employee who is required by the Secretary to change the employee's rostered hours of duty will be given a minimum of seven days' notice of the change. An employee can agree to waive the notice period.
178. If seven days' notice is not given, the employee will be paid overtime for that part of the shift that is outside the previous rostered hours of duty, until the notice period has expired.
179. If the failure to give seven days' notice is the result of another employee's illness or otherwise unanticipated absence, the Secretary and the employee may come to an agreement where the employee will be rostered off on an alternative day within the roster cycle. Should an alternative day not be available within the current cycle then overtime will be paid at the rate of time and a half, except for Saturdays, Sundays and Public Holidays when the shiftworker will be paid at the rate of double time.

Rest Breaks - shiftworkers

180. An employee who is a shiftworker is entitled to unpaid rest breaks as follows:
 - 180.1. Not less than 30 minutes taken no later than 5 hours after commencement of a shift
 - 180.2. Where the shift exceeds 10 hours, the employee will be provided with an additional break of 30 minutes provided that work will continue after the break is taken.
181. An employee who is a shiftworker is entitled to a break of at least eight consecutive hours off duty plus reasonable travelling time preceding the start of the employee's next shift.
182. A shiftworker may be directed by the Secretary to resume or continue duty without having had eight consecutive hours off duty plus reasonable travelling time. In this case, the employee will be paid at the rate of double time for the time so worked until the required rest break occurs.
183. Rest breaks do not apply to overtime worked unless the actual time worked (excluding reasonable travel time) is a minimum of three hours on each such occasion.

Extra Duty Overtime - shiftworkers

184. An employee who is a rostered shiftworker is entitled to overtime for extra duty performed on any day outside the employee's rostered hours of duty on that day but the amount of extra duty will not exceed 120 minutes in each 24 hour cycle.
185. An employee who is a shiftworker may be rostered for an overtime standard shift on not more than one of the employee's rostered days off.
186. A shiftworker who is required to attend a meeting either before commencing or after concluding their shift will be paid overtime for the period of time during which the shiftworker attends the meeting.

187. A shiftworker who is required to attend work on a rostered day off will be paid overtime for a period of time of not less than three hours at the rate of time and a half, except for Saturdays and Sundays when the shiftworker will be paid at the rate of double time.
188. The shift penalty rates set out in clause 170 are not payable for overtime hours worked by a shiftworker.

Public holidays – shiftworkers

189. Where a public holiday falls on a day that is a shiftworker's rostered day off, the shiftworker is entitled to be paid for the day absence as if that day was not a public holiday.
190. Where a public holiday falls on a day that a shiftworker is rostered to work, the employee is entitled to public holiday shift penalty set out in clause 170.
191. A rostered shiftworker will be paid double time for:
- 191.1. all work performed on a public holiday that is also the shiftworker's rostered day off; and
 - 191.2. all overtime worked on a public holiday.
192. For the purposes of this clause each of the ordinary working days (Monday to Friday) during the Annual Closedown will be treated as public holidays.

Leave – shiftworkers

193. An employee who is a shiftworker is entitled to apply for PCL on the basis that one day of PCL is equivalent to the duration of the rostered shift. If the period of PCL is less than the rostered shift, the amount of PCL that may be granted will be on an hour for hour basis.
194. The primary Annual Leave entitlement of 4 weeks (150 hours) per annum will accrue daily and be credited monthly in arrears, in hours and minutes.
195. During a period of Annual Leave, a shiftworker will be paid the employee's base rate of pay for the ordinary hours that would otherwise be worked by the employee during that period. The employee's base rate of pay includes any allowances in the nature of salary, and excludes shift penalties and other loadings. The employee's leave balance will be reduced by the number of ordinary hours that would otherwise be worked by the employee during that period.
196. An employee who is a shiftworker is entitled to an additional 3.75 hours of paid leave for each Sunday and Public Holiday on which the employee is rostered, but the period of additional leave to which the employee is entitled cannot exceed a total of 37.5 hours in each calendar year. For the purposes of this clause, a rostered shift of not less than three hours which starts or ends on a Sunday is a rostered Sunday shift.
197. If an employee has accumulated:
- 197.1. more than eight weeks of Annual Leave, in the case of an employee not entitled to additional leave under clause 196; or
 - 197.2. more than ten weeks of Annual Leave, in the case of an employee entitled to additional Annual Leave under clause 196,
- the Secretary may direct an employee to take paid Annual Leave to reduce the employee's Annual Leave balance to eight weeks or 10 weeks (as applicable).
198. The department will provide the employee with at least one month's notice prior to the date the employee is required to commence the leave.

Application - shiftworkers

199. In the event of any inconsistency between shift work provisions and any other provision in the agreement, the former prevails and the latter is of no effect to the extent of the inconsistency.

Flexible working arrangements

200. The department employees and their union recognise:
- 200.1. 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;
 - 200.2. access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
 - 200.3. 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;
 - 200.4. that flexibility applies to all roles in the department, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
 - 200.5. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
201. The department is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the department at all levels. This may include developing and implementing strategies through the department consultative committee.
202. 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

203. The following provisions do not diminish an employee's entitlement under the NES.
204. An employee may make a request for a formal flexible working arrangement.
205. The request must:
- 205.1. be in writing;
 - 205.2. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - 205.3. 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.
206. The Secretary must provide a written response to a request within 21 days of receiving the request.
207. The response must:
- 207.1. state that the Secretary approves the request and provide the relevant detail in clause 208; or

- 207.2. if following discussion between the department and the employee, the department and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
- 207.3. state that the Secretary refuses the request and include the following matters:
 - 207.3.1. details of the reasons for the refusal; and
 - 207.3.2. set out the department's particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - 207.3.3. either:
 - 207.3.3.1. set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the department would be willing to make; or
 - 207.3.3.2. state that there are no such changes; and
 - 207.3.4. state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.
- 208. Where the Secretary approves the request, this will form an arrangement between the department and the employee. Each arrangement must be in writing and set out:
 - 208.1. any security and work health and safety requirements;
 - 208.2. a review date (subject to clause 212); and
 - 208.3. the cost of establishment (if any).
- 209. The Secretary may refuse to approve the request only if:
 - 209.1. the department has discussed the request with the employee; and
 - 209.2. the department has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
 - 209.3. the department and the employee have not reached such an agreement; and
 - 209.4. the department has had regard to the consequences of the refusal for the employee; and
 - 209.5. the refusal is on reasonable business grounds.
- 210. Reasonable business grounds include, but are not limited to:
 - 210.1. the new working arrangements requested would be too costly for the department;
 - 210.2. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
 - 210.3. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;

- 210.4. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
 - 210.5. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
 - 210.6. 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.
- 211. For First Nations employees, the department must consider connection to country and cultural obligations in responding to requests for altering the location of work.
 - 212. Approved flexible working arrangements will be reviewed by the department and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

Varying, pausing or terminating flexible working arrangements

- 213. An employee may request to vary an approved flexible working arrangement in accordance with clause 205. An employee may request to pause or terminate an approved flexible working arrangement.
- 214. The Secretary may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 216.
- 215. The department 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.
- 216. Prior to the Secretary varying, pausing or terminating the arrangement under clause 214, the department must have:
 - 216.1. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
 - 216.2. 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);
 - 216.3. had regard to the consequences of the variation, pause or termination for the employee;
 - 216.4. ensured the variation, pause or termination is on reasonable business grounds; and
 - 216.5. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 207.3.

Working from home

- 217. The department 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.
- 218. The department may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.

- 219. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
- 220. The department will provide employees with guidance on working from home safely.
- 221. Employees will not be required by the department 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 department will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad-hoc arrangements

- 222. 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.
- 223. Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 224. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 203 to 216.
- 225. The department 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.
- 226. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the department should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

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

Part-time work

- 228. The Secretary may agree in writing to an employee working less than an average of 75 hours a fortnight over a specified period. A review will be undertaken after 12 months or a shorter period if agreed by the employee (in alignment with the flexible working arrangements clauses 200 to 227).
- 229. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
- 230. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
- 231. Salary, leave, benefits and allowances (other than Meal Allowance and expense related allowances, or where otherwise indicated) for employees who work part-time will be calculated on a pro rata basis, being the appropriate percentage of the salary, leave, benefits and allowances applying to full time employees (excluding Workplace Responsibility Allowance, clauses 78 to 83).
- 232. Part-time employees must work at least three hours on any agreed working day.

- 233. Applications to revert to full time employment or increase part-time hours for the purpose of maximising payments while on leave, for public holidays or salary for superannuation purposes will not be agreed.
- 234. Requests from employees returning from Maternity, Foster Carer, Adoption and Parental Leave to work on a part-time basis will be favourably considered.
- 235. The department's employment procedure sets out arrangements for part-time employment.

Annual closedown

- 236. The department's offices will be closed for normal business purposes from 25 December and resume normal business on the first working day following the first day of January ('the Annual Closedown').
- 237. Over the Annual Closedown, employees (other than shiftworkers) who work full-time are entitled to absent themselves for the ordinary working days (Monday to Friday) during that period and record on their attendance record approved Annual Closedown Leave. There will be no requirement to take Annual Leave or flextime leave over this period. Employees (other than shiftworkers) who work part-time are entitled to record the number of hours that they would have worked during the working days of approved Annual Closedown Leave.
- 238. A shiftworker will attend for any rostered shifts falling during the Annual Closedown, and will be paid for all ordinary hours worked in accordance with clause 170.
- 239. If an employee is recalled to duty to attend an emergency during a period of Closedown Leave, the employee will be entitled to overtime in accordance with clauses 151 and 152.

Public holidays

- 240. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
 - 240.1. 1 January (New Year's Day);
 - 240.2. 26 January (Australia Day);
 - 240.3. Good Friday and the following Monday;
 - 240.4. 25 April (Anzac Day);
 - 240.5. the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - 240.6. 25 December (Christmas Day);
 - 240.7. 26 December (Boxing Day); and
 - 240.8. any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.
- 241. 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.

242. The Secretary 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.
243. The Secretary 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.
244. 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.
245. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is at half pay.)
246. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 240.1 to 240.8.
247. An employee who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
248. Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the Secretary may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

Overseas posts

249. The following policies provide additional terms and conditions that may apply to employees posted to a departmental overseas post:
- 249.1. DFAT Whole of Government overseas conditions; or
 - 249.2. The department's Overseas Conditions of Service Manual.

Reimbursement for cancelled leave or recall to duty

250. Subject to the presentation of receipts for consideration by the Secretary, an employee may be reimbursed reasonable costs that are not recoverable which arise because the employee's approved leave is cancelled or the employee is recalled to duty while on Annual Leave or LSL.

Section 6: Leave

General

- 251. Leave may only be taken with the approval of the Secretary.
- 252. This clause 251 applies to employees other than shiftworkers. When an employee is on leave (other than LSL), the employee's leave balance will be reduced by the number of hours the employee would have worked on that day.

Note: Clauses 169 to 199 sets out the arrangements for shiftworkers.

Annual leave

- 253. Employees, other than casual employees, are entitled to 4 weeks (150 hours) paid Annual Leave per year of service.
- 254. Annual Leave for part-time employees accrues on a pro-rata basis.
- 255. Annual Leave will accrue daily and be credited monthly in arrears, in hours and minutes. Annual Leave will not accrue during any period of leave that does not count as service (including unauthorised absence). The crediting of Annual Leave monthly in arrears will not limit the employee's access to use this leave as it accrues.
- 256. Annual Leave counts as service for all purposes.
- 257. Annual Leave will not generally be paid in advance and in any case not be advanced across two financial years.
- 258. Annual Leave will be taken at a time agreed between the employee and the employee's supervisor.
- 259. Annual Leave may be taken at either full-pay or half-pay.
- 260. Approved Annual Leave may be cancelled and recredited where an employee makes application and the department agrees that special circumstances warrant this.
- 261. Where annual leave is cancelled or the employee is recalled to duty, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.
- 262. Annual Leave cannot be used to break periods of LSL except as provided for by the ML Act.
- 263. The department's employment procedure sets out arrangements for Annual Leave.

Cashing Out—Annual Leave

- 264. The Secretary may approve in writing an employee's written application to cash out up to four weeks of accrued Annual Leave per calendar year.
- 265. An employee may only apply to cash out Annual Leave if the employee:
 - 265.1. has at least 12 months continuous service in the APS; and
 - 265.2. has taken at least an equivalent amount of Annual Leave in the previous 12 month period to the amount they are seeking to cash out;

- 265.3. will have a remaining accrued entitlement to paid Annual Leave of at least four weeks after any cash out;
 - 265.4. each cashing out of a particular amount of paid Annual Leave must be in a separate written application to the Secretary and;
 - 265.5. the employee must be paid the full amount of what would have been payable to the employee had the employee taken the leave that the employee has forgone.
266. The department's employment procedure sets out arrangements for cashing out Annual Leave.

Directed Annual Leave

267. Where an employee's amount of accrued Annual Leave is approaching an equivalent of 12 weeks, the employee and the employee's supervisor should discuss and agree on a leave management strategy to reduce the amount of accrued Annual Leave.
268. Where an employee has accrued an equivalent of 12 weeks or more of Annual Leave, the Secretary may require an employee to absent themselves from the workplace and take Annual Leave on one month's written notice to the employee, unless there is an agreed strategy to reduce the accrued leave within three months. The Secretary may require an employee to take up to two weeks of Annual Leave in each instance. The employee may apply to take additional Annual Leave at this time.
269. The department's employment procedure sets out arrangements for Annual Leave.

Payment on Separation

270. On separation from the APS, an employee will be entitled to payment in lieu of Annual Leave accruals.
271. Payment in lieu will be calculated using the employee's final salary, including allowances that would have been included during Annual Leave. Remote localities assistance will be included in the calculation only for leave accrued in a remote locality.

Purchased leave

272. Subject to an employee having at least 12 months continuous service in the APS, the employee may apply to purchase up to 40 days additional leave per year. Purchased leave may be taken as consecutive days, single days or part days and will count as service for all purposes.
273. Purchased Leave will be purchased by a corresponding reduction in the employee's fortnightly pay over a 12 month period commencing on the first pay after the application to Purchase Leave is approved.
274. Purchased Leave must be used:
- 274.1. within 12 months of the application to purchase leave being approved; and
 - 274.2. in the case of shift workers, for an entire shift cycle
275. An employee will be refunded any unused Purchased Leave amount after 12 months, unless the employee receives written approval to carry the Purchased Leave over.
276. Applications for Purchased Leave will be considered having regard to the operational requirements of the department. To assist in this consideration, an application for Purchased Leave should include an indication of the period(s) during which the employee intends to use the Purchased Leave.

Personal/carer's leave

- 277. An employee is entitled to 20 days PCL per year.
- 278. PCL will accrue progressively and be credited monthly in advance (based on an employee's commencement date). Employees will be credited with one month PCL accrual on engagement or commencement with the department.
- 279. From no later than 1 January 2026, ongoing employees accrual method will transition to, 20 days PCL will be credited upon the employee's commencement with the APS. In subsequent years, the employee's leave will accrue daily, credited monthly.
- 280. From no later than 1 January 2026 non-ongoing employee PCL will be credited upon the employee's commencement with the department. This will be 20 days leave pro-rated based on the employee's initial contract period, and is capped at 20 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to PCL, leave will accrue daily, credited monthly.
- 281. PCL will be debited at the relevant full pay rate, unless the employee requests conversion to half pay, in which case only half the period will be deducted.
- 282. PCL will not accrue during any period of leave that does not count as service (including unauthorised absence).
- 283. An employee who receives compensation under the *Safety, Rehabilitation and Compensation Act 1988 (Cth)* for more than 45 weeks accrues PCL credit on a pro rata basis based on the hours worked.
- 284. Subject to notice and evidence requirements the Secretary will approve PCL for an employee:
 - 284.1. due to a personal injury or illness; or
 - 284.2. to attend appointments with a registered health practitioner; or
 - 284.3. to manage a chronic condition; or
 - 284.4. is providing care or support to a member of the employee's family, or a member of the employee's household, or a person they have caring responsibilities for because of:
 - 284.4.1. a personal illness or personal injury affecting the person; or
 - 284.4.2. an unexpected emergency affecting the person.
- 285. A person that an employee has caring responsibilities for may include a person who needs care because they:
 - 285.1. have a medical condition, including when they are in hospital;
 - 285.2. have a mental illness;
 - 285.3. have a disability;
 - 285.4. are frail or aged; and/or
 - 285.5. are a child, not limited to a child of the employee.
- 286. Except where it will result in an employee having fewer accumulated days of personal/carers leave that the employee is entitled to under the NES, the Secretary may also approve PCL because the employee is affected by a genuine emergency situation such as bushfires, floods and earthquakes.
- 287. An employee is required to give their manager notice of the taking of PCL, including notification of the reason for the PCL absence in accordance with the permissible reasons for taking PCL set out under clauses 284 to 285 and the expected period of absence.
- 288. If the employee is unable to provide prior notification of their intended PCL absence, employees must, as far as practicable, advise their manager of their intention to be absent no later than two hours after their normal start time on the day of their absence.

289. Where the period of expected absence extends beyond that originally notified, the employee must advise their manager as soon as practicable.
290. Evidence may be requested for an employee to be entitled to paid PCL, where the employee is absent from work:
- 290.1. for a period of more than three consecutive work days;
 - 290.2. for any absence taken in excess of ten days (pro-rata for part-time employees) paid PCL without supporting evidence in the preceding 12-month period.
291. Acceptable evidence for the purposes of PCL includes:
- 291.1. a certificate from a registered health practitioner;
 - 291.2. a statutory declaration; and
 - 291.3. another form of evidence approved by the Secretary.
292. 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.
293. The Secretary may allow an employee to take PCL without pay where paid PCL credits are exhausted, subject to the notice and evidence requirements.
294. The Department's employment procedure sets out arrangements for PCL.
295. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES. Further unpaid carer's leave may be granted.

Portability of leave

296. Where an employee moves into the department 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.
297. Where an employee is engaged in the department immediately following a period of employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
298. Where an employee is engaged as an ongoing employee in the department, 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 separation) and personal/carer's leave will be recognised.
299. 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.
300. Where an employee is engaged as an ongoing employee in the department and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 2), the Secretary will recognise any unused accrued personal/carer's leave at the employee's request. The Secretary will advise the employee of their ability to make this request.
301. Where an employee is engaged as an ongoing employee in the department, and immediately prior to the engagement the person was employed by a State or Territory Government, the Secretary may

recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.

302. For the purposes of clauses 296 to 301, an employee with a break in service of less than 2 months is considered to have continuity of service.

Re-crediting of leave

303. When an employee is on:

303.1. annual leave;

303.2. purchased leave;

303.3. defence reservist leave;

303.4. First Nations ceremonial leave;

303.5. NAIDOC leave;

303.6. cultural leave; or

303.7. long service leave; and

becomes eligible for, under legislation or this agreement:

303.8. personal/carer's leave;

303.9. compassionate or bereavement leave;

303.10. jury duty;

303.11. emergency services leave;

303.12. leave to attend to family and domestic violence circumstances; or

303.13. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

304. 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.

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

Long service leave

306. An employee is eligible for long service leave in accordance with the LSL Act.

307. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at 303 of this agreement.

Miscellaneous leave

308. The Secretary may approve Miscellaneous Leave with or without pay for a purpose that the Secretary considers to be in the interest of the department or where the employee is entitled to leave under the NES.

- 309. The Secretary may approve paid Miscellaneous Leave to casual employees to provide for family and domestic violence leave and otherwise by Government directive.
- 310. Miscellaneous Leave will generally be granted as leave without pay that does not count for service.
- 311. The department's employment procedure sets out arrangements for Miscellaneous Leave.

Cultural, ceremonial and NAIDOC leave

NAIDOC Leave

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

First Nations ceremonial leave

- 314. First Nations employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
- 315. The Secretary may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- 316. First Nations ceremonial Leave can be taken as part days.
- 317. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

- 318. The Secretary may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
- 319. The Secretary may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 320. Cultural leave can be taken as part days.
- 321. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 314.

Parental leave

- 322. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
- 323. 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.

324. 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.
325. Upon request the Secretary will agree to an extension of up to 12 months, to be taken as Miscellaneous Leave without pay, immediately following the end of the initial 24 month period of Parental Leave.
326. 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

327. An employee is entitled to parental leave with pay as per clauses 329 and 330 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.
328. Employees newly engaged in the agency or who have moved to the department from another APS agency are eligible for the paid parental leave in clauses 329 and 330 where such paid leave had not already been provided by another APS agency or Commonwealth employer in the 24 months since the child's date of birth or placement. If the paid leave used by the employee with the previous Commonwealth or APS employer is less than the limits specified in clauses 327 and 328 the balance is available to the employee.
329. 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 7** below.

Table 7: 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	18 weeks

Table 7: Primary caregivers - circumstances for paid parental leave

or
coverage

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

Table 8: 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

331. **Flexibility:** Parental leave with pay, whether provided as maternity leave under the ML Act or under this agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part time work arrangement, and can be taken concurrently with another parent in relation to the same child.
332. **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.
333. **Half-pay option:** The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

Adoption and long-term foster care

334. 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:
- 334.1. is under 16 as at the day (or expected day) of placement;
 - 334.2. has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and

- 334.3. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
335. 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.

Stillbirth

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

Pregnancy loss leave

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

Premature birth leave

340. In circumstances of a live birth before 37 weeks gestation a pregnant employee, or an employee whose partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks gestation. Parental leave with pay is then available from what would have been 37 weeks gestation in accordance with parental leave in this agreement, noting the parental leave period commences on the child's date of birth.

Transitional provisions

341. 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 340 until after the legislated paid maternity leave is used.

Compassionate leave

342. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- 342.1. 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
 - 342.2. the employee or their partner has a miscarriage.
343. An employee may be asked to provide evidence to support their absences on compassionate leave.
344. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
345. For casual employees, compassionate leave is unpaid.

Bereavement leave

346. Employees will be eligible for 3 days paid bereavement leave on each occasion when:
- 346.1. a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or
 - 346.2. a child is stillborn, where the child was a member of their family (including a member of their household).
347. An employee may be asked to provide evidence to support their absences on bereavement leave.
348. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
349. For casual employees, bereavement leave is unpaid.

Emergency response leave

350. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:
- 350.1 the time engaged in the activity;
 - 350.2 reasonable travelling time; and
 - 350.3 reasonable recovery time.

351. 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 Secretary may provide additional emergency response leave with pay.
- 351.1 For the purpose of this clause, full rate of pay is to be as if the employee was at work.
352. In addition to leave provided at clause 351, in relation to a voluntary emergency management activity, the Secretary will approve up to four days paid leave for each civil emergency response, to enable an employee who is a member of a State Emergency Service, fire-fighting service, search and rescue unit or other volunteer community service performing similar functions, to fulfil an obligation to that service in the event of a civil emergency.
353. The Secretary may approve additional paid or unpaid leave for an ongoing civil emergency response, or other related and appropriate activities such as regular training, reasonable travel, recovery time and ceremonial duties.
354. 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.
355. The Secretary may approve reasonable paid or unpaid leave for ceremonial duties and training.
356. Emergency response leave, with or without pay, will count as service.

Jury duty

357. 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.
358. Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.
- 358.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
359. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
360. 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 department for the period of absence. This will be administered in accordance with the overpayments clauses 46 to 53.

Defence reservist leave

361. The Secretary will give an employee leave with or without pay to undertake:
- 361.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
- 361.2 Australian Defence Force Cadet obligations.
362. An employee who is a Defence Reservist or who has Cadet Force obligations can take leave with pay for:
- 362.1 up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
- 362.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).

363. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
364. 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:
- 364.1 Australian Navy Cadets;
 - 364.2 Australian Army Cadets; and
 - 364.3 Australian Air Force Cadets.
365. In addition to the entitlement at clause 362 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.
366. Paid defence reservist leave counts for service.
367. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
368. Unpaid leave taken over 6 months counts as service, except for annual leave.
369. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

Defence service sick leave

370. 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:
- 370.1 warlike service; or
 - 370.2 non-warlike service.
371. An eligible employee can get 2 types of credits:
- 371.1 an initial credit of 9 weeks (45 days) defence service sick leave (pro-rata for part-time employees) will apply at the following dates, as of the later below option:
 - 371.1.1 they start employment with the APS; or
 - 371.1.2 DVA certifies the condition; and
 - 371.2 an annual credit of 3 weeks (15 days) defence service sick leave (pro-rata for part-time employees).
372. 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.
373. Unused annual credits can be built up to 9 weeks.
374. An employee cannot use annual credits until the initial credit is exhausted.
375. Defence service sick leave is paid and counts as service for all purposes.

Leave to attend proceedings

376. 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.

377. An employee who is not covered under clause 376 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 department.
378. An employee may otherwise be granted paid or unpaid miscellaneous leave by the Secretary if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.
379. The Secretary may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

Unauthorised absence

380. Where an employee is absent from work without approval, all salary and entitlements (including leave accrual) provided under this Agreement will cease to be available until the employee resumes work or is granted leave.
381. Where an employee is absent from duty without authorisation, the period of absence will not count as service for any purpose.

Section 7: Employee Support and Workplace Culture

Blood donation

- 382. 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.
- 383. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

Vaccinations

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

Employee Assistance Program

- 386. Employees, their partners, and their dependants/children will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by the department and will be accessible on paid time.
- 387. The department will:
 - 387.1 conduct and maintain a health and wellbeing program;
 - 387.2 provide access to specialist critical incident stress debriefing to employees as required.

Respect at work

Principles

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

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

Family and domestic violence support

391. The department will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
392. The department recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
393. Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.
394. 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:
 - 394.1 illness or injury affecting the employee resulting from family and domestic violence;
 - 394.2 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;
 - 394.3 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;
 - 394.4 making arrangements for the employee's safety, or the safety of a close relative;
 - 394.5 accessing alternative accommodation;
 - 394.6 accessing police services;
 - 394.7 attending court hearings;
 - 394.8 attending counselling; and
 - 394.9 attending appointments with medical, financial or legal professionals.
395. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
396. 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.
397. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
398. 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.
399. 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.
400. Evidence may be requested to support the department 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 department will require, unless the employee chooses to provide another form of evidence.

401. 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.
402. The department will take all reasonable measures to treat information relating to family and domestic violence confidentially. The department will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the department may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
403. Where the department needs to disclose confidential information for purposes identified in clause 385, where it is possible the department will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
404. The department 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.
405. 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.
406. The department 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.
407. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

Integrity in the APS

408. The department 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 department decisions.
409. 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.
410. Employees can, during their ordinary work hours, take time to:
 - 410.1 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
 - 410.2 attend department mandated training about integrity.

First Nations cultural competency training

411. The Secretary will take reasonable steps to ensure all substantive, ongoing EL2 employees employed at the commencement of this agreement or any new substantive, ongoing EL2 employees who commence within the first 6 months of this agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.

412. Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

Lactation and breastfeeding support

413. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
414. The department will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 415. In considering whether a space is appropriate, an agency should consider whether:
- 414.1. there is access to refrigeration;
 - 414.2. the space is lockable; and
 - 414.3. there are facilities needed for expressing, such as appropriate seating.
415. Where it is not practicable for a department site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
416. The department will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
417. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.
418. Further information is available in policy.

Disaster support

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

Return to work assistance

422. The department's employment procedure sets out arrangements for return to work assistance.

Section 8 – Performance and Development

Managing individual performance

- 423. Managers and employees have a mutual obligation to have a current performance agreement in place.
- 424. The department's performance framework comprises of:
 - 424.1. Ongoing, informal performance discussions; and
 - 424.2. Formal performance discussions as defined in the Performance Management Employment Procedure.
- 425. The performance management cycle is an annual cycle from 1 June to 31 May.
- 426. Employees must have a current performance agreement in place to be considered for any salary advancement.
- 427. The principles of the performance framework are:
 - 427.1. Managers and employees will engage in regular and ongoing performance and career conversations;
 - 427.2. Performance discussions are two-way; and
 - 427.3. Performance assessments will not come as a surprise to an employee.
- 428. The department's performance processes are detailed in the Performance Management Employment Procedure.
- 429. As part of six monthly performance management exchanges, each employee will be assessed against the following performance standards:
 - 429.1. **Exceeds expectations** – based on the performance agreement plans and the APS Work Level Standards, the employee has clearly and consistently demonstrated superior overall performance and made significant contributions, exceeding the performance standards for their level and meets several of the required performance standards of the next level up. Objectives not met were due to circumstances beyond the individual's control;
 - 429.2. **Effective** – based on the performance agreement plans and the APS Work Level Standards, the employee has consistently demonstrated effective performance and met the performance standards for their level. Objectives not met were due to circumstances beyond the individual's control;
 - 429.3. **Developmental** – based on the performance agreement plans and the APS Work Level Standards, the employee has generally demonstrated only some of the relevant capabilities and performance standards expected for their level;
 - 429.4. **Unsatisfactory** – based on the performance agreement plans and the APS Work Level Standards, the employee has not demonstrated the relevant capabilities and performance standards expected for their level.

430. Where an employee is rated as "Unsatisfactory", the employee's performance will be managed under a performance management process. The department's Managing Underperformance employment procedure sets out how underperformance is managed.

Managing underperformance

431. Underperformance is identified when a supervisor makes an assessment at any time during the performance cycle that an employee's performance needs improvement or is unsatisfactory.
432. Where underperformance is identified, the emphasis of managing underperformance processes will be to:
- 432.1. provide timely feedback to the employee;
 - 432.2. support the employee to achieve satisfactory performance;
 - 432.3. consider the individual circumstances of the employee;
 - 432.4. ensure principles of procedural fairness and transparency are followed;
 - 432.5. collaboratively identify appropriate learning and development activities to support a lift in performance;
 - 432.6. work with the employee to ensure performance expectations, measures and standards are reasonably communicated; and
 - 432.7. ensure that processes to manage underperformance are consistent with any required reasonable adjustments for the employee.
433. The employee should be provided the opportunity to make the supervisor aware of anything they may not otherwise be aware of that may be negatively impacting their performance. The supervisor should discuss with the employee any available support options such as EAP or flexible working arrangements, and take this additional information into consideration when assessing the employee's underperformance.

Employee support

434. An employee is entitled to be supported and/or represented by a person of their choice (including a union representative) at any stage during an underperformance process.
435. Notwithstanding clause 434 it is the responsibility of the employee to be actively engaged with an underperformance process of which they are party.

Informal process – Back On Track (BOT)

436. The purpose of the BOT process is to provide additional support to an employee to achieve effective performance. The BOT process is appropriate where a supervisor has first made reasonable attempts to identify the cause of underperformance and the employee has been unsuccessful in lifting their performance.
437. The duration of the BOT process will be at least four weeks, and generally not greater than six weeks (adjusted for part-time employees to provide a reasonable opportunity to achieve effective performance on a pro-rata basis).
438. The supervisor will inform the employee in writing of the commencement of the BOT process and the areas of improvement needed to achieve an 'effective' performance standard.

- 439. The delegate will inform the employee in writing of the outcome of the BOT process and next steps.
- 440. Where an employee has met the required standard of performance they will return to the normal performance management cycle.
- 441. Where an employee has not met the required performance standards through the BOT process, the delegate will provide the employee an opportunity to respond before making the final decision to proceed to the formal PIP process.

Formal process – Performance Improvement Plan (PIP)

- 442. A PIP provides an employee with a reasonable period of time to improve their performance to the required standard using a structured plan. A reasonable period of time is generally considered to be at least 4 weeks, and generally no greater than six weeks (adjusted for part-time employees to provide reasonable opportunity to achieve effective performance on a pro-rata basis).
- 443. The supervisor will notify the employee when a PIP will be implemented and provide the employee with written advice which outlines the details of the PIP, including the areas of improvement needed to achieve an 'effective' performance rating.
- 444. Upon formal notification of a PIP, the employee and the supervisor will meet to develop strategies to assist the employee to improve their performance over the duration of the PIP.
- 445. At the end of the PIP period, the delegate will determine if the employee has attained and sustained satisfactory performance.
- 446. If the delegate determines the employee has met the required standard of performance during the PIP, the employee will be notified in writing that the PIP process has been completed and no further action will be taken unless the employee is unable to maintain the expected standard of performance.
- 447. If the delegate determines the employee has not met the required standard of performance during the PIP, the delegate will inform the employee in writing and provide them an opportunity to respond before a final determination is made.
- 448. Where an employee has not met the required performance standards through the PIP process, the delegate may take one or more of the following actions:
 - 448.1. termination of employment
 - 448.2. reduction in classification
 - 448.3. reassignment of duties
 - 448.4. other appropriate action
 - 448.5. no action.
- 449. The delegate will inform the employee in writing of the proposed action(s) and provide the employee an opportunity to respond (generally a minimum of 7 calendar days) to the proposed action(s) before making a final decision.

Review of decisions

- 450. Decisions relating to performance may be reviewable in accordance with relevant legislation as outlined in the department's Review of Action Employment Procedure.

Workloads

- 451. The department 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.
- 452. When determining workloads for an employee or group of employees, the department will consider the need for employees to strike a balance between their work and personal life.
- 453. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the department and employee/s together must review the employees' workloads and priorities, and determine appropriate strategies to manage the impact on the employee or group of employees.

Study assistance

- 454. The department may provide meaningful study assistance as an investment in the capability of the department to support employees in their current and future roles. The Secretary may approve:
 - 454.1 Financial assistance sought on a reimbursement basis;
 - 454.2 Travel and accommodation, which will be paid by acquittal or reimbursement;
 - 454.3 Paid study leave during business hours (including attending course or conference and/or assignment preparation).
- 455. Study assistance is a joint commitment between the employee and the department to assist in building the capabilities of employees.
- 456. If an employee voluntarily leaves the APS (and not due to extenuating circumstances such as, but not restricted to and on a case-by-case basis, illness, redeployment, retrenchment or redundancy), or has their employment terminated due to misconduct within 12 months of the date of the financial assistance, the department may seek reimbursement of the financial assistance paid during this period.

Learning and development

- 457. The department is committed to fostering a culture of continuous learning and development to ensure employees have the skills, knowledge and capabilities relevant to their current duties and that support their future career development.
- 458. Access to all learning and development opportunities will be fair, reasonable and transparent.
- 459. Employees and their managers will collaboratively identify and discuss development plans which provide for meaningful learning and development for the employee's current work and career development goals.
- 460. Employee learning and development opportunities will generally occur within work time with adjustment of tasks if necessary.

Professional qualifications

461. The Secretary will reimburse costs associated with memberships and/or accreditations where a membership or accreditation is determined necessary for an employee to undertake their responsibilities for the department (including maintaining existing accreditation or certification).
462. The Secretary will approve paid work time where the membership or accreditation requires participation in training .

Section 9: Travel and Location-based Conditions

Travel

- 463. Wherever practical, domestic travel should be undertaken within the employee's bandwidth (normally – 7am to 7pm, Monday to Friday).
- 464. Domestic travel undertaken within the employee's bandwidth (normally 7.00am to 7.00pm, Monday to Friday), is considered time on duty. Hours beyond an employee's normal working hours will accrue as flex time for APS level staff and TOIL for EL staff.
- 465. For domestic travel outside an employee's bandwidth (or outside ordinary working hours for shift workers, or employees on standard working hours (8.30am to 5.00pm):
 - 465.1 APS Level 1-6 employees may claim time off in lieu (TOIL), at the relevant overtime rate;
 - 465.2 Time Off In Lieu (TOIL) may be applicable for Executive Level employees under clause 144 to 150.
- 466. The Secretary may agree to pay overtime for an APS 1 – 6 level employee undertaking domestic travel.
- 467. Where an employee is required to travel for work, the department will cover reasonable costs of travelling, accommodation, meals and other incidental expenses. Any such costs will be managed through the travel management system, travel card, corporate credit card, or reimbursement for expenses incurred.
- 468. The department acknowledges that employees may be required to travel internationally as part of their duties. Where possible employees will be provided time to rest after travel. Details relating to international travel can be found in the relevant employment procedure.

Relocation assistance

- 469. Where an existing employee is required to relocate at the request of the department (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
- 470. Where an employee is required to relocate on engagement with the department, the employee will be provided with financial relocation assistance.
- 471. Reasonable expenses associated with the relocation include:
 - 471.1 the cost of transport of the employee, dependents and partner by the most economical means;
 - 471.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependents and partner;
 - 471.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
 - 471.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
- 472. Additional relocation assistance may be considered by Secretary discretion.

Remote localities

473. Employees who are required by the department to work in roles that are in a remote locality will receive assistance in line with the provisions of this Agreement.
474. Employees based in Cairns, Darwin and Townsville are excluded from the Remote Localities provisions of this Agreement.
475. The methodology prescribed in clause 12.2 of the *Australian Public Service Enterprise Award 2015* (as varied from time to time) will be used to determine whether a location attracts the remote locality conditions set out in clause 477 below and the level of conditions which apply. A list of locations determined to be remote will be set out in the relevant employment procedure.
476. If work is required to be performed in a remote location or unique circumstances arise that are not considered in this Agreement, the Secretary may determine appropriate allowances to be applied in accordance with this principle.
477. Employees in roles that are required to be performed in the remote localities are eligible to receive assistance in the form of:
- 477.1 an annual Remote Localities Allowance (RLA) paid fortnightly at the rates set out in Table 9;
 - 477.2 additional leave as outlined in Table 10, pro rata for part time; and
 - 477.3 Leave Fares Assistance (LFA) in accordance with clauses 486 to 490 set out in Table 11

Table 9: Remote Locality Allowance

Location	Condition	From the later of commencement or 14 March 2024	14 March 2025	14 March 2026
Grade 1	With Dependents	\$2,518	\$2,614	\$2,703
	Without Dependents	\$1,275	\$1,323	\$1,368
Grade 2	With Dependents	\$6,048	\$6,278	\$6,491
	Without Dependents	\$3,331	\$3,458	\$3,576
Grade 3	With Dependents	\$8,230	\$8,543	\$8,833
	Without Dependents	\$4,672	\$4,850	\$5,015
Grade 4	With Dependents	\$12,692	\$13,174	\$13,622
	Without Dependents	\$8,963	\$9,304	\$9,620

Table 10: Additional Annual Leave

Location	Additional Annual Leave Per Annum
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Grade 1	1 day
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Grade 2	2 days
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Grade 3	3 days
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Grade 4	4 days
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Table 11: Leave Fare

Location	Leave Fare
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Grade 1	No
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Grade 2	Yes
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Grade 3	Yes
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Grade 4	Yes
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478. Details of the assistance provided to departmental locations based on these conditions are set out in the relevant employment procedure.
479. Reimbursement of RLA and LFA will be provided where it is not possible to book transport for air or surface travel through the department's travel management provider.
480. For the purposes of the RLA rates and LFA clauses 486 to 490, an eligible Dependant is a Dependant (as defined in clause 5) who also:
- 480.1 has ordinarily resided with the employee for the previous 12 months; and
 - 480.2 receives an income, if any, less than the national minimum wage; or
 - 480.3 a child of the employee who does not ordinarily live with the employee, but is provided substantial financial support
481. RLA does not count as salary for superannuation, long service leave in lieu or severance payment purposes.
482. An employee with a Spouse/Partner who is also an employee of an APS agency and is entitled to RLA will be regarded as an employee without Dependents for the calculation of the allowance.

Payment of RLA during Periods of Leave

483. The RLA will be paid during periods of personal/carer's leave, annual leave, long service leave and other paid leave. However, for long service leave the allowance is paid only if the employee resides in the locality while on long service leave.

Payment of RLA for a Temporary Period

484. An employee required to perform a role in a temporary capacity may be paid RLA in a locality that would normally attract the payment of RLA, if the Secretary considers this appropriate. In these

circumstances RLA is generally payable after the first 21 days. Further information is contained in the relevant employment procedure.

Education Allowance

485. Employees in roles that are required to be performed in the remote localities, that have dependent children attending secondary school may be entitled to an education costs allowance if the dependent child does not move with them to the remote locality. Further information is contained in the Employment Procedure.

Leave Fare Assistance

486. As set out in **Table 11**, employees in roles that are required to be performed in a remote locality for a continuous period of 12 months or more will be entitled to receive LFA on an annual basis for themselves and their eligible Dependents who meet the conditions of clause
487. LFA is not payable in respect of a dependent child under two years of age.
488. An employee's LFA entitlement will become available 12 months after their commencement in the remote locality and annually thereafter while the employee continues to work in a remote locality.
489. LFA is payable only when an eligible employee takes at least five days annual leave away from the remote locality. The Christmas shut-down period will count towards the required five days of annual leave.
490. Employees who cease employment with the department after working in a role performed in a remote locality for a continuous period of 12 months will be paid out for any unused LFA they became entitled to over the last 24 months. In exceptional circumstances, the Secretary may agree to pay out an employee for any unused LFA they became entitled to over a period greater than the last 24 months.

Medical or Dental Treatment – Reimbursement of Transport Costs

491. Employees working in a role that is required to be performed in a remote locality will be entitled to reimbursement of reasonable travel costs, as determined by the Secretary, for medical or dental treatment where:
- 491.1 it is immediately necessary for the employee or a Dependant of the employee to travel from the remote locality for medical, dental or specialist treatment because the relevant service is unavailable at the remote locality and
- 491.2 a qualified medical practitioner, dentist or medical specialist certifies the immediate necessity and essential nature of this treatment.
492. If the employee or their Dependant accesses similar payments or services provided under provisions of another government subsidy or by another APS agency, the amount of assistance provided by the department will be reduced by the amount received by the employee accessing the assistance.

Emergency or Compassionate Travel – Reimbursement of Transport Costs

493. Where:
- 493.1 an employee who is in a role required to be performed in a remote locality or Dependant of an employee is stationed at a remote locality; and it is necessary for the employee or a Dependent of the employee to travel from the locality for emergency or compassionate reasons (i.e. where a close Family Member becomes critically or dangerously ill or dies, or in other crisis situations

approved as such by the Secretary);

the Secretary will authorise reimbursement of reasonable costs incurred for return transport by air or surface travel within Australia to the locality where the close Family Member lives (or lived immediately before his or her death). However, if that locality is in another country, the Secretary will authorise reimbursement of the reasonable cost of travel to the closest Australian capital city's international airport that has reasonable flight connections to that locality.

Reunion Travel for School Children

494. Where a dependent child of an ongoing employee in a role that is required to be performed in a remote locality listed in **Table 9** who ordinarily lives with the employee is receiving primary or secondary education at a school in a locality other than where the employee is stationed and, as a result, does not live with the employee, the Secretary will approve reunion travel for the child to visit the employee. Travel may be between the locality where the employee is stationed and the locality where the child is receiving education.
495. Where it is not possible to book travel through the travel management provider, the employee will be reimbursed as follows:
- 495.1 if the child travels from the locality where he or she is receiving education to the locality where the employee is stationed, an amount equal to the cost of return fares reasonably incurred by the employee or
 - 495.2 if the child travels from the locality where he or she is receiving education to a locality other than where the employee is stationed to visit the employee or the Spouse/Partner of the employee, an amount equal to the lesser of the cost of return fares reasonably incurred by the employee and the amount that would have been reimbursed if the child had travelled to the locality where the employee is stationed.
496. Reunion travel will be limited to three return fares per dependent child during a school year. The Secretary may approve an additional reunion visit if:
- 496.1 the child has already been authorised for three return fares in a year
 - 496.2 the child attends a school that has four terms in a school year and
 - 496.3 the Secretary is satisfied that there are special circumstances requiring an additional reunion visit.
497. Each dependent child away at school who would otherwise normally reside with an employee at a remote locality will also be entitled to an annual leave fare, as provided for at clauses 486 to 490.

Correspondence School Travel Assistance

498. Where a dependent child of an ongoing employee in a role required to be performed in a remote locality who lives with the employee and is studying at primary or secondary school level by correspondence is required to travel to another location as part of their course of study, the Secretary may approve reimbursement of airfares on up to three occasions during a school year.

Section 10: Consultation, Representation and Dispute Resolution

Consultation

Principles

- 499. 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.
- 500. The department recognises:
 - 500.1 the importance of inclusive and respectful consultative arrangements;
 - 500.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions;
 - 500.3 the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on department policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
 - 500.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
 - 500.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
- 501. Genuine and effective consultation involves:
 - 501.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
 - 501.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
 - 501.3 considering feedback from employees and the relevant union(s) in the decision-making process; and
 - 501.4 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

- 502. Consultation is required in relation to:
 - 502.1 changes to work practices which materially alter how an employee carries out their work;
 - 502.2 changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
 - 502.3 major change that is likely to have a significant effect on employees;
 - 502.4 implementation of decisions that significantly affect employees;
 - 502.5 changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and

502.6 other workplace matters that are likely to significantly or materially impact employees.

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

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

504. This clause applies if the department:

504.1 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

504.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

505. 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.

506. The department must recognise the representative if:

506.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

506.2 the employee or employees advise the employer of the identity of the representative.

Major change

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

507.1 the termination of the employment of employees; or

507.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

507.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

507.4 the alteration of hours of work; or

507.5 the need to retrain employees; or

507.6 the need to relocate employees to another workplace; or

507.7 the restructuring of jobs.

508. The following additional consultation requirements in clauses 509 to 514 apply to a proposal to introduce a major change referred to in clause 502.3.

509. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 503.

- 510. Where practicable, a department 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.
- 511. The department must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
- 512. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 507, the department must:
 - 512.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - 512.1.1 the proposed change:
 - 512.1.2 the effect the proposed change is likely to have on the employees; and
 - 512.1.3 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - 512.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - 512.2.1 all relevant information about the proposed change, including the nature of the change proposed; and
 - 512.2.2 information about the expected effects of the proposed change on the employees; and
 - 512.2.3 any other matters likely to affect the employees.
- 513. The department 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.
- 514. However, the department is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
- 515. 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 department, the requirements set out in clauses 509 to 514 are taken not to apply.

Change to regular roster or ordinary hours of work

- 516. The following additional consultation requirements in clauses 517 to 519 apply to a proposal to introduce a change referred to in clause 502.5
- 517. The department must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.

518. As soon as practicable after proposing to introduce the change, the department must:
- 518.1 discuss with employees and the relevant union(s) and/or other recognised representatives:
 - 518.1.1 the proposed introduction of the change; and
 - 518.2 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - 518.2.1 all relevant information about the proposed change, including the nature of the proposed change; and
 - 518.2.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - 518.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - 518.3 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 department is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
519. The department 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

520. 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.

Departmental consultative committee

521. The Secretary will establish an agency consultative committee to discuss relevant workplace matters.
522. The departmental consultative committee will operate subject to an agreed term of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.
523. The department's employment procedure sets out arrangements for consultation, including departmental consultative committees.
524. Prior to any employment procedures being amended or introduced, the department will make the employment procedure available on the intranet for comment and feedback for a period of at least two weeks. The department will consider any comments or feedback received in relation to the employment procedure prior to finalising the employment procedure.

APS consultative committee

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

Dispute resolution

526. If a dispute relates to:
- 526.1. a matter arising under the agreement; or
 - 526.2. the National Employment Standards;
- this term sets out procedures to settle the dispute.
527. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
528. 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.
529. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
530. If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 529 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
531. The Fair Work Commission may deal with the dispute in 2 stages:
- 531.1. 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
 - 531.2. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.
- Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*
532. While the parties are attempting to resolve the dispute using the procedures in this term:
- 532.1. an employee must continue to perform their work as they would normally in accordance with established custom and practice at the department that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
 - 532.2. subject to clause 532.1 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:
 - 532.2.1 the work is not safe; or
 - 532.2.2 applicable work health and safety legislation would not permit the work to be performed; or
 - 532.2.3 the work is not appropriate for the employee to perform; or

532.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.

533. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
534. Any disputes arising under the department's Enterprise Agreement 2016 or the National Employment Standards that were formally notified under clause 8 of that agreement before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this Agreement.

Leave of absence to attend proceedings

535. Where the provisions of clauses 526 to 530 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 527, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 530.

Delegates' Rights

536. 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.
537. The role of union delegates is to be respected and supported.
538. The department and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

539. The department respects the role of union delegates to:
- 539.1. provide information, consult with and seek feedback from employees in the workplace on workplace matters;
 - 539.2. consult with other delegates and union officials, and get advice and assistance from union officials;
 - 539.3. represent the interests of members to the employer and industrial tribunals; and
 - 539.4. represent members at relevant union forums, consultative committees or bargaining.
540. The department 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.
541. 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.
542. To support the role of union delegates, the department will, subject to legislative and operational requirements, including privacy and security requirements:

- 542.1. 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;
 - 542.2. 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;
 - 542.3. 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;
 - 542.4. provide access to new employees as part of induction; and
 - 542.5. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
543. 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 department before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

Termination of employment

544. The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under:
- 544.1. Part 3-1, Part 3-2 and Division 2 of Part 6-4 of the FW Act;
 - 544.2. other Commonwealth laws (including the Constitution); and
 - 544.3. at common law.
545. Termination of, or a decision to, terminate employment, cannot be reviewed under the Dispute clauses 526 to 535 in this Agreement.

Section 11: Separation and Retention

Resignation

- 546. An employee may resign from their employment by giving the Secretary at least 14 calendar days' notice.
- 547. At the instigation of the Secretary, 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.
- 548. The Secretary has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

Payment on death of an employee

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

Redeployment, retraining, redundancy

Introduction

- 550. The following provisions only apply to ongoing APS employees not on probation.
- 551. For the purposes of this agreement, an employee may be declared excess if the Secretary considers that:
 - 551.1. the employee is included in a class of employees employed in the department, which class comprises a greater number of employees than is necessary for the efficient and economical working of the department; or
 - 551.2. the services of the employee cannot be effectively used because of technological or other changes in the work methods of the department or structural or similar changes in the nature, extent or organisation of the functions of the department; or
 - 551.3. the duties are to be performed at a different locality, which is not within a capital city and the employee is not willing to move to the different locality.
- 552. If requested, the employee may have a representative present at any discussions concerning the application of this section to the employee.

Notification and consultation process

- 553. When the Secretary is aware that an employee is likely to become excess, the Secretary will at the earliest practicable time commence the consultation process by advising the employee of the situation.
- 554. Discussions with the potentially excess employee will be held to consider:

- 554.1. reasons for the excess employee situation and the method used to determine excess employees;
 - 554.2. redeployment opportunities for the employee at or below level within the department or another APS department or agency;
 - 554.3. job swap opportunities at level with other employees in the department;
 - 554.4. referral to an appropriate employment agency at departmental expense; and
 - 554.5. whether voluntary retrenchment might be appropriate and whether the employee wants to be offered voluntary retrenchment.
555. Where an employee is potentially excess or is excess, the Secretary may (at the Secretary's discretion):
- 555.1. invite employees who are not potentially excess to express interest in voluntary retrenchment, where those retrenchments would permit the redeployment of employees who are potentially excess.
 - 555.2. allow a job swap within the department where it is judged that:
 - 554.2.1 the employee is suitable for the job after a reasonable period of adjustment; and
 - 554.2.2 it would be of no detriment to the efficient operation of the gaining area;
 - 555.3. allow a job swap with another APS agency if it would be of no detriment to the efficient operation of the department; and
 - 555.4. if the employee wishes, refer the excess employee to an agreed employment agency at departmental expense.
556. The Secretary will not advise an employee that they are excess within one month of the employee receiving advice under clause 553 and until, in the opinion of the Secretary, the discussions in clause 554 have been completed. The discussion period may be shortened by agreement with the employee.

557. If, one month after the commencement of the consultation process in clause 553, the discussions in clause 554 have been completed and the employee has not secured a permanent job within the department or another APS agency, the Secretary will, taking into account the redeployment prospects of the excess employee and the excess employee's wishes:
- 557.1. place the employee on a retention period; or
 - 557.2. make an offer of voluntary retrenchment if an offer has not already been made under clauses 560 to 562.
558. Prior to or at the time the Secretary notifies an employee that they are excess, the employee will receive the following information:
- 558.1. the amount of redundancy benefit, pay in lieu of notice and paid up leave credits;
 - 558.2. the amount of accumulated superannuation contributions;
 - 558.3. options open to the employee concerning superannuation; and
 - 558.4. taxation rules applicable to the various payments.
559. An excess employee will be reimbursed reasonable costs for financial counselling up to an amount determined by the Secretary.

Voluntary retrenchment

560. Where the Secretary invites an excess employee to elect to be retrenched, the employee will have a consideration period of one month to elect for voluntary retrenchment. The Secretary will not give notice of termination under section 29 of the PS Act on the grounds that the employee is excess to requirements before the end of that period, unless the employee has requested this to occur.
561. On receipt of an agreement from the excess employee to be voluntarily retrenched, the Secretary will terminate the excess employee's employment under section 29 of the PS Act within five working days of the employee's agreement to voluntary retrenchment, or within such other period as is agreed.
562. Employees who do not advise the department of their decision by the end of the consideration period will be taken to have rejected the offer of voluntary retrenchment. Only one offer of a voluntary retrenchment will be made to an excess employee.

Period of notice – Termination with a voluntary retrenchment

563. Where the employee agrees to be voluntarily retrenched under clauses 560 to 562 the Secretary can approve the employee's retrenchment and upon approval will give the required notice of termination under section 29 of the PS Act. The period of notice will be four weeks (or five weeks for an employee over 45 years of age with at least five years' continuous service).
564. Where an employee is voluntarily retrenched prior to the end of the notice period, the employee will receive payment in lieu of any unexpired portion of the consultation process, consideration and notice periods.

Redundancy benefit

565. An excess employee who elects to accept an offer of a voluntary retrenchment and whose employment is then terminated by the Secretary under section 29 of the PS Act is entitled to be paid a redundancy payment equal to two weeks' salary for each completed year of service, plus a pro-rata payment for

completed months of service since the last completed year of service, or any greater redundancy payment payable under the NES.

566. The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.
567. The redundancy benefit will be calculated on a pro-rata basis for any period where an employee has worked part-time hours during his or her period of service and the employee has less than 24 years' full-time service, subject to any minimum payment payable under the NES.
568. Subject to clauses 569 and 570, service for redundancy pay purposes means:
- 568.1. service in the department;
 - 568.2. Government service as defined in section 10 of the LSL Act;
 - 568.3. service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for LSL purposes;
 - 568.4. service with the Australian Defence Forces;
 - 568.5. APS service immediately preceding deemed resignation under section 49 of the repealed *Public Service Act 1922 (Cth)*, if the service has not previously been recognised for severance pay purposes; or
 - 568.6. service in another organisation where an employee was moved from the APS to that organisation with a transfer of function, or an employee engaged by that organisation on work within a function is engaged as a result of the transfer of that function to the APS, and such service is recognised for LSL purposes.
569. For earlier periods of service to count there must be no breaks between the periods of service, except where:
- 569.1. the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
 - 569.2. 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 section 49 of the repealed *Public Service Act 1922 (Cth)*.
570. Any period of service which ceased:
- 570.1. through termination on the following grounds or on a ground equivalent to any of the following grounds:
 - 570.1.1. the employee lacks, or has lost, an essential qualification for performing his or her duties;
 - 570.1.2. non-performance, or unsatisfactory performance, of duties;
 - 570.1.3. inability to perform duties because of physical or mental incapacity;
 - 570.1.4. failure to satisfactorily complete an entry level training course;
 - 570.1.5. failure to meet a condition imposed under subsection 22(6) of the PS Act;
 - 570.1.6. breach of the APS Code of Conduct;
 - 570.1.7. any other ground prescribed by the Public Service Regulations; or

- 570.2. on a ground equivalent to those in paragraph (a) above under the repealed *Public Service Act 1922 (Cth)*; or
- 570.3. through voluntary retrenchment at or above the minimum retiring age applicable to the employee; or
- 570.4. with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit, such as a military pension;

will not count as service for redundancy pay purposes.

- 571. Absences from work which do not count as service for LSL purposes will not count as service for severance pay purposes.

Rate of payment – Redundancy benefit

- 572. For the purpose of calculating any payment under clause 565 salary will include:
 - 572.1. the employee's full-time salary, adjusted on a pro rata basis for periods of part-time service; or
 - 572.2. the higher salary, where the employee has been in receipt of HDA for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of retrenchment; and
 - 572.3. 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 (e.g. car parking allowances), or a payment for disabilities associated with the performance of duty;
 - 572.4. shift penalties, where the employee has undertaken shift work and is entitled to shift penalties for 50% or more of the pay periods in the 12 months preceding being given notice of retrenchment. A weekly average of penalties due over the 12 months will be included in the salary; and
 - 572.5. to the extent that redundancy payment is required by the NES, any additional amount required by the NES.

Retention period

- 573. An excess employee who does not accept an offer of voluntary retrenchment will be entitled to the following period of retention:
 - 573.1. 13 months where an employee has 20 or more years of service or is over 45 years of age; or
 - 573.2. seven months for other employees.
- 574. If an employee is entitled to a redundancy payment in accordance with the NES the relevant period in clauses 570.1 and 570.2 above is reduced by the number of weeks' redundancy pay that the employee will be entitled to under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).
- 575. The retention period will commence on the earlier of the following:
 - 575.1. the day the employee is advised in writing by the Secretary that they are an excess employee; or
 - 575.2. one month after the day on which the Secretary invites the employee to elect to be retrenched.

576. The Secretary will consider an excess departmental employee in isolation from and not in competition with other applicants for vacancies to which an excess employee of the department seeks a move at level. An excess employee on retention is not eligible to access the provisions of this agreement for job swapping, being clauses 555.2 and 555.3.
577. During the retention period the Secretary:
- 577.1. will continue to take all reasonable steps to find alternative employment for the excess employee; and/or
 - 577.2. may, with four weeks' notice, reduce the excess employee's classification as a means of securing alternative employment for the excess employee. Where an excess employee is reduced in classification before the end of the appropriate retention period, the employee will continue to be paid at the employee's previous level for the balance of the retention period. The salary maintenance will include:
 - 577.2.1. the higher salary where an employee has been in receipt of HDA for more than 12 months continuously and the HDA would have continued except for the excess situation; and
 - 577.2.2. other allowances in the nature of salary which are paid during periods of Annual Leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.
578. During the retention period the excess employee will:
- 578.1. take reasonable steps to find alternative employment; and
 - 578.2. actively participate in learning and development activities, trial placements or other arrangements agreed to, to assist in obtaining a permanent placement.
579. The retention period will not be extended by periods of leave taken by the excess employee. In exceptional circumstances, the Secretary may extend an employee's retention period by the amount equivalent to a period of PCL taken by an employee because of personal injury or illness.
580. The excess employee is entitled to assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these expenses are not met by the prospective employer.
581. Where the Secretary is satisfied that there is insufficient productive work available for the employee within the department during the remainder of the retention period and that there are no reasonable redeployment prospects in the APS:
- 581.1. the Secretary may terminate their employment under section 29 of the PS Act; and
 - 581.2. on termination the employee will be paid a lump sum comprising:
 - 581.2.1. the balance of the retention period (as shortened for the NES) and this payment will be taken to include the payment in lieu of notice of termination of employment; plus
 - 581.2.2. the employee's NES entitlement to redundancy pay.
582. An excess employee will be given four weeks' notice (or five weeks' notice for an employee over 45 years of age with at least five years of continuous service) where it is proposed that the employee will be involuntarily retrenched.

Schedule A: Salary Scales and Broadbands

Table 12: Salary Rates

Column 1	Column 2	Column 3	Column 4	Column 5
Classification & Pay level	Salary as at 31 August 2023	Salary From later of Commencement or 14 March 2024	Salary From 13 March 2025	Salary From 12 March 2026
APS 1.1	\$50,014	\$52,015	\$54,516	\$57,497
APS 1.2	\$51,540	\$53,602	\$55,639	\$57,531
APS 1.3	\$53,076	\$55,199	\$57,297	\$59,245
APS 1.4	\$55,089	\$57,293	\$59,470	\$61,492
APS 2.1	\$56,642	\$58,908	\$61,147	\$63,226
APS 2.2	\$58,346	\$60,680	\$62,986	\$65,128
APS 2.3	\$60,266	\$62,677	\$65,059	\$67,271
APS 2.4	\$62,531	\$65,032	\$67,503	\$69,798
APS 3.1	\$64,622	\$67,207	\$69,761	\$72,133
APS 3.2	\$66,288	\$68,940	\$71,560	\$73,993
APS 3.3	\$67,958	\$70,676	\$73,362	\$75,856
APS 3.4	\$69,778	\$72,569	\$75,327	\$77,888
APS 4.1	\$71,600	\$74,464	\$77,294	\$79,922
APS 4.2	\$73,883	\$76,838	\$79,758	\$82,470
APS 4.3	\$75,796	\$78,828	\$81,823	\$84,605
APS 4.4	\$77,807	\$80,919	\$83,994	\$86,850
APS 5.1	\$79,935	\$83,132	\$86,291	\$89,225
APS 5.2	\$82,455	\$85,753	\$89,012	\$92,038
APS 5.3	\$84,757	\$88,147	\$91,497	\$94,608
APS 5.4	-	-	\$91,809	\$96,829
APS 6.1	\$88,466	\$92,005	\$95,501	\$99,733
APS 6.2	\$92,470	\$96,169	\$99,823	\$103,217
APS 6.3	\$96,282	\$100,133	\$103,938	\$107,472
APS 6.4	\$99,155	\$103,121	\$107,040	\$110,679
APS 6.5	\$100,925	\$104,962	\$108,951	\$112,655
APS 6.6	\$105,788	\$110,020	\$114,201	\$118,084
EL 1.1	\$113,631	\$118,176	\$122,667	\$126,838

Column 1	Column 2	Column 3	Column 4	Column 5
Classification & Pay level	Salary as at 31 August 2023	Salary From later of Commencement or 14 March 2024	Salary From 13 March 2025	Salary From 12 March 2026
EL 1.2	\$116,440	\$121,098	\$125,700	\$129,974
EL 1.3	\$119,891	\$124,687	\$129,425	\$133,825
EL 1.4	\$125,352	\$130,366	\$135,320	\$139,921
EL 1.5	\$129,256	\$134,426	\$139,534	\$144,278
EL 2.1	\$134,056	\$139,418	\$144,716	\$149,636
EL 2.2	\$139,957	\$145,555	\$151,086	\$156,223
EL 2.3	\$147,208	\$153,096	\$158,914	\$164,317
EL 2.4	\$150,647	\$156,673	\$162,627	\$168,156
EL 2.5	\$152,184	\$158,271	\$164,285	\$169,871
EL 2.6	\$156,978	\$163,257	\$169,461	\$175,223
EL 2.7	\$160,344	\$166,758	\$173,095	\$178,980

Table 13: Graduate Broadband:

Column 1	Column 2	Column 3	Column 4	Column 5
Classification & Pay level	Salary as at 31 August 2023	Salary From later of Commencement or 14 March 2024	Salary From 13 March 2025	Salary From 12 March 2026
GRAD 1.1	\$64,622	\$67,207	\$69,761	\$72,133
GRAD 1.2	\$71,600	\$74,464	\$77,294	\$79,922
APS 3.1	\$64,622	\$67,207	\$69,761	\$72,133
APS 4.1	\$71,600	\$74,464	\$77,294	\$79,922
APS 5.1	\$79,935	\$83,132	\$86,291	\$89,225