

**AUSTRALIAN COMMISSION
ON SAFETY AND QUALITY IN HEALTH CARE**

**Australian Commission on Safety
and Quality in Health Care
Enterprise Agreement
2024-2027**

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Section 1: Technical matters

Title

1. This agreement will be known as the 'Australian Commission on Safety and Quality in Health Care Enterprise Agreement 2024-2027'.

Parties to the agreement

2. This agreement covers:
 - 2.1 the CEO for and on behalf of the Commonwealth of Australia as the employer;
 - 2.2 all employees in the Australian Commission on Safety and Quality in Health Care (ACSQHC) employed under the PS Act other than:
 - 2.2.1 Senior Executive Service employees or equivalent.
 - 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 The Community and Public Sector Union (CPSU-PSU Group).

Operation of the agreement

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

Delegations

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

National Employment Standards (NES) precedence

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

Closed comprehensive agreement

7. This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.

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

Individual flexibility arrangements

10. The ACSQHC 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:
 - 10.1 the agreement deals with one or more of the following matters:
 - 10.1.1 arrangements about when work is performed;
 - 10.1.2 overtime rates;
 - 10.1.3 penalty rates;
 - 10.1.4 allowances;
 - 10.1.5 remuneration; and
 - 10.1.6 leave and leave loading; and
 - 10.2 the arrangement meets the genuine needs of the ACSQHC and employee in relation to one or more of the matters mentioned in clause 10.1; and
 - 10.3 the arrangement is genuinely agreed to by the ACSQHC and employee.
11. The ACSQHC must ensure that the terms of the individual flexibility arrangement:
 - 11.1 are about permitted matters under section 172 of the FW Act;
 - 11.2 are not unlawful terms under section 194 of the FW Act; and
 - 11.3 result in the employee being better off overall than the employee would be if no arrangement was made.
12. The ACSQHC must ensure that the individual flexibility arrangement:
 - 12.1 is in writing;
 - 12.2 includes the name of the ACSQHC and employee;
 - 12.3 is signed by the ACSQHC and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - 12.4 includes details of:
 - 12.4.1 the terms of the enterprise agreement that will be varied by the arrangement;
 - 12.4.2 how the arrangement will vary the effect of the terms;

- 12.4.3 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
- 12.5 states the day on which the arrangement commences.
- 13. The ACSQHC must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 14. The ACSQHC or employee may terminate the individual flexibility arrangement:
 - 14.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 14.2 if the ACSQHC and employee agree in writing – at any time.
- 15. The ACSQHC and employee are to review the individual flexibility arrangement at least every 12 months.

Definitions

16. The following definitions apply to this agreement:

ACSQHC means the Australian Commission on Safety and Quality in Health Care.

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

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

Agreement means the Australian Commission on Safety and Quality in Health Care enterprise agreement 2024-2027.

APS means the Australian Public Service.

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.

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

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

CEO means the Chief Executive Officer of the Australian Commission on Safety and Quality in Health Care. A reference to the CEO may also mean a reference to a person holding a delegation from the CEO.

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

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

COO means the Chief Operating Officer (or equivalent) of ACSQHC who has been delegated by the CEO to approve or make decisions under the Agreement.

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

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

Dependant means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.

Employee means an employee of the Commonwealth engaged under section 22(2) of the PS Act who is covered by this agreement (whether full-time, part time or casual, ongoing or non-ongoing).

Employee representative means a person (whether an employee or not) elected or chosen by an employee, or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this agreement.

Family means:

- 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 in accordance with this agreement.

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

HDA means higher duties allowance, the temporary payment of an allowance where an employee is temporarily assigned duties at a higher classification than his or her current classification.

Health/Medical Practitioner means a person registered or licensed as a Health/Medical Practitioner under a law of a state or territory.

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.

Movement or Move means the temporary or permanent reassignment of duties of an employee either within the ACSQHC or from/to another APS agency.

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

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

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

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

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

Partner means a spouse or de facto partner, or former spouse or former de facto partner.

Part-time employee means an employee whose ordinary hours are less than 37 hours and 30 minutes in accordance with this agreement.

PDS means ACSQHC's Performance Development Scheme.

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.

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

Relevant employee means an affected employee.

Salary advancement means movement through pay points within a salary range for a classification subject to meeting any requirements under the PDS. These increases are salary for the purposes of superannuation.

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.

SES means Senior Executive Service.

Usual location of work means an ACSQHC office location for an employee. This does not include working from home, or another location.

Note: the usual place of work / ACSQHC office location for an employee is used to determine related entitlements.

Voluntary Redundancy means voluntary termination of an excess employee's APS employment, also known as voluntary retirement or voluntary retrenchment.

Working from home means working anywhere other than current ACSQHC office location / address. Working from home does not include locations / addresses where the employee is undertaking official business on behalf of the ACSQHC.

Section 2: Remuneration

Salary

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

Salary setting

21. Where an employee is engaged, moves to or is promoted in the ACSQHC, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the CEO determines a higher salary within the relevant salary range under these provisions.
22. The CEO may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
23. In determining a salary under these provisions, the CEO will have regard to a range of factors (as relevant) including the employee's experience, qualifications and skills.
24. Where an employee commences ongoing employment in the ACSQHC immediately following a period of non-ongoing employment in the ACSQHC, the CEO will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the ACSQHC.
25. Where an employee commences ongoing employment in the ACSQHC immediately following a period of casual employment in the ACSQHC, the CEO will determine the employee's salary

within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the ACSQHC.

26. Where an APS employee moves to the ACSQHC at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the CEO will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
27. Where the ACSQHC determines that an employee's salary has been incorrectly set, the CEO may determine the correct salary and the date of effect.

Salary advancement

Salary advancement – within classifications

28. Salary advancement for ongoing and non-ongoing employees (excluding casuals) within all classification levels will occur from the beginning of the first full pay period commencing on or after 1 August each year subject to the following:
 - 28.1. completing the requirements of the PDS; and
 - 28.2. eligible service at the employee's substantive level or above within ACSQHC, for an aggregate of three months or more within the PDS cycle ended 30 June; and
 - 28.3. satisfactory performance or better at the end of the PDS cycle; and
 - 28.4. the advancement provisions applying to specific groups of employees as outlined in this section.
29. Eligible service for salary progression will include:
 - 29.1. periods of paid leave and unpaid parental leave;
 - 29.2. periods of unpaid leave that count as service; and
 - 29.3. service while employed on a non-ongoing basis.
30. During a period of unpaid parental leave employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.
31. Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.
32. Casual employees will not usually be eligible for salary advancement.
33. For non-ongoing employees, this does not affect the CEO's discretion to determine salary on the commencement of each period of engagement.

Higher duties advancement

34. Where an employee has been temporarily reassigned duties at a higher classification for a period aggregating three months or longer during the PDS cycle, then the employee will be eligible for salary advancement for the purposes of future or continuing HDA in accordance with clause 28. Where HDA periods have been at different levels, progression will occur to the HDA level closest to the employee's substantive level, unless the person has acted for six months or more at a higher classification level.

35. Employees on short term HDA remain eligible for advancement within the employee's substantive classification level, subject to meeting the requirements of the PDS.

Advancement not to occur

36. Employees who either:

- 36.1. do not complete and meet the requirements of the PDS; or
- 36.2. do not have at least three months eligible service within the PDS cycle at the employee's substantive classification level or a higher position in ACSQHC; or
- 36.3. are not eligible because of relevant administrative actions, including a sanction under the PS Act.

will not move to the next pay point within that classification salary range. Those employees will then not be able to progress to another pay point within the classification salary range until the salary review in the next year.

Review of Assessment

37. Where an employee has sought review of the employee's assessment under the PDS and the review is subsequently upheld, salary advancement will occur from the appropriate August advancement date.

Superannuation

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

Method for calculating superannuation salary

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

Overpayments

- 44. An overpayment occurs if the CEO (or the ACSQHC) 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).

45. Where the CEO considers that an overpayment has occurred, the CEO will provide the employee with notice in writing. The notice will provide details of the overpayment.
46. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the CEO 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.
47. If after considering the employee's response (if any), the CEO confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the ACSQHC in full by the employee.
48. The CEO 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.
49. The ACSQHC and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
50. Interest will not be charged on overpayments.
51. Nothing in clauses 44 to 50 prevents:
 - 51.1 the ACSQHC from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
 - 51.2 the ACSQHC from pursuing recovery of the debt through other available legal avenues; or
 - 51.3 the employee or the ACSQHC from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Supported wage system

52. An employee may be paid a percentage of the relevant pay rate for their classification in line with their assessed capacity to do the work if they:
 - 52.1 have a disability;
 - 52.2 meet the criteria for a Disability Support Pension; and
 - 52.3 are unable to perform duties to the capacity required.
53. Specific conditions relating to the supported wage system are detailed in **Attachment B – Supported Wage System**.

Salary Packaging

54. Employees may access salary packaging, and may package up to 100 per cent of salary. Where an employee takes up the option of salary packaging, the employee's salary for purposes of superannuation, redundancy and termination payments, and any other purposes, will be determined as if the salary packaging arrangement had not occurred.
55. Any fringe benefits tax incurred by individual employees as a result of salary packaging arrangements will be met by the individual employee on a salary sacrifice basis.

Section 3: Allowances and reimbursements

General

56. Information on the recognition (for particular purposes) of allowances provided for in the Agreement is at **Attachment C – Recognition of allowances for particular purposes**.

Higher duties allowance

57. Where a role needs to be filled for a continuous period of more than five working days, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
58. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the CEO.
59. 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.
60. Where an employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.
61. 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 for a continuous period of more than five working days.
62. The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.

Payment of higher duties during public holidays and/or leave

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

Payment of higher duties for SES positions

64. Remuneration for temporary assignment of duties at a SES level will be consistent with ACSQHC SES terms and conditions.

Salary on reduction

65. Where an employee is temporarily reassigned duties at a lower work classification level, the CEO may determine in writing, in consultation with the employee, that the employee shall be paid a rate of salary applicable to the lower classification level. Such determination will specify the period for which the lower salary will apply.

66. This clause does not apply to decisions made by the CEO in relation to breaches of the Code of Conduct or underperformance.

Allowances

Travel allowance

67. Travel related allowances will be set in line with the Department of Health and Aged Care's portfolio rates.
68. ACSQHC will meet reasonable costs for employees on official overnight travel as determined by the CEO.
69. The CEO will authorise an additional payment in circumstances where an employee has incurred reasonable costs in excess of the allowance as determined by the CEO and subject to the presentation of receipts. Where possible, prior approval should be obtained by the employee before incurring the expense.

Part-day travel

70. An employee who is required to be absent from the employee's usual place of work on official business for a period of not less than 10 hours, but is not absent overnight, will be paid an allowance of \$53.00 for each absence.

Illness while travelling

71. Where an employee falls ill or is injured while travelling on official business and subsequently takes leave, the CEO will approve payment of return journey costs to the employee.

Recognition of travel time

72. Where an APS 1–6 employee is required to undertake official travel, the time spent travelling within the bandwidth, excluding the usual time taken for the employee to travel to and from the employee's regular place of work, will be recorded as work hours.
73. Travel outside the bandwidth undertaken by APS 1–6 employees will be claimed as travel time in lieu at single time rates.

Motor vehicle allowance

74. Motor vehicle allowance (MVA) is payable where the CEO approves an employee to use a private or personally hired vehicle for official purposes.
75. Where an employee is approved to use a private vehicle instead of the most efficient means of travel as determined by the CEO, the amount of MVA paid to the employee will not exceed the cost of the most efficient means of travel.

Overtime Meal Break Allowance

76. Where an employee is required to work overtime for a continuous period of at least one hour outside the bandwidth which extends over a meal period, they will be paid a meal allowance of \$29 For the purposes of this clause a meal period is:

Monday to Friday:	6.30 am	–	7.00 am
	7.00 pm	–	7.30 pm
	Midnight	–	1am

Saturday, Sunday and public holidays:	6.30 am	–	7.00 am
	12.30 pm	–	1.30 pm
	7.00 pm	–	7.30 pm
	Midnight	–	1am

77. Where overtime is worked for long periods and does not coincide with designated meal periods, the Manager has the discretion to authorise payment of a meal allowance.

Reimbursement of eyewear costs

78. Where spectacles are prescribed specifically for use with screen-based equipment, ACSQHC will reimburse for out-of-pocket expenses up to:

78.1 \$113 for single vision spectacles; and

78.2 \$187 for bi-focal, multi-focal or tri-focal spectacles.

79. Visual correction that is recommended for general use, such as reading and driving, will not be reimbursed.

Workplace responsibility allowances

80. A workplace responsibility allowance will be paid where the ACSQHC has appointed or elected an employee to one of the following roles:

80.1 First Aid Officer;

80.2 Health and Safety Representative;

80.3 Emergency Warden;

80.4 Harassment Contact Officer; and

80.5 Mental Health First Aid Officer.

81. An employee is not to receive more than one workplace responsibility allowance unless approved by the CEO due to operational requirements.

82. The rate for Health and Safety Representatives, Emergency Wardens, Harassment Contact Officers and Mental Health First Aid Officers will be:

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

83. The rate for First Aid Officers will be:

Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$34.34 per fortnight	\$35.64 per fortnight	\$36.85 per fortnight

- 84. As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the rates in the table above.
- 85. The full allowance is payable regardless of flexible work and part-time arrangements.
- 86. An employee’s physical availability to undertake the role will be considered by agencies when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental Health First Aid Officers and Health and Safety Representatives depending on work group arrangements.
- 87. 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

- 88. A community language allowance will be paid where the CEO 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 CEO. Further information is included in the ACSQHC Allowances policy.
- 89. The allowance is paid in accordance with the employee’s level of competency:

Table 1: Community language allowance rates

Rate	Standard	Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
1	An employee who has adequate language skills, as determined by an individual or body approved by the CEO, 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 CEO.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

- 90. The allowance is calculated annually and paid fortnightly.
- 91. The full allowance is payable regardless of flexible work and part-time arrangements.
- 92. The allowance is payable during periods of paid leave.

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

Section 4: Classifications

Work Level Standards

94. 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

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

Reporting

96. Where a consultative committee is in place, the ACSQHC will report to the ACSQHC 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 ACSQHC.

Pathways to permanency

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

Casual (irregular or intermittent) employment

98. A casual (irregular or intermittent) employee is defined in the definitions section.
99. A decision to expand the use of casual employees is subject to clause 390 to 406 of this agreement.
100. The ACSQHC will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
101. Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
102. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.
103. A casual employee will be engaged for a minimum of three hours per engagement or shall be paid for a minimum of three hours at the appropriate casual rate.
104. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

Non-ongoing employment

105. A non-ongoing employee is defined in the definitions section.
- 105.1 Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except personal/carer's leave accrual at clause 215 subject to clause 106;
- 105.2 redundancy provisions at Section 11 subject to clause 106; and
106. 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.
107. If the redundancy provisions apply to an employee under clause 106, the ACSQHC must adhere to the consultation requirements in Section 10 and where applicable, the consultation provisions in the redundancy, redeployment and retraining clauses in Section 11.

Working hours

108. All employees have access to flexible working hours.
109. **Working hours definitions**
- 109.1 **Ordinary hours:** ordinary hours of work for full-time employees are 150 hours, or the agreed hours for part-time employees, over the settlement period. This equates to an average of 7 hours and 30 minutes per day.
- 109.2 **Standard day:** means ordinary hours of 7 hours and 30 minutes per day for full-time employees, from 8:30am to 12:30pm and 1:30pm to 5:00pm Monday to Friday, or the agreed pattern of hours for part-time employees. Standard day is used for a range of purposes including:
- 109.2.1 Determining an employee's hourly rate of salary;
- 109.2.2 Determining overtime entitlements;
- 109.2.3 Accrual and deduction of leave, including deduction of part-day absences; and
- 109.2.4 Calculating hours over the flextime settlement period.
- 109.3 **Bandwidth:** the bandwidth of hours in which an employee will work their ordinary hours is 7.00 am to 7.00 pm, Monday to Friday.
- 109.4 **Maximum hours per day:** an employee shall not normally be required to work more than 10 hours ordinary time in any one day. Where this does occur, the overtime and time in lieu provisions at clauses 132 to 139 and/or meal allowance provisions at clauses 76 to 77 may apply.
- 109.5 **Meal break:** an employee must not work more than five consecutive hours without a break of at least 30 minutes.
- 109.6 **Minimum break between days:** an employee will not normally be required to commence work on any day without having at least 10 hours minimum break from

the previous day's work, without specific approval from their Manager. Where this does occur, the overtime and time in lieu provisions at clauses 132 to 139-and/or meal allowance provisions at clauses 76 to 77 may apply.

- 109.7 **Settlement period:** means a four-week period commencing on payday Thursdays.
- 109.8 **Flexitime:** means flexible hours for APS 1–6 employees in accordance with the formal flexitime scheme set out in clauses 114 to 123.
- 109.9 **Executive level (EL) time off:** means variations in attendance times and short term absences, including full days, in accordance with clauses 124 to 131.
- 109.10 **Overtime:** means work performed at the direction of an employee's manager and on the approval of the COO that constitutes overtime in accordance with clauses 132 to 139.
- 109.11 **Time in lieu (TIL):** is a form of recompense for overtime duty as an alternative to overtime payment, subject to the provisions of clauses 132 to 139.

Working Pattern

- 110. The pattern of hours by which an employee meets their ordinary hours of duty will be determined in consultation with the employee, and with regard to the operational needs of the ACSQHC.

Work outside bandwidth

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

Recording attendance

- 112. All employees are required to record their working hours.

After hours use of taxis

- 113. A manager may approve the use of taxis by an employee for after-hours work, as part of their overall WHS responsibility.

Flex for APS 1-6 classifications

- 114. APS 1–6 employees, including part-time employees, are eligible to accumulate flexitime for duty performed in excess of their ordinary hours of work (over the settlement period), but which does not attract overtime.
- 115. An employee may choose to vary their pattern of attendance from time to time in order to meet personal needs and subject to operational requirements. As part of this process, employees may take flexitime as a part or whole day absence, subject to approval by their Manager.

Insufficient work and flextime

116. A Manager may require an employee not to work hours in addition to ordinary hours and to not accumulate flextime where there is insufficient work.

Excess flex credits

117. At the end of a settlement period, where the employee's flex credit exceeds 20 hours credit, the employee in consultation with their Manager will discuss and mutually agree a plan to reduce flex credits.

Cash out of credits exceeding one week

118. At the end of a settlement period, flex credits exceeding one week (37.5 hours or the part-time equivalent) may be cashed out at ordinary time rates where, due to organisational requirements, the employee's Manager determines that the employee will be unable to use those credits in the settlement period.

Flex debit balance

119. Employees may carry over a maximum of 10 hours flex debit accumulated in any settlement period into the next settlement period.
120. In circumstances where the maximum debit is exceeded at the end of a settlement period, the employee will reduce the debit to 10 hours or less over the next settlement period.

Deduction of flex debit from salary

121. Should this not occur, the amount by which the maximum is exceeded shall be treated as leave without pay and an appropriate deduction made from the employee's salary.

Flex balances at cessation

122. Where flex credits are outstanding at the cessation of employment with ACSQHC the flex credit will be paid to the employee at ordinary time rates. Where flex debits are outstanding at the cessation these will be recovered as part of the termination payment.

Reversion to standard day

123. Where an employee has failed to comply with the provisions of flextime, their Manager may remove access to flextime for a specified period and the employee will revert to working the standard day. Access to flextime will be restored where the Manager is satisfied that the employee will maintain satisfactory attendance patterns.

Executive Level Time Off in Lieu (EL TOIL)

124. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
125. 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 ACSQHC.
126. 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.

127. 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.
128. 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.
129. 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.
130. 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.

Time off for official travel for EL employees

131. EL employees may receive EL time off where it is agreed in advance, for the period where the time spent travelling on official domestic travel exceeds the standard day, excluding the usual time taken for the employee to travel to and from their regular place of work.

Overtime

APS 1–6

132. APS 1–6 employees are eligible for an overtime payment where they are required by their Manager on the approval of the COO to:
 - 132.1 Perform work outside the bandwidth (inclusive of weekends and public holidays); or
 - 132.2 Work in excess of 10 hours on any one day (Monday to Friday inclusive); whichever occurs first.

Part-time employees

133. Part-time APS 1–6 employees are eligible for overtime for work performed at the direction of the employee's Manager on approval of the COO which is:
 - 133.1 Not continuous with the employee's agreed or specified hours of work; and/or
 - 133.2 Beyond the total ordinary hours of work over the settlement period specified in the employee's part-time work agreement.

Time in lieu

134. If an employee chooses, the employee's Manager may allow the employee to take time in lieu (TIL) as a form of recompense for overtime duty as an alternative to overtime payment, subject to the provisions of this clause.

Overtime rates

135. Where overtime is worked, the rate of payment (or TIL, if the employee elects) is calculated at the following rates:
 - 135.1 Monday to Saturday: time and one half;

- 135.2 Sunday: double time
- 135.3 Public holidays: double time and a half.

Hourly divisor

- 136. Calculations for an employee's overtime entitlement will use a divisor of 37.5 hours to determine the employee's hourly rate.

Public holidays and annual closedown

- 137. An employee who is directed to work overtime on a public holiday or annual closedown which falls on a weekday, will be paid overtime at double-time and a half for duty outside of a standard day (for full time employees) or the agreed pattern of hours (for part-time employees). For duty within a standard day (or agreed pattern of hours for part-time employees), overtime will be paid at single-time and a half as employees are already being paid for the public holiday and annual closedown.

Non-continuous overtime and multiple occurrences of overtime

- 138. Where there is a break, other than a meal break, between the periods of ordinary duty and overtime performed, the minimum overtime payment is four hours at the relevant rate. Where the period of overtime performed is greater than four hours, payment will be made for the total overtime performed at the relevant rate.
- 139. Where multiple overtime occurrences are required, the minimum overtime payment provision in clause 138 will not operate to increase an employee's overtime payment beyond that which they would have received had they remained on duty from the commencing time of duty on the first overtime occurrence, to the ceasing time of the final overtime occurrence.

Flexible working arrangements

- 140. The ACSQHC, employees and their unions recognise:
 - 140.1 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;
 - 140.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
 - 140.3 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;
 - 140.4 that flexibility applies to all roles in the ACSQHC, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
 - 140.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.

141. The ACSQHC is committed to engaging with employees and their unions to build a culture that supports flexible working arrangements across the ACSQHC at all levels. This may include developing and implementing strategies through an ACSQHC consultative committee.
142. 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

143. The following provisions do not diminish an employee's entitlement under the NES.
144. An employee may make a request for a formal flexible working arrangement.
145. The request must:
 - 145.1 be in writing;
 - 145.2 set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - 145.3 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.
146. The ACSQHC must provide a written response to a request within 21 days of receiving the request.
147. The response must:
 - 147.1 state that the CEO approves the request and provide the relevant detail in clause 148; or
 - 147.2 if following discussion between the ACSQHC and the employee, the ACSQHC 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
 - 147.3 state that the CEO refuses the request and include the following matters:
 - 147.3.1 details of the reasons for the refusal; and
 - 147.3.2 set out the ACSQHC's particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - 147.3.3 either:
 - 147.3.3.1 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 ACSQHC would be willing to make; or
 - 147.3.3.2 state that there are no such changes; and
 - 147.3.4 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.

148. Where the CEO approves the request this will form an arrangement between the ACSQHC and the employee. Each arrangement must be in writing and set out:
 - 148.1 any security and work health and safety requirements;
 - 148.2 a review date (subject to clause 152); and
 - 148.3 the cost of establishment (if any).
149. The CEO may refuse to approve the request only if:
 - 149.1 the ACSQHC has discussed the request with the employee; and
 - 149.2 the ACSQHC 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
 - 149.3 the ACSQHC and the employee have not reached such an agreement; and
 - 149.4 the ACSQHC has had regard to the consequences of the refusal for the employee; and
 - 149.5 the refusal is on reasonable business grounds.
150. Reasonable business grounds include, but are not limited to:
 - 150.1 the new working arrangements requested would be too costly for the ACSQHC;
 - 150.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
 - 150.3 it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
 - 150.4 the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
 - 150.5 the new working arrangements requested would be likely to have a significant negative impact on customer service; and
 - 150.6 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.
151. For First Nations employees, the ACSQHC must consider connection to country and cultural obligations in responding to requests for altering the location of work.
152. Approved flexible working arrangements will be reviewed by the ACSQHC 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

153. An employee may request to vary an approved flexible working arrangement in accordance with clause 145. An employee may request to pause or terminate an approved flexible working arrangement.
154. The CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 156.
155. The ACSQHC 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.
156. Prior to the CEO varying, pausing or terminating the arrangement under clause 154 the ACSQHC must have:
 - 156.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
 - 156.2 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);
 - 156.3 had regard to the consequences of the variation, pause or termination for the employee;
 - 156.4 ensured the variation, pause or termination is on reasonable business grounds; and
 - 156.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 150.3.

Working from home

157. The ACSQHC 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.
158. The ACSQHC may provide necessary equipment or reimbursement for all or part of the costs associated with establishing a working from home arrangement.
159. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
160. The ACSQHC will provide employees with guidance on working from home safely.
161. Employees will not be required by the ACSQHC 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 ACSQHC will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad-hoc arrangements

162. 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.

163. Employees should, where practicable, make the request in writing and provide as much notice as possible.
164. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 143 to 152.
165. The ACSQHC 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.
166. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the ACSQHC should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

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

Part-time work

168. Remuneration and conditions (except long service leave which is provided and administered in accordance with the Long Service Leave (Commonwealth Employees) Act 1976 (LSL Act)) for part-time employees, will be calculated on a pro-rata basis based on the proportion of hours worked in comparison to full time hours. Expense-related allowances are not calculated on a pro-rata basis and will be paid at the same amount as a full-time employee.
169. A part-time agreement must not include daily hours of work greater than eight hours.
170. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
171. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.

Variation in hours

172. A part-time employee may not vary their part-time agreement hours without agreement from their Manager.
173. Details of the operation of the flextime provisions for part-time employees are provided at clauses 114 to 123.

Family care assistance

174. Where an employee is required by ACSQHC to be away from home outside the employee's standard day, and the employee incurs reasonable additional costs for family care arrangements the employee will be reimbursed those reasonable additional costs as determined by the CEO.

- 174.1 Clauses 174.2 to 174.3 apply where an employee can demonstrate that they would otherwise have taken personal responsibility for caring for a school child or school children or other family members during school holidays.
- 174.2 Where an employee has approved leave cancelled or is required to return from leave early because of ACSQHC business requirements during school holidays, the CEO will reimburse:
 - 174.2.1 The amount paid by the employee for each school child attending approved or registered care
 - 174.2.2 Some or the entire amount paid for family care.
- 174.3 The reimbursement will:
 - 174.3.1 Apply only on the days when the employee is at work; and
 - 174.3.2 Be net of any government subsidy available to the employee.

Annual closedown

- 175. ACSQHC will be closed for normal business and employees will not be required to perform normal duty on the working days between Christmas Day and New Year's Day. Employees will be paid for closedown as if the days were public holidays.
- 176. Where an employee is absent on leave, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave, (e.g. if on long service leave half pay, payment is at half pay).
- 177. There will be no deduction from annual or personal/carer's leave credits for the annual closedown days.

Early stand down

- 178. The ACSQHC will be closed for normal business and employees will not be required to perform normal duty from 3.00 pm on the working day prior to Christmas and from 3.00 pm on the working day prior to Good Friday. Eligible employees will be paid for early stand down. Payment eligibility will be treated in the same manner as a normal working day.

Part-time employees

- 179. Part-time employees normally not working on the days of the week on which annual closedown occur will not be entitled to alternative time off duty.

Public holidays

- 180. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
 - 180.1 1 January (New Year's Day);
 - 180.2 26 January (Australia Day);
 - 180.3 Good Friday and the following Monday;

- 180.4 25 April (Anzac Day);
- 180.5 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);
- 180.6 25 December (Christmas Day);
- 180.7 26 December (Boxing Day); and
- 180.8 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.
181. 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.
182. The CEO 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.
183. The CEO 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.
184. 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.
185. 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.)
186. 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 180.1 to 180.8.
187. 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 CEO may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

Section 6: Leave

Annual leave

Entitlement

188. Full-time employees are entitled to the equivalent of four weeks (150 hours), for each full year of service. Part-time employees accrue annual leave on a pro-rata basis for ordinary hours worked. Annual leave will accrue daily, and be credited in arrears on the first day of each month.

Effect of leave without pay

189. Where 'leave without pay not to count as service' has been granted in the accrual period, annual leave will be adjusted on the day of accrual as follows:
- 189.1 Where aggregated absences for periods totalling 30 calendar days or less, the annual leave accrual is not affected;
 - 189.2 Where aggregated full day absences total more than 30 calendar days, the total period of leave without pay is deducted from the number of calendar days to count as service;
 - 189.3 Where leave without pay covers an entire calendar year, no annual leave credit accrues for that year.

Direction to take annual leave

190. The CEO may direct an employee who has more than two years of accrued annual leave credit to take annual leave. The employee must take annual leave if directed to do so.
191. The employee may be directed to be on leave (and to be absent from the workplace) for whichever is lesser of:
- 191.1 10 consecutive working days; or
 - 191.2 A period of time equal to 25 per cent of accrued annual leave credits at the time of the direction.

Deferring annual leave

192. An employee may apply to the CEO to defer taking the leave defined in clauses 190 to 191 for up to one year from an agreed date.
193. An employee with an accrued annual leave credit greater than two years on:
- 193.1 Commencing duty in ACSQHC; or
 - 193.2 Returning to work following a long term absence due to illness or injury; or
 - 193.3 Resuming duty following a graduated return to work
- will have a period of 12 months to take sufficient leave to reduce the employee's credit down to the equivalent of two years or less.

194. Two years of annual leave credit is equivalent to 40 days or the part-time pro-rated equivalent.

Annual leave at half pay

195. Employees may take annual leave at half pay. However, unless approved by the CEO, it may not be taken at half pay where the employee is directed to take annual leave due to an excessive leave balance under clause 190.

196. The minimum absence of leave on half pay is two working days, with further absences in multiples of two days. Where annual leave is taken at half pay, credits will be deducted from the employee's annual leave balance on the basis that two days of annual leave at half pay is equivalent to one day of annual leave at full pay.

Public holidays during leave

197. Where a public holiday occurs in a period of annual leave, the public holiday will not be deducted from the employee's annual leave credits.

Payment of annual leave on cessation of employment

198. Any unused accrued annual leave will be paid to the employee when the employee's APS employment ceases.

199. Payment will be calculated using the employee's final rate of salary, including allowances that would have been included in the employee's pay during a period of annual leave.

Special availability

200. Without limiting the general entitlement under clause 188 an employee may access annual leave where they have a long term illness and have exhausted other paid leave entitlements.

Voluntary cash out of annual leave

201. The CEO may approve an application by an employee to cash out a portion of the employee's accrued annual leave credits. To be eligible to cash out annual leave, employees must:

201.1 have taken at least two weeks annual or long service leave or an equivalent pro rata amount for part-time employees, in the 12 months preceding the request to cash out annual leave; and

201.2 have a remaining balance of at least four weeks, or an equivalent pro rata amount for part-time employees, annual leave credit if the application is approved.

202. The employee will be paid the full amount that would have been paid had the employee taken the entitlement as leave.

203. Each cashing out of a particular amount of annual leave must be by a separate agreement in writing with the CEO.

204. The maximum amount of annual leave that may be cashed out in a 12-month period by an employee is 10 days (or an equivalent pro rata amount for part-time employees).

Purchased leave

205. Where a manager agrees, an employee may purchase from one to eight weeks of purchased leave every twelve months. Purchased leave must be taken in consecutive and continuous days.
206. Purchasing additional leave is not for the purpose of altering work patterns.

To count as service

207. Purchased leave will count as service for all purposes. The employee's salary for superannuation purposes continues to be their salary as if they had not purchased leave, noting that no superannuation will be payable while the employee is taking purchased leave.

Extended purchased leave

208. When an employee has accrued a period of three years of continuous employment with ACSQHC, they may apply for access to extended purchased leave.
209. A period of up to twelve months absence on extended purchased leave will be approved after a further two years of continuous employment with ACSQHC (during which time the employee will accrue the leave).

Not to count as service

210. Extended purchased leave will not count as service for any purpose.

Personal/carer's leave

Transitional arrangements

211. Ongoing employees who, immediately prior to the commencement of this Agreement, were covered by the Australian Commission on Safety and Quality in Health Care Enterprise Agreement 2019-2022, will continue to accrue 18 days personal/carer's leave, or the part-time equivalent, on completion of each 12 month period of service.
212. Employees covered by clause 211 will transition to the personal/carer's leave accrual and crediting provisions specified in clause 214 by 1 January 2026.
213. Where an employee:
- 213.1 has, or cares for someone with, a chronic condition or other ongoing illness;
 - 213.2 is recovering from surgery;
 - 213.3 is pregnant; or
 - 213.4 is returning from parental leave or has a child commencing day care;
 - 213.5 and, as a result of the transition to daily accrual of personal/carer's leave, does not have sufficient credit to cover an absence for which they would otherwise be able to take personal/carer's leave, the CEO will advance the employee's accrual up to the 12 month anniversary when their leave would otherwise be credited.

Accrual and credits – ongoing employees

214. Subject to clause 211, on commencement with the APS, an ongoing employee will be credited with personal/carers leave of 18 days (135 hours) or the part-time equivalent. After 12 months, a further 18 days (135 hours), or the part-time equivalent, will accrue daily and be credited monthly on the first day of each month thereafter, without limit.

Accrual and credits – non-ongoing employees

215. For a non-ongoing employee, the personal/carers leave will be credited upon the employee's commencement with the ACSQHC. This will be 18 days (135 hours) leave, or the part-time equivalent, pro-rated based on the employee's initial contract period, and is capped at 18 days (135 hours), or the part-time equivalent. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carers leave, leave will accrue daily and be credited monthly.
216. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access two days unpaid carer's leave per occasion, consistent with the NES, subject to notifying the employee's manager and providing satisfactory evidence.

Effect of leave without pay

- 217 Where 'leave without pay not to count as service' has been granted, personal/carers leave will be adjusted as follows:
- 217.1 where aggregated absences total more than 30 calendar days, the total period of leave without pay is deducted from the number of calendar days to count as service; and
 - 217.2 where leave without pay covers an entire calendar year, no personal/carers leave credit accrues for that year.

Advice to Manager

- 218 An employee, where practicable, must personally advise the employee's manager of their absence or intention to be absent as soon as possible. Where the employee's manager is not contactable, the employee must advise another employee in the employee's work team.

Use of personal/carers leave

- 219 Personal/carers leave gives employees access to paid leave, subject to available credits, when they are absent due to:
- 219.1 personal illness or injury;
 - 219.2 attending appointments with a registered health practitioner;
 - 219.3 managing a chronic condition;
 - 219.4 providing care or support for a family or household member or a person they have caring responsibilities for, because:
 - 219.4.1 of a personal illness or injury affecting the other person; or
 - 219.4.2 of an unexpected emergency affecting the other person.
 - 219.5 For compelling personal reasons, including family responsibilities.

- 220 Employees are also able to utilise personal/carers leave where they have caring responsibilities for a family member who:
- 220.1 has a medical condition, including when they are in hospital;
 - 220.2 has a mental illness;
 - 220.3 has a disability;
 - 220.4 is frail or aged; and/or
 - 220.5 is a child, not limited to a child of the employee.

Public holidays during leave

- 221 Where a public holiday occurs in a period of personal leave, the public holiday will not be deducted from the employee's personal leave credits.

Satisfactory evidence

- 222 For periods of personal/carers leave, employees should provide evidence to their manager that would satisfy a reasonable person that the leave was taken for a reason set out in clauses 219 to 220. Acceptable evidence includes:
- 222.1 a certificate from a registered health practitioner;
 - 222.2 a statutory declaration;
 - 222.3 another form of evidence approved by the CEO.
- 223 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.
- 224 An employee may be requested to provide satisfactory evidence to support applications for personal/carers leave of more than three consecutive working days.
- 225 If an employee takes 10 days personal/carers leave without satisfactory evidence in a calendar year, the employee may be requested to provide satisfactory evidence for any further applications for personal/carers leave of any duration for the balance of the period of 12 months, unless otherwise determined by the CEO.

Conversion to half pay

- 226 The CEO may approve the conversion of personal/carers leave to half pay for an employee for a specified absence of not less than two days. Where personal/carers leave is taken at half pay, credits will be deducted from the employee's personal/carers leave balance on the basis that two days of personal/carers leave at half pay is equivalent to one day of personal/carers leave at full pay. Converting personal/carers leave to half-pay does not increase the 10 days of personal/carers leave without satisfactory evidence requirement in clauses 222 to 225.

Unpaid personal/carers leave

- 227 Where paid personal/carers leave credits are exhausted, unpaid personal/carers leave applies unless an employee chooses to access other forms of paid leave in lieu of unpaid personal/carers leave. Continuous unpaid personal/carers leave to a total of 26 weeks will

count as service for all purposes. Any further continuous periods of unpaid personal/carer's leave will not count as service, except in circumstances required by the LSL Act.

Engagement after invalidity retirement

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

Use of other types of leave during annual leave

229 The CEO may approve other types of leave during a period of annual leave if satisfactory evidence is provided. Annual leave will be re-credited to the extent of any other leave granted.

230 An employee is unable to access personal/carer's leave while on paid parental leave.

Cessation of employment

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

Portability of leave

232. Where an employee moves into the ACSQHC 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.

233. Where an employee is engaged in the ACSQHC immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.

234. Where an employee is engaged as an ongoing employee in the ACSQHC, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the ACSQHC 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.

235. 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 ACSQHC 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.

236. Where a person is engaged as an ongoing employee in the ACSQHC, 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 233), the CEO will offer to recognise any unused accrued personal/carer's leave at the employee's request.

237. Where an employee is engaged as an ongoing employee in the ACSQHC, and immediately prior to the engagement the person was employed by a State or Territory Government, the CEO may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.

238. For the purposes of clauses 232 to 237, an employee with a break in service of less than two months is considered to have continuity of service.

Re-crediting of leave

239. When an employee is on:

- 239.1 annual leave;
- 239.2 purchased leave;
- 239.3 defence reservist leave;
- 239.4 First Nations ceremonial leave;
- 239.5 NAIDOC leave;
- 239.6 cultural leave; or
- 239.7 long service leave; and

becomes eligible for, under legislation or this agreement:

- 239.8 personal/carer's leave;
- 239.9 compassionate or bereavement leave;
- 239.10 jury duty;
- 239.11 emergency services leave;
- 239.12 leave to attend to family and domestic violence circumstances; or
- 239.13 parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

240. 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.

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

Recall to duty

242. ACSQHC will not unreasonably cancel approved leave or unreasonably recall employees to duty while on leave. If an employee is recalled, the CEO will approve reimbursement toward travel expenses, incidental expenses or family care costs not otherwise recoverable under insurance or from another source, provided that the employee took reasonable precautions to avoid such expenses.

Non-approval of leave

243. Where a Manager refuses a formal application for leave, the Manager will advise the employee of the reason(s) for the decision. The Manager, the employee and, where the employee requests, a support person may meet to consider alternative arrangements if required.

Unauthorised absences

244. Periods of unauthorised absence do not count as service for any purpose. Where an employee is absent from duty without approval, all pay and other benefits provided under the Agreement (e.g. flextime) will cease to be available until the employee resumes duty or is granted leave. Where flextime no longer applies, the employee will revert to the standard day.

Long service leave

245. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
246. The minimum period for which long service leave will be granted is seven 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 239 of this agreement.

Miscellaneous leave

247. Miscellaneous leave may be granted by the CEO, having regard to any exceptional circumstances affecting an employee and the operational needs of the ACSQHC, including for purposes that the CEO considers to be in the interests of the ACSQHC.
248. Miscellaneous leave may be granted:
- 248.1 for the period requested or for another period;
 - 248.2 with or without pay; and
 - 248.3 subject to conditions.
249. Miscellaneous leave may be granted to casual employees for the purposes of paid family and domestic violence leave and where required in accordance with government directive.
250. Where exceptional circumstances affect an employee, the CEO will consider granting paid leave. These circumstances may include, but are not limited to, emergency situations such as bushfires, floods, cyclones and earthquakes.
251. Further information is available in the ACSQHC Leave policy.

Not to count as service

252. Miscellaneous leave without pay will not count as service for any purpose, except as required by legislation, with the following exceptions:
- 252.1 leave for personal and development training in the interests of the ACSQHC; and

252.2 leave for non-APS employment in the interests of the ACSQHC.

253. For the exceptions under clauses 252 to count as service, an employee must return to work in the APS at the completion of the miscellaneous leave without pay period.
254. Leave accrued while on miscellaneous leave without pay to count as service will be reduced by any relevant leave entitlements received in non-APS employment.

Cultural, ceremonial and NAIDOC leave

NAIDOC leave

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

First Nations ceremonial leave

257. First Nations employees may access up to six days of paid leave over two calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
258. First Nations employees may access up to three months unpaid leave each year to fulfill cultural obligations. This leave will not count as service for all purposes. The CEO may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
259. First Nations ceremonial Leave can be taken as part days.
260. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

261. The CEO may grant up to three 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.
262. The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
263. Cultural leave can be taken as part days.
264. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 255.

Parental leave

265. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
266. 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.

- 267. 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.
- 268. 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

- 269. An employee is entitled to parental leave with pay as per clauses 266 and 267 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.
- 270. Employees newly engaged by ACSQHC or who have moved to ACSQHC from another APS agency are eligible for the paid parental leave in clauses 266 and 267 where such paid leave had not already been provided by another APS agency or Commonwealth employer in the 24 months since the child’s date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 266 and 267, the balance is available to the employee.
- 271. 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 2** below.

Table 2: Primary caregivers - circumstances for paid parental leave

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

- 272. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in **Table 3** below.

Table 3: 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	eight weeks, or top up to eight weeks where a lesser period of parental leave has already been provided

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

273. **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.
274. **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.
275. **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

276. 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:
- 276.1 is under 16 as at the day (or expected day) of placement;
 - 276.2 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
 - 276.3 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
277. 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

278. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.
279. A stillborn child is a child:
- 279.1 who weighs at least 400 g at delivery or whose period of gestation was 20 weeks or more; and

- 279.2 who has not breathed since delivery; and
- 279.3 whose heart has not beaten since delivery.

Pregnancy loss leave

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

Premature birth leave

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

Transitional provisions

- 283. 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 282 until after the legislated paid maternity leave is used.

Compassionate leave

- 284. Employees will be eligible for three days paid compassionate leave on each occasion when:
 - 284.1 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
 - 284.2 the employee or their partner has a miscarriage.
- 285. An employee may be asked to provide evidence to support their absences on compassionate leave.
- 286. Compassionate leave for an occasion may be taken as three consecutive days or in separate periods totalling three days. This can include part days.
- 287. For casual employees, compassionate leave is unpaid.

Bereavement leave

- 288. Employees will be eligible for three days paid bereavement leave on each occasion when:
 - 288.1 a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or

- 288.2 a child is stillborn, where the child was a member of their family (including a member of their household).
- 289. An employee may be asked to provide evidence to support their absences on bereavement leave.
- 290. Bereavement leave for an occasion may be taken as three consecutive days or in separate periods totalling three days. This can include part days.
- 291. For casual employees, bereavement leave is unpaid.

Emergency response leave

- 292. 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:
 - 292.1 the time engaged in the activity;
 - 292.2 reasonable travelling time; and
 - 292.3 reasonable recovery time.
- 293. 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 CEO may provide additional emergency response leave with pay.
 - 293.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 294. Paid leave may be refused where the employee's role is essential to the CEO's response to the emergency.
- 295. 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.
- 296. The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 297. Emergency response leave, with or without pay, will count as service.

Jury duty

- 298. 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.
- 299. 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.
 - 299.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 300. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.

301. 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 ACSQHC for the period of absence. This will be administered in accordance with the overpayments clause.

Defence reservist leave

302. The CEO will give an employee leave with or without pay to undertake:

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

302.2 Australian Defence Force Cadet obligations.

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

303.1 up to four weeks (20 days) in each financial year (pro-rata for part-time employees); and

303.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).

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

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

305.1 Australian Navy Cadets;

305.2 Australian Army Cadets; and

305.3 Australian Air Force Cadets.

306. In addition to the entitlement at clause 303, 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.

307. Paid defence reservist leave counts for service.

308. Unpaid defence reservist leave for six months or less counts as service for all purposes. This includes periods of CFTS.

309. Unpaid leave taken over six months counts as service, except for annual leave.

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

Defence service sick leave

311. 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:

- 311.1 warlike service; or
 - 311.2 non-warlike service.
312. An eligible employee can get two types of credits:
- 312.1 an initial credit of nine weeks (45 days) defence service sick leave will apply as of the later below option:
 - 312.1.1 they start employment with the APS; or
 - 312.1.2 DVA certifies the condition; and
 - 312.2 an annual credit of three weeks (15 days) defence service sick leave.
313. 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.
314. Unused annual credits can be built up to nine weeks.
315. An employee cannot use annual credits until the initial credit is exhausted.
316. Defence service sick leave is paid and counts as service for all purposes.

Leave to attend proceedings

317. 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.
318. An employee who is not covered under clause 317, 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 ACSQHC.
319. An employee may otherwise be granted paid or unpaid miscellaneous leave by the CEO 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.
320. The CEO 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.

Section 7: Employee support and workplace culture

Blood donation

- 321. 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.
- 322. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

Vaccinations

- 323. The ACSQHC will offer annual influenza vaccinations to all employees at no cost.
- 324. Where the ACSQHC 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

- 325. 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 ACSQHC and will be accessible on paid time.

Financial assistance for mature age employees

- 326. To assist with retirement planning, employees aged 54 years and over who are approaching or genuinely considering retirement may access financial assistance in the form of a one-off reimbursement payment up to a total maximum of \$ 567 (inclusive of GST) to obtain financial advice from a registered financial advisor.

Family care room

- 327. The CEO will, where reasonably practicable, establish a family care room to provide a resource for employees to carry out aspects of their normal duties while caring for dependants, as an alternative to taking leave. This room is to be for occasional not regular use.

Respect at work

Principles

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

329. The ACSQHC 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

330. The ACSQHC 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

331. The ACSQHC will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
332. The ACSQHC recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
333. Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.
334. An employee experiencing family and domestic violence support 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:
- 334.1 illness or injury affecting the employee resulting from family and domestic violence;
 - 334.2 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;
 - 334.3 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;
 - 334.4 making arrangements for the employee's safety, or the safety of a close relative;
 - 334.5 accessing alternative accommodation;
 - 334.6 accessing police services;
 - 334.7 attending court hearings;
 - 334.8 attending counselling; and
 - 334.9 attending appointments with medical, financial or legal professionals.
335. 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.
336. 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.

337. These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.
338. 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.
339. 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.
340. Evidence may be requested to support the ACSQHC 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 ACSQHC will require, unless the employee chooses to provide another form of evidence.
341. 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.
342. The ACSQHC will take all reasonable measures to treat information relating to family and domestic violence confidentially. The ACSQHC will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the ACSQHC may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
343. Where the ACSQHC needs to disclose confidential information for purposes identified in clause 342 where it is possible the ACSQHC will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
344. The ACSQHC 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.
345. 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.
346. The ACSQHC 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.
347. Further information about leave and other support available to employees affected by family and domestic violence may be found in the ACSQHC Family and Domestic Violence policy.

Integrity in the APS

348. The ACSQHC 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 ACSQHC decisions.
349. 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.

350. Employees can, during their ordinary work hours, take time to:
- 350.1 access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the ACSQHC; and
 - 350.2 attend ACSQHC mandated training about integrity.

First Nations cultural competency training

351. The CEO 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 six months of this agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.
352. Any new substantive, ongoing EL2 employee who commences after six months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within six months of their engagement or promotion.

Lactation and breastfeeding support

353. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
354. The ACSQHC will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 355. In considering whether a space is appropriate, the ACSQHC should consider whether:
- 354.1 there is access to refrigeration;
 - 354.2 the space is lockable; and
 - 354.3 there are facilities needed for expressing, such as appropriate seating.
355. Where it is not practicable for an ACSQHC site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
356. The ACSQHC will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
357. 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.
358. Further information is available in policy.

Disaster support

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

Section 8: Performance and development

Performance management

Performance Development Scheme (PDS)

- 362. The PDS is ACSQHC's key performance management and development system for employees.
- 363. Specific performance requirements will be outlined in an employee's PDS agreement, including key performance requirements, related performance indicators and required workplace behaviours.
- 364. The employee and the employee's Manager are jointly responsible for developing and implementing a PDS agreement.
- 365. Managers will apply a 'no surprises' principle to keep an employee regularly informed of the employee's performance throughout the PDS cycle.
- 366. The PDS cycle is 1 July to 30 June of each year. Two formal PDS assessments will occur with:
 - 366.1 One at the mid cycle in February; and
 - 366.2 One at the end of the cycle in July.
- 367. The PDS provides the basis for individual salary advancement through salary ranges for the employee's current classification.
- 368. Further information on the PDS is available in the Performance Development Scheme policy.

Short term HDA and the PDS

- 369. Where an employee has been temporarily assigned duties of a higher classification, including for short periods, the performance of those duties will be taken into account in an employee's annual PDS review.

Managing underperformance

- 370. Employees are expected, as a minimum, to maintain a satisfactory performance standard under the PDS.
- 371. Managers will address underperformance with an employee as soon as practicable where they consider the employee's performance has not been satisfactory.
- 372. An employee will be provided a minimum of four weeks, prior to the end of cycle assessment, to improve their performance.
- 373. Where an employee's performance continues to be unsatisfactory, relevant procedures to manage the underperformance may apply.

Fairness in managing underperformance

- 374. Employees will receive regular and specific feedback on the employee's performance and will be provided with appropriate support from the employee's Manager in meeting expected performance standards. Further information on managing underperformance is available in the ACSQHC Managing Underperformance policy.

Workloads

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

- 378. The ACSQHC is committed to improving ACSQHC capability by supporting employees to develop for their current and future roles.
- 379. The ACSQHC Study Support program supports employees to undertake formal courses of study at tertiary and higher education institutions and other vocational education courses, training providers and industry qualifications, where the study is agreed as part of an employee's PDS agreement.
- 380. Study support may be provided in the form of financial reimbursement up to agreed levels for approved study expenses, and/or paid time work release for study purposes.
- 381. Further information on the ACSQHC Study Support program is available in the ACSQHC Learning and Development policy.

Learning and development

- 382. The ACSQHC is committed to fostering a culture of continuous learning and development by providing a framework for all staff and managers that:
 - 382.1 develops and supports professional and technical expertise;
 - 382.2 supports a range of learning and development mechanisms including virtual training to support staff working flexibly or from other work locations;
 - 382.3 recognises the role of relevant external studies and provides support for approved tertiary studies through the ACSQHC Study Support program; and
 - 382.4 develops the skills and capabilities of managers to support their teams and deliver business outcomes.
- 383. Employees and managers should use this framework in their PDS discussions to set development goals. The PDS agreement is an agreed plan between the employee and manager for developing the capability of the employee to ensure that they have the appropriate skills to achieve their performance goals and future career development.

384. Employees and managers should identify learning and development opportunities through regular conversations to review progress against the PDS agreement. Learning and development opportunities agreed by the manager as being relevant to the employee's role will be supported as paid work time. Employees and managers should also consider business requirements. The employee and manager have a mutual responsibility to consider how they will balance work, development opportunities, and other commitments.

Professional qualifications

385. The ACSQHC recognises that a number of employees require continuing professional development to maintain their qualifications, practicing certificates and relevant skills. Where the ACSQHC requires an employee to hold mandatory qualifications, the ACSQHC will:

385.1 Provide access to relevant training on work time

385.2 On application meet the reasonable costs of maintaining professional qualifications and professional development.

Section 9: Location-based conditions

Relocation assistance

386. Where an existing employee is required to relocate at the request of the ACSQHC (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.
387. Where an employee is required to relocate on engagement with the ACSQHC, the employee will be provided with financial relocation assistance.
388. Reasonable expenses associated with the relocation include:
 - 388.1 the cost of transport of the employee, their dependents and partner by the most economical means;
 - 388.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
 - 388.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
 - 388.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
389. Additional relocation assistance may be considered by CEO discretion.

Section 10: Consultation, representation and dispute resolution

Consultation

Principles

390. 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.
391. The ACSQHC recognises:
- 391.1 the importance of inclusive and respectful consultative arrangements;
 - 391.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions;
 - 391.3 the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least two weeks, whereas a major change is likely to require a more extensive consultation process;
 - 391.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
 - 391.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
392. Genuine and effective consultation involves:
- 392.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
 - 392.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
 - 392.3 considering feedback from employees and the relevant union(s) in the decision-making process; and
 - 392.4 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

393. Consultation is required in relation to:
- 393.1 changes to work practices which materially alter how an employee carries out their work;
 - 393.2 changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);

- 393.3 major change that is likely to have a significant effect on employees;
 - 393.4 implementation of decisions that significantly affect employees;
 - 393.5 changes to employee's regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
 - 393.6 other workplace matters that are likely to significantly or materially impact employees.
394. The ACSQHC, 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 ACSQHC. 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

395. This clause applies if the ACSQHC
- 395.1 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
 - 395.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

396. 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.
397. The ACSQHC must recognise the representative if:
- 397.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 397.2 the employee or employees advise the employer of the identity of the representative.

Major change

398. In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:
- 398.1 the termination of the employment of employees; or
 - 398.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - 398.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 398.4 the alteration of hours of work; or
 - 398.5 the need to retrain employees; or

- 398.6 the need to relocate employees to another workplace; or
 - 398.7 the restructuring of jobs.
399. The following additional consultation requirements in clause 400 to 406 apply to a proposal to introduce a major change referred to in clause 393.3.
400. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 394.
401. Where practicable, an ACSQHC 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.
402. The ACSQHC must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
403. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 394, the ACSQHC must:
- 403.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - 403.1.1 the proposed change:
 - 403.1.2 the effect the proposed change is likely to have on the employees; and
 - 403.1.3 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - 403.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - 403.2.1 all relevant information about the proposed change, including the nature of the change proposed; and
 - 403.2.2 information about the expected effects of the proposed change on the employees; and
 - 403.2.3 any other matters likely to affect the employees.
404. The ACSQHC 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.
405. However, the ACSQHC is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
406. 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 ACSQHC, the requirements set out in clauses 400 to 404 are taken not to apply.

Change to regular roster or ordinary hours of work

407. The following additional consultation requirements in clause 408 to 410 apply to a proposal to introduce a change referred to in clause 393.5.

408. The ACSQHC must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
409. As soon as practicable after proposing to introduce the change, the ACSQHC must:
- 409.1 discuss with employees and the relevant union(s) and/or other recognised representatives:
 - 409.1.1 the proposed introduction of the change; and
 - 409.2 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - 409.2.1 all relevant information about the proposed change, including the nature of the proposed change; and
 - 409.2.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - 409.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - 409.3 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 ACSQHC is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
410. The ACSQHC 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

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

Agency consultative committee

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

APS consultative committee

414. The CEO 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

415. If a dispute relates to:
- 415.1 a matter arising under the agreement; or
 - 415.2 the National Employment Standards;
- this term sets out procedures to settle the dispute.
416. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
417. 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.
418. 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.
419. 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 418 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
420. The Fair Work Commission may deal with the dispute in two stages:
- 420.1 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
 - 420.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - 420.2.1 arbitrate the dispute; and
 - 420.2.2 make a determination that is binding on the parties.

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

421. While the parties are attempting to resolve the dispute using the procedures in this term:
- 421.1 an employee must continue to perform their work as they would normally in accordance with established custom and practice at the ACSQHC that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
 - 421.2 subject to clause 421.1, 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:
 - 421.2.1 the work is not safe; or

- 421.2.2 applicable work health and safety legislation would not permit the work to be performed; or
- 421.2.3 the work is not appropriate for the employee to perform; or
- 421.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.

- 422. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
- 423. Any disputes arising under the Australian Commission on Safety and Quality in Health Care Enterprise Agreement 2019-2022 or the National Employment Standards that were formally notified under clause 56 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

- 424. Where the provisions of clauses 415 to 419 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 416 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 419.

Delegates' rights

- 425. 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 ACSQHC.
- 426. The role of union delegates is to be respected and supported.
- 427. The ACSQHC and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

- 428. The ACSQHC respects the role of union delegates to:
 - 428.1 provide information, consult with and seek feedback from employees in the workplace on workplace matters;
 - 428.2 consult with other delegates and union officials, and get advice and assistance from union officials;
 - 428.3 represent the interests of members to the employer and industrial tribunals; and
 - 428.4 represent members at relevant union forums, consultative committees or bargaining.
- 429. The ACSQHC 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.

430. 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.
431. To support the role of union delegates, the ACSQHC will, subject to legislative and operational requirements, including privacy and security requirements:
- 431.1 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;
 - 431.2 advise union delegates and other union officials of the ACSQHC facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
 - 431.3 allow reasonable official union communication appropriate to the ACSQHC 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;
 - 431.4 provide access to new employees as part of induction; and
 - 431.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
432. 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 ACSQHC before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

Section 11: Separation and retention

Resignation

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

Resignation on a public holiday

- 436. Where an employee resigns on a public holiday, they will be deemed to have resigned on the last working day prior to the public holiday.

Termination of employment – right of review

- 437. The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee has under:
 - 437.1 Parts 3-1 and 3-2 of the FW Act;
 - 437.2 Other Commonwealth laws; and
 - 437.3 Common law.
- 438. Termination of, or a decision to terminate, employment cannot be reviewed under dispute resolution procedure outlined in the Agreement.
- 439. Nothing in the Agreement prevents the CEO from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with the FW Act subject to compliance with the procedures established by the CEO for determining whether an employee has breached the APS Code of Conduct.

Payment on death of an employee

- 440. When an employee dies, or the CEO has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the CEO 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

Excess employees

441. An employee is 'excess' when:
- 441.1 They are included in a class of employees in ACSQHC comprising a greater number than is necessary for the efficient and economical working of ACSQHC;
 - 441.2 Due to technological or other changes in the work methods of ACSQHC, or structural or other changes in the nature, extent or organisation of the functions of ACSQHC, the services of the employee cannot be effectively used; or
 - 441.3 The duties usually performed by the employee are to be performed at a different locality and the employee is not willing to perform those duties at the new locality, and the CEO has determined that the provisions of this clause may apply to that employee.

Eligible employees

442. The provisions of this Part only apply to ongoing employees other than employees on probation.

CEO's powers

443. The powers of the CEO with regard to excess employees allow the CEO to:
- 443.1 Reassign duties to an employee within ACSQHC and determine the place at which the duties are performed
 - 443.2 Consider options for redeployment of the employee to another APS agency
 - 443.3 Reduce the classification level of an employee on the grounds that the employee is excess to the requirements of ACSQHC at the higher classification level
 - 443.4 Terminate the employment of an employee on the grounds that the employee is excess to the requirements of ACSQHC.

Timely advice

444. When the CEO is aware that an employee is likely to become excess, the CEO will advise the employee at the earliest practicable time.
445. The CEO will hold discussions with the potentially excess employee to consider:
- 445.1 Redeployment opportunities for the employee concerned; and
 - 445.2 Whether voluntary redundancy might be appropriate.

Referral to employee – initial discussion

446. Where an employee is identified as potentially excess, the CEO will hold an initial discussion with the employee and/or the employee's representative.
447. During this initial discussion period of one month, unless the employee agrees to a lesser period, the CEO will not:

447.1 Invite the employee to accept an offer of voluntary redundancy ; or

447.2 Advise that employee in writing that they are excess.

448. The CEO may, prior to the conclusion of these discussions, invite employees who are not potentially excess to express an interest in voluntary redundancy, where those redundancies would permit the redeployment of employees who are potentially excess. The CEO will not advise an employee they are excess until the discussions referred to in clause 445 have occurred.

Voluntary Redundancy

449. Where the CEO invites an excess employee to accept voluntary redundancy, the employee will have one month to accept or reject the invitation. The CEO will not give notice of termination on the grounds that the employee is excess to requirements, before the end of that period or until such acceptance is received (where the acceptance is received before the end of that period).

Information to employee

450. At the time of inviting the employee to accept a voluntary redundancy , the CEO will provide the employee the following information:

450.1 The amounts of redundancy pay, payment in lieu of notice, and likely payment in lieu of leave credits;

450.2 The amount of accumulated superannuation contributions;

450.3 The options open to the employee concerning superannuation; and

450.4 The taxation rules applying to the various payments.

Financial assistance

451. Employees considering voluntary redundancy also have access to financial assistance up to a total maximum of \$511 (inclusive of GST) for financial counselling, and a further \$511 (inclusive of GST) for career counselling where such career counselling is not otherwise provided through the EAP.

Period of notice

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

Payment in lieu of notice

453. Where an employee's employment is terminated either before, or within the notice period, they will receive payment in lieu of notice for the unexpired portion of the notice period.

Redundancy Benefit

454. Where an employee accepts an offer of voluntary redundancy and the CEO terminates the employee's employment, the employee is entitled to be paid a redundancy benefit of a sum equal to two week's salary for each completed year of service, plus a pro-rata payment for

completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the NES.

455. The minimum sum payable will be four week's salary and the maximum will be 48 week's salary.

Part-time service

456. The redundancy benefit will be calculated on a pro-rata basis for any period where an employee has worked part-time hours during the employee's period of service and the employee has less than 24 years full-time service, subject to any minimum amount the employee is entitled to under the NES.

Earlier periods of service

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

- 457.1 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
- 457.2 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 the then section 49 (as repealed in 1966) of the repealed Public Service Act 1922.

Service for redundancy benefits purposes

458. Subject to clause 457, and having regard to clauses 454 to 456 and clause 461, service for redundancy benefit purposes means:

- 458.1 Service in ACSQHC;
- 458.2 Government service as defined in section 10 of the LSL Act;
- 458.3 Service with the Commonwealth (other than service with a Joint Commonwealth/State body or a body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
- 458.4 Service with the ADF;
- 458.5 APS service immediately preceding deemed resignation under the then section 49 (as repealed in 1966) of the repealed Public Service Act 1922, if the service has not previously been recognised for redundancy pay purposes; and
- 458.6 Service in another organisation where an employee was transferred from the APS to that organisation with a transfer of function; or an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.

Service not to count

459. Having regard to clause 458, any period of service which ceased:

- 459.1 Through termination on the following grounds, or on a ground equivalent to any of the following grounds:

- 459.1.1 The employee lacks, or has lost, an essential qualification for performing the employee's duties; or
- 459.1.2 Non-performance, or unsatisfactory performance, of duties; or
- 459.1.3 Inability to perform duties because of physical or mental incapacity; or
- 459.1.4 Failure to satisfactorily complete an entry level training course; or
- 459.1.5 Failure to meet a condition of the employee's engagement; or
- 459.1.6 A breach of the Code of Conduct; or
- 459.2 On a ground equivalent to a ground listed in subparagraph 459.1 above under the repealed Public Service Act 1922; or
- 459.3 Through voluntary redundancy at or above the minimum retiring age applicable to the employee; or
- 459.4 With the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit

will not count as service for redundancy benefit purposes.

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

Redundancy benefit – rate of payment

461. For the purpose of calculating any payment under this clause, salary will include:
- 461.1 The employee's salary; or
 - 461.2 The salary of the higher position, where the employee has performed duties at the higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of redundancy ; and
 - 461.3 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, or a payment for disabilities associated with the performance of duty.

Involuntary Redundancy

Retention periods

462. Where an excess employee has not accepted an offer of voluntary redundancy, the excess employee will not be involuntarily terminated by the CEO until the following retention periods have elapsed:
- 462.1 56 weeks where an employee has 20 or more years of service or is over 45 years of age; or
 - 462.2 30 weeks for other employees.
463. If an employee is entitled to a redundancy payment under the NES, the retention period at clauses 462.1 and 462.2 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).

Retention period commencement

464. The retention period will commence on the earlier of the following:

- 464.1 The day the employee is advised in writing by the CEO that the employee is an excess employee; or
- 464.2 One month after the day on which the CEO invites the employee to elect to be voluntarily redundancy.

Redeployment attempts

465. During a retention period the CEO and the excess employee will take reasonable steps to find alternative employment for the excess employee, this may include the provision of appropriate training.

Travel expenses incurred

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

Termination of employment during retention period

467. Where the CEO believes there is insufficient productive work available for an excess employee during the retention period, the CEO may terminate the employee's employment and pay a lump sum comprising:

- 467.1 The balance of the retention period (as shortened for the NES) under clauses 462 and 463 and this payment will be taken to include the payment in lieu of notice of termination of employment, plus;
- 467.2 The employee's NES entitlement to redundancy pay.

Notice period

468. An excess employee will not be involuntarily terminated without being given four weeks' notice (or five weeks' notice for an employee over 45 years of age with at least two years of continuous service). Wherever possible, this notice period will be concurrent with the retention period.

Reduction in classification

469. During a retention period, the CEO:

- 469.1 Will continue to take reasonable steps to find alternative employment for the excess employee; and/or
- 469.2 May, with four weeks' notice, reduce the excess employee's classification as a means of securing alternative employment for the excess employee.

Income maintenance as a result of reduction in classification

470. 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 with the exception of reductions for breaches of the APS Code of Conduct.

Attachment A – Base salaries

Classification	Salary levels	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
EL2	EL2.4	\$158,107	\$164,431	\$170,679	\$176,482
	EL2.3	\$150,518	\$156,539	\$162,487	\$168,012
	EL2.2	\$145,654	\$151,480	\$157,236	\$162,582
	EL2.1	\$133,542	\$138,884	\$144,162	\$149,064
EL1	EL1.4	\$127,657	\$132,763	\$137,808	\$142,493
	EL1.3	\$122,605	\$127,509	\$132,354	\$136,854
	EL1.2	\$116,801	\$121,473	\$126,089	\$130,376
	EL1.1	\$111,929	\$116,406	\$120,829	\$124,937
APS6	APS6.4	\$102,756	\$106,866	\$110,927	\$114,699
	APS6.3	\$100,505	\$104,525	\$108,497	\$112,186
	APS6.2	\$95,502	\$99,322	\$103,096	\$106,601
	APS6.1	\$91,084	\$94,727	\$98,327	\$101,670
APS5	APS5.3	\$87,992	\$91,512	\$94,989	\$98,219
	APS5.2	\$83,577	\$86,920	\$90,223	\$93,291
	APS5.1	\$81,364	\$84,619	\$87,835	\$90,821
APS4	APS4.3	\$80,208	\$83,416	\$86,586	\$89,530
	APS4.2	\$77,999	\$81,119	\$84,202	\$87,065
	APS4.1	\$75,910	\$78,946	\$81,946	\$84,732
APS3	APS3.4	\$74,265	\$77,236	\$80,171	\$82,897
	APS3.3	\$70,897	\$73,733	\$76,535	\$79,137
	APS3.2	\$68,898	\$71,654	\$74,377	\$76,906
	APS3.1	\$67,002	\$69,682	\$72,330	\$74,789
APS2	APS2.4	\$63,269	\$65,800	\$68,300	\$70,622
	APS2.3	\$61,510	\$63,970	\$66,401	\$68,659
	APS2.2	\$59,717	\$62,106	\$64,466	\$66,658
	APS2.1	\$57,979	\$60,298	\$62,589	\$64,717
APS1	APS1.4	\$55,714	\$57,943	\$60,145	\$62,190
	APS1.3	\$53,122	\$55,247	\$57,346	\$59,296
	APS1.2	\$51,362	\$53,416	\$55,446	\$57,497
	APS1.1	\$49,608	\$52,000	\$54,516	

Attachment B – Supported Wage System

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

Definitions

2. In this schedule:

Approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

Assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

Disability Support Pension means the Commonwealth Government pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991 (Cth)*, as amended from time to time, or any successor to that scheme.

Relevant minimum wage means the minimum wage prescribed in this agreement for the class of work for which an employee is engaged.

Supported Wage System (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the JobAccess website (www.jobaccess.gov.au).

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

Eligibility criteria

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

Supported wage rates

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

Table 2 Applicable percentage of relevant minimum wage paid to applicable employees

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

6. Provided that the minimum amount payable to an employees to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.
7. Where an employee’s assessed capacity is 10 per cent, they must receive a high degree of assistance and support.

Assessment of capacity

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

Lodgement of SWS wage assessment agreement

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

Review of assessment

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

Other terms and conditions of employment

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

Workplace adjustment

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

Trial period

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

Attachment C – Recognition of allowances for particular purposes

	Counts as salary for superannuation purposes (CSS and PSSdb only r	Counts towards salary for calculation of overtime salary	Payable during long service leave	Payable during any other leave other than long service leave	Reduced pro-rata during period of half pay leave (if payable during leave)	Included in income maintenance for excess employees	Included in salary for calculation of redundancy payments	Included in salary for payment in lieu of notice of termination of employment	Payment in lieu of long service leave	Payment in lieu of annual leave
Higher duties allowance	@	✓	*	*	✓	*	*	*	#	^
Workplace responsibility allowance ¹	✓	X	✓	X	X	X	X	✓	✓	X
Part-day travel allowance ²	X	X	X	X	X	X	X	X	X	X
Motor Vehicle Allowance ³	X	X	X	X	X	X	X	X	X	X
Overtime meal break allowance ²	X	X	X	X	X	X	X	X	X	X
Community Language Allowance ¹	✓	X	*	*	✓	✓	✓	✓	*	X
Eyewear reimbursement ²	X	X	X	X	X	X	X	X	X	X
Financial Assistance – Mature Age ²	X	X	X	X	X	X	X	X	X	X
Financial Assistance – Voluntary redundancy ²	X	X	X	X	X	X	X	X	X	X

KEY

#	Yes, if in receipt of allowance for a continuous period of greater than 12 months.
✓	Yes
^	Yes, if in receipt of allowance on last day of service.
X	No
@	Yes, subject to a qualifying period in accordance with the Superannuation (CSS/PSS) Salary Regulations 1978, unless indicated otherwise in the Agreement.
*	Yes, subject to certain conditions.
¹	These allowances will be adjusted by salary increases under this Agreement.
²	These allowances will be adjusted on 1 November 2024, 1 November 2025 and 1 November 2026 in line with the Consumer Price Index (CPI). The applicable figure will be the year-to-date percentage change in the most recently released September quarter of the CPI, All Groups, Australia, as published by the Australian Bureau of Statistics.
³	The rate of MVA payable will be adjusted in line with the set rate specified by the Australian Tax Office in the 'cents per kilometre' method for claiming car expenses.

Signatories – Australian Commission on Safety and Quality Enterprise Agreement 2024-2027

The Australian Commission on Safety and Quality in Health Care Enterprise Agreement 2024-2027 is made under section 172 of the *Fair Work Act 2009*.

Employer

Signed for, and on behalf of, the Commonwealth by the Chief Executive Officer, Australian Commission on Safety and Quality in Health Care



Signed:

Full Name: Conjoint Professor Anne Duggan

Position: Chief Executive Officer, Australian Commission on Safety and Quality in Health Care

Date: 19 February 2024

Address: Level 5, 255 Elizabeth Street, Sydney NSW 2000

Bargaining Representatives

Community and Public Sector Union

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



Signed:

Full Name: Melissa Payne

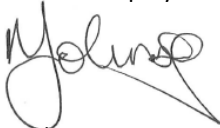
Position: Assistant National Secretary

Date: 19 February 2024

Address: 54-58 Foveaux St, Surry Hills, NSW, 2010

Dr Niall Johnson

Signed as an authorised employee bargaining representative.



Signed: .

Position: Employee bargaining representative – Australian Commission on Safety and Quality in Health Care employee

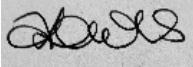
Date: 19 February 2024

Address: Level 5, 255 Elizabeth Street, Sydney NSW 2000

Signatories – Australian Commission on Safety and Quality Enterprise Agreement 2024-2027

Dr Anna Lewis

Signed as an authorised employee bargaining representative.

Signed: 

Position: Employee bargaining representative - Australian Commission on Safety and Quality in Health Care employee

Date: 19 February 2024

Address: Level 5, 255 Elizabeth Street, Sydney NSW 2000