



Fair Work
Commission

Fair Work Commission Enterprise Agreement 2024–2027

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Part A—Technical Matters

Title

1. This agreement will be known as the Fair Work Commission Enterprise Agreement 2024–2027.

Parties to the agreement

2. The agreement covers:
 - 2.1. the General Manager of the Agency, for and on behalf of the Commonwealth of Australia as the employer;
 - 2.2. all employees in the Agency 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, and the following employee organisation which were a bargaining representative for this agreement:
 - 2.3.1. Community and Public Sector Union (CPSU).

Operation of this agreement

3. This agreement will commence operation 7 days after approval by the Fair Work Commission.
4. This agreement will nominally expire on 28 February 2027.

Delegations

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

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 Agency in any respect when compared with the NES.

Closed comprehensive agreement

7. This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.
8. This agreement will be supported by policies and guidelines, as implemented and varied from time to time.

9. Policies and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this agreement, the terms of this agreement will prevail.

Individual flexibility arrangements

10. The Agency and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - 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 Agency 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 Agency and employee.
11. The Agency 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 Agency must ensure that the individual flexibility arrangement:
 - 12.1. is in writing;
 - 12.2. includes the name of the Agency and employee;
 - 12.3. is signed by the Agency and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - 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 Agency must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

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

Definitions

16. The following definitions apply to this agreement:

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.

Agency Head or General Manager means the General Manager of the Fair Work Commission or the General Manager's delegate.

Agreement means the Fair Work Commission 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.

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

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

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

Classification 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.

Corporate Plan means the corporate plan published by the Commission by 31 August of each year under section 35 of the *Public Governance, Performance and Accountability Act 2013*.

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

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

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

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).

Employer or The Agency means the Commonwealth of Australia, acting through the General Manager of the Fair Work Commission, as the employing authority

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.

Excess employee means an employee declared excess under Part M of this agreement.

Fair Work Commission means the Fair Work Commission in its capacity as a tribunal.

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.

Flextime means a system of flexible working arrangements which enables an employee and the General Manager to vary working hours, patterns and arrangements (subject to operational requirements) to average working hours of 36¾ hours (36 hours and 45 minutes) per week for the settlement period.

Full-time employee means an employee employed to work an average of 36¾ hours (36 hours 45 minutes) per week in accordance with this agreement.

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

Location of work means an employee's standard place of work will be the designated office location identified in the employee's letter of offer or other engagement documentation. If no designated office location was specified on engagement, the General Manager may specify a designated office location by advising the employee in writing. The General Manager and

employee may agree to vary the employee's designated office location on a temporary or permanent basis.

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.

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.

Official travel means travel that an employee is requested to undertake on behalf of the employer and which has been approved in advance. Further information can be found in Agency policy.

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 (and includes a former spouse and former de facto partner).

Part-time employee means an employee whose ordinary hours are less than 36¾ hours (36 hours 45 minutes) per week in accordance with this agreement.

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.

Probationary employee means an ongoing or non-ongoing APS employee whose employment is subject to a probationary condition under section 22(6) of the PS Act.

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

Relevant employee means an affected employee.

Secondary caregiver for the purposes of the parental leave clause means an employee, other than a pregnant employee or 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.

Settlement period means a 2 week period beginning on a pay day Thursday for the purposes of determining flextime credit or debit carryover.

Aims and objectives

17. This agreement:

- 17.1. Assists the Agency in achieving its purpose and strategic goals and in delivering its legislative functions as set out in the Corporate Plan;
- 17.2. Facilitates a cooperative and consultative workplace through consultation arrangements set out in the agreement and recognises the need to consult with employees in all locations;
- 17.3. Recognises the ongoing development of our organisational capability to deliver services to the highest standard in order to meet our legislative obligations and the needs of our stakeholders;
- 17.4. Acknowledges that employees have to balance their working life with other commitments, including family and the community. This is recognised through the provision of a range of flexible working arrangements, leave provisions and assistance programs.

Part B—Classifications and broadbands

Work Level Standards

18. 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.
19. The employer will allocate an approved classification to each employee based on the group of duties that are performed by the employee (other than duties temporarily assigned to the employee) in accordance with the *Public Service Classification Rules 2000* and associated APS Work Level Standards. Relevant approved classifications are:
 - 19.1. Executive Level 2 (EL2)
 - 19.2. Executive Level 1 (EL1)
 - 19.3. APS 6
 - 19.4. APS 4–5 (within broadband)
 - 19.5. APS 1–3 (within broadband)

Broadbanded classifications

20. Where the duties of a position are broadbanded across multiple classifications, work will usually be allocated so that the duties allocated to a new or newly promoted employee fall within the lowest classification of the broadband. If the work allocated to a new employee falls within a higher classification covered by the broadband (as assessed under the APS work level standards), the employee will commence at the lowest pay point for the higher classification.
21. An employee can progress to a higher classification within a broadband provided the following requirements are met (in addition to the requirements of clause 20).

- 21.1. There must be sufficient ongoing work available at the higher classification; and
- 21.2. The employee's overall performance must have been rated at least 'satisfactory' at the last performance assessment; and
- 21.3. Either:
 - 21.3.1. There must have been an assessment of the employee's work related qualities, including an assessment that the employee has the necessary qualifications, skills and experience required by the APS work level standards for the higher classification; or
 - 21.3.2. The employee must have been successful in an open merit selection process consistent with paragraph 10A(1)(c) of the PS Act.

Part C—Remuneration

Salary

- 22. Salary rates will be as set out in Appendix A to this agreement.
- 23. The base salary rates in Appendix A include the following increases:
 - 23.1. 4.0 per cent from the first full pay period on or after 1 March 2024 (the 14 March 2024);
 - 23.2. 3.8 per cent from the first full pay period on or after 1 March 2025 (the 13 March 2025); and
 - 23.3. 3.4 per cent from the first full pay period on or after 1 March 2026 (the 12 March 2026).
- 24. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the payments in Appendix A were calculated based on base salary rates as at 31 August 2023.

Payment of salary

- 25. 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.

- 26. Ongoing employees can choose to access salary packaging arrangements, as provided by the employer's relevant policy. Where an employee enters a salary packaging arrangement, the employee's salary for the purpose of calculating entitlements to superannuation, severance, termination and any other payments under this agreement will be the salary that would apply if a packaging arrangement had not occurred.

Overpayments

27. An overpayment occurs if the General Manager (or the Agency) provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
28. Where the General Manager considers that an overpayment has occurred, the General Manager will provide the employee with notice in writing. The notice will provide details of the overpayment.
29. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the General Manager 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.
30. If after considering the employee's response (if any), the Agency Head confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.
31. The General Manager 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.
32. The Agency and employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment.
33. Interest will not be charged on overpayments.
34. Nothing in clauses 27 to 33 prevents:
 - 34.1. the Agency from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
 - 34.2. the Agency from pursuing recovery of the debt through other available legal avenues; or
 - 34.3. the employee or the Agency from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Salary setting

35. Where an employee is engaged, moves to or is promoted in the Agency, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the General Manager determines a higher salary within the relevant salary range under these salary setting clauses.
36. The General Manager 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.
37. In determining a salary under these salary setting clauses, the General Manager will have regard to relevant factors including the employee's experience, qualifications and skills.

38. Where an employee commences ongoing employment in the Agency immediately following a period of non-ongoing employment in the Agency for a specified term or task, the General Manager will determine the payment of the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the Agency.
39. Where an employee commences ongoing employment in the Agency immediately following a period of casual employment in the Agency, the General Manager will determine the payment of salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the Agency.
40. Where an APS employee moves to the Agency at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the General Manager will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
41. Where the General Manager determines that an employee's salary has been incorrectly set, the General Manager may determine the correct salary and the date of effect.

Superannuation

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

Method for calculating superannuation salary

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

Payment during unpaid parental leave

48. Employer contributions will be paid on periods of unpaid parental leave in accordance with the requirements of the PSSap fund where the employee is a member of the PSSap, and up to a maximum of 52 weeks where the employee is a member of an accumulation fund other than PSSap.
49. The Agency will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the Agency's payroll system.

Part D—Performance and salary progression

Performance management

50. Employees must participate in the Agency's performance management framework. The performance management cycle runs from 1 July to 30 June.
51. Ongoing, meaningful performance discussions between managers and employees are a critical element of the Agency's performance management framework. Performance management processes are set out in the Agency's policies and procedures, including the responsibilities, rights and obligations of the employer and employees in managing performance.

Performance and development plans

52. All employees must have a current Performance and Development Plan (PDP) except non-ongoing employees engaged for fewer than 3 months.
53. A manager and employee will consult in developing an employee's PDP each year. PDPs will record an employee's duties and performance measures, participation, professional development/training and learning goals and leadership and behaviour expectations. A PDP may also record measures that a manager and employee have agreed will support the attainment of an employee's training and learning goals.

Increment advancement

54. An employee is entitled to progress each year to the next higher pay point within their classification, as set out in Appendix A, subject to meeting all applicable requirements in clause 55. Progression to the next pay point will take effect from the first full pay period after 1 July each year.
55. To be eligible to progress to the next pay point:
 - 55.1. The employee must have undertaken duties at or above their current classification level for at least 3 months within the relevant annual performance cycle. This includes periods of paid leave, periods of unpaid leave that count as service and service while employed on a non-ongoing basis. There are 2 exceptions to this requirement:
 - 55.1.1. Where an employee has transferred from another APS Agency at the same or lower salary, the employee is eligible for progression. In this case, performance will be assessed in conjunction with the previous APS Agency; and
 - 55.1.2. Where the employee has not completed 3 months' work in the annual performance cycle due to absence on parental leave (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);
 - 55.2. The employee must have participated in PDP reviews, as required by the employer's performance and development framework; and
 - 55.3. The employee's overall performance must have been rated as at least 'satisfactory'.

56. An employee who is acting at a higher classification, and satisfies other eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.
57. Salary progression while acting at a higher classification, will be retained for future acting duties at, or promotion to, that classification regardless of elapsed time.

Unsatisfactory performance

58. The Agency is committed to ongoing, meaningful performance communications between a manager and employee. Where a manager makes an assessment that an employee's performance is unsatisfactory or is at significant risk of being unsatisfactory, the Agency will work with the affected employee and manager to achieve, and then to maintain, satisfactory performance standards:
 - 58.1. In the first instance, the manager will generally manage the unsatisfactory performance informally through discussions.
 - 58.2. The manager will notify the employee of the commencement of a formal performance management process.
59. The employer will have regard to the following during any underperformance process:
 - 59.1. Working with the employee to restore performance to a satisfactory level, including by identifying support and assistance that is available to the employee;
 - 59.2. Clear identification and communication of barriers to satisfactory performance and of the required performance standards and measures;
 - 59.3. Natural justice and procedural fairness, including setting appropriate timeframes for expected improvements in performance. Generally speaking, the maximum period in which improvements must be demonstrated will usually be 3 months; and
 - 59.4. The right of affected employees to support and/or representation during the process and at any meeting that is relevant to the process.

Part E—Working hours and arrangements

Types of employment

60. Ongoing employee, non-ongoing employee, casual (irregular or intermittent) employee, full-time employee and part-time employee are defined in the definitions section.

Job security

Commitment to ongoing employment and rebuilding APS capacity

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

Reporting

62. Where a consultative committee is in place, the Agency will report to the Agency consultative committee on an annual basis, or more frequently if agreed, on the number, duration, classification and location of ongoing, non-ongoing and casual employees engaged by the Agency.

Pathways to permanency

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

Casual (irregular or intermittent) employment

64. A casual (irregular or intermittent) employee is defined in the definitions section.
65. A decision to expand the use of casual employees is subject to Consultation as outlined in Part K of this agreement.
66. The Agency will regularly review the working arrangements of casuals to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
67. Remuneration for casual employees shall be on an hourly basis. A casual employee shall receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
68. 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.
69. A casual employee shall be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
70. A casual employee who is eligible for Workplace Responsibility Allowance will be paid the full amount.

Non-ongoing employment

71. A non-ongoing employee is defined in the definitions section.
72. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
 - 72.1. personal/carer's leave accrual at clauses 117 and 139;
 - 72.2. redundancy provisions outlined in Part M, subject to clause 73;
73. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions outlined in Part M will apply.
74. If the redundancy provisions apply to an employee under clause 73, the agency must adhere to the consultation requirements outlined in Part K.

Ordinary working hours

75. Ordinary working hours are to be worked between 7am and 7pm, Monday to Friday (the span of ordinary hours).
76. Full-time employees are required to work 36¾ hours (36 hours 45 minutes) per week:
 - 76.1. Standard hours for full-time employees are 7 hours and 21 minutes a day.
 - 76.2. An employee should not work more than 10 hours per day unless directed to do so.
 - 76.3. An employee must not work for more than 5 hours without an unpaid break of at least 30 minutes.
77. The employer may, following consultation as outlined in Part K of this agreement, require employees providing coast to coast business support services to work their standard hours between 7am and 8pm. In this case, APS 1 to APS 6 employees will be entitled to be paid for hours worked between 7pm and 8pm at the rate of time and a half of ordinary base salary. Alternatively, the employer may approve time off in lieu.
78. Where an employee works standard hours between 7pm and 8pm as set out in clause 77, the provisions of this agreement concerning minimum time engagement (clause 89) and overtime meal allowance (clause 91) do not apply.
79. Arrangements for part-time employees will be recorded in writing, including:
 - 79.1. Hours worked in a settlement period;
 - 79.2. Agreed days of work;
 - 79.3. Agreed start and finish times; and
 - 79.4. Where the employee does not permanently work part-time, timeframe for review of part-time arrangements.

Part-time work

80. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
81. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
82. Part-time employees will be engaged for a minimum of 3 hours on any day they are engaged to work.
83. The following entitlements provided by this agreement are provided to part-time employees on a *pro rata* basis, that is, based on the hours the person works as a proportion of full-time hours:
 - 83.1. Salaries;
 - 83.2. Annual Leave;
 - 83.3. Personal Leave;
 - 83.4. Paid parental leave;
 - 83.5. Leave which is granted as a form of studies assistance
84. Expense-related allowances or reimbursements will be paid to part-time employees at the same amount as full-time employees.

Arrangements where additional hours are worked

85. Employer may require overtime to be worked in certain circumstances

85.1. The employer may require employees to work reasonable overtime:

85.1.1. outside the span of ordinary hours, or

85.1.2. for part-time employees, in excess of agreed part-time hours.

85.1.3. within the span of ordinary hours, where the employee works in excess of 10 hours in a day.

85.2. The employee can refuse to work overtime where, in all the circumstances (including the employee's personal circumstances and the employee's PDP arrangements), it is reasonable to refuse to do so.

85.3. Overtime cannot be worked without the prior approval of the employee's manager.

86. If additional hours are spent in travel, overtime does not apply under this clause (see instead clauses 308 to 311 regarding excess travel time).

APS1 to APS6 Overtime

87. The remaining provisions of this Part (clauses 88 to 91, paid overtime, time off in lieu of overtime, break after overtime and meal allowances) only apply to APS1 to APS6 employees who are required by the employer to work overtime, approved in advance.

88. Rates at which overtime is paid or time off in lieu taken

88.1. Overtime is to be paid (or taken as time off in lieu (TOIL) of overtime) as follows:

88.1.1. **Overtime worked on a Monday to Saturday inclusive:** at the rate of time and a half for the first 3 hours, and double time thereafter.

88.1.2. **Overtime worked on a Sunday:** at the rate of double time.

88.1.3. **Overtime worked on a public holiday:** at the rate of double time and half (which includes any payment for the employee's ordinary hours on the public holiday).

88.2. An employee may request to take overtime as either TOIL or paid overtime, or a combination. In considering the request, the manager will have regard to operational requirements and to the employee's personal circumstances.

88.3. Where the manager agrees that overtime is to be taken as TOIL, TOIL will be calculated based on the overtime rates in clause 88.1. The time off will be taken at a time mutually agreed in advance by the employee and their manager. TOIL that has not been taken within 2 months of accrual will be paid out (as paid overtime).

89. Minimum overtime engagement

89.1. There is no minimum overtime engagement for overtime worked on Monday to Friday that is not a separate overtime engagement.

89.2. The minimum payment for overtime worked on a Saturday, Sunday or public holiday is:

89.2.1. Where the employee is on call under clause 92:

- 89.2.1.1. One hour, where work is able to be performed remotely (e.g. from the employee's home or laptop); or
- 89.2.1.2. 3 hours, where the employee is required to attend the workplace; or
- 89.2.2. In all other circumstances, 4 hours for each separate attendance at the workplace.
- 89.3. Where an employee is on call under clause 92 and performs work remotely more than once on the same day, the employee will be paid either:
 - 89.3.1. Where the total time worked is less than one hour, the minimum payment of one hour; or
 - 89.3.2. Where the total time worked is more than one hour, for the actual time worked.

For example: if an employee remotely performs 20 minutes of work 4 times on a Saturday, they will be paid overtime for 80 minutes (1 hour and 20 minutes).

- 89.4. An employee who is working overtime is not entitled to be paid for time spent in travel.

90. Break after working overtime

- 90.1. An employee who works overtime should (except in unavoidable circumstances) have at least 8 consecutive hours off duty (plus reasonable travelling time) before they commence duty on the following day, without loss of pay.
- 90.2. If an employee is directed to perform duty without such a break, they will be paid at double time rates (or, if clause 88.1.3 applies, at that higher rate) until they have had the required time off.

91. Overtime meal allowance

- 91.1. An employee who is required to perform duty outside the span of ordinary hours or on a Saturday, Sunday or public holiday will be paid a meal allowance of \$31.95 provided the employee either:
 - 91.1.1. commenced work before the start of a meal period and worked to the completion of the meal period; or
 - 91.1.2. commenced work before the start of a meal period and worked beyond the completion of the meal period.
- 91.2. A meal period in clause 91.1 means the following periods:
 - 91.2.1. 7am to 9am
 - 91.2.2. 12 noon to 2pm
 - 91.2.3. 6pm to 7pm
 - 91.2.4. 12 midnight to 1am.
- 91.3. Meal allowances are not payable where an employee is in receipt of travel allowance or where a meal has been provided (for example at an official function).

On call arrangements

92. An APS1 to APS6 employee who is directed to be and remains contactable and available to work for a specified period outside the span of ordinary hours will be paid an allowance of 10 per cent of their ordinary hourly rate for each hour they are so rostered. This allowance is payable whether or not the employee is called on to perform any duty.
93. This direction is to be made by the employee's manager.
94. Where the on call employee is required to perform duty during an on call period, they will be paid the minimum overtime engagement of one hour (where work is able to be performed remotely) or 3 hours (where the employee is required to attend the workplace) as set out in clause 89.2.1.
95. Payment will not be made to an employee for any period for which the employee does not remain contactable or at the required degree of readiness to perform duty.

Flexitime

96. Flexitime is available to APS1 to APS6 employees (including part-time and non-ongoing employees but excluding casuals).
97. All APS1 to APS6 employees must record their attendance using the Agency's attendance record (flex sheet).
98. Flexitime is accrued for work that does not attract overtime and which is performed:
 - 98.1. For full-time employees, in excess of standard hours, or
 - 98.2. For part-time employees, in excess of agreed part-time hours, or
 - 98.3. Flexitime can only be taken off and accrued/debited within the span of ordinary hours (7am to 7pm) with the maximum flexitime that can be accrued by a full-time employee in a day being 2:39 hours (to a total working day of 10 hours). Flexitime will not accrue during meal breaks.
99. Unless there are exceptional circumstances, an employee must not carry over to the next settlement period:
 - 99.1. a flexitime credit of more than 5 days (36¾ hours) (pro rata for part-time employees); or
 - 99.2. a flexitime debit of more than 2 days (14 hours and 42 minutes) (pro rata for part-time employees).
100. Where an employee's flexitime balance at the end of a settlement period exceeds the limits in clause 99, the manager and employee will seek to agree upon arrangements to bring the balance within these limits over the next settlement period.
101. If the manager and employee cannot agree within a reasonable period on arrangements to bring an employee's flexitime balance within the limits set out in clause 99:
 - 101.1. Where the employee has more than 5 days of flexitime credit, the manager can direct the employee to take flex leave provided that doing so does not result in the employee's remaining flexitime credit balance being less than 5 days;

101.2. Where the employee has more than 2 days of flextime debit, the General Manager can direct that the flextime debit be deducted from the employee's fortnightly salary so that the employee returns to a zero flextime balance.

102. If, after a direction is given under clause 101, the employee either:

102.1. In the case of clause 101.1, takes flextime leave; or

102.2. In the case of clause 101.2, reduces their flextime debit balance;

with the result that the employee's remaining flextime balance is within the limits set out in clause 99, the direction will be deemed to have been withdrawn.

103. Flex leave is taken where an employee works fewer than their ordinary hours on any given day and is not on any other form of leave. Flex leave requires prior approval by the employee's manager. Flex leave may be approved subject to conditions such as attendance during specified hours or days and arrangements for taking single or part days off.

104. Where it is reasonable and lawful to do so, a manager can (without agreement of the employee) direct that an employee:

104.1. not take flex leave for a period specified by the manager where operational requirements require the employee's attendance;

104.2. not accrue flextime hours (that is, hours in addition to standard hours or agreed part-time hours);

104.3. work standard hours (7 hours and 21 minutes) for a full-time employee or agreed part-time hours for a part-time employee.

The manager will provide the employee with reasons for issuing the direction.

105. Accrued flextime balances will not be paid out upon cessation or termination of employment. Accrued flextime balances of non-ongoing employees who are re-engaged by the employer will not carry over from one contract of employment to the next. Flextime may be taken, with the agreement of the employer, during any period of notice of termination (whether given by the employee or employer). The employer will not unreasonably refuse a request to take flextime during a period of notice.

Note: clause 402 provides that any flextime debit will be deducted from an employee's final payment upon cessation of employment.

Executive Level Time Off in Lieu (EL TOIL)

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

107. EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the Agency.

108. 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.

109. 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.
110. 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.
111. 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.
112. 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.

Workloads

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

Part F—Leave and public holidays

Entitlements on commencement

116. On commencement, an ongoing employee who is new to the APS will be credited with a personal leave credit of 20 days (or pro rata for part-time employees). A further 20 days then accrues for each year thereafter as provided in clause 139.
117. On commencement, a non-ongoing employee who is new to the APS will be credited with a personal leave credit of 20 days pro-rated based on the employee's initial contract period, and capped at 20 days (pro rata for part-time employees). After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, personal leave will accrue thereafter as provided in clause 139.

Portability of leave

118. Where an employee moves into the Agency from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.

119. Where an employee is engaged in the Agency immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
120. Where an employee is engaged as an ongoing employee in the Agency, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another), 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.
121. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
122. Where an employee is engaged as an ongoing employee in the Agency, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 119), the General Manager will recognise any unused accrued personal/carer's leave at the employee's request. The General Manager will advise the employee of their ability to make this request.
123. Where an employee is engaged as an ongoing employee in the Agency, and immediately prior to the engagement the person was employed by a State or Territory Government, the General Manager may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
124. For the purposes of clauses 118 to 123, an employee with a break in service of less than 2 months is considered to have continuity of service.

Annual leave

125. Full-time employees are entitled to annual leave of 147 hours (equivalent to 4 weeks or 20 working days) for each year of service. Annual leave will accrue daily and credit daily. Annual leave for part-time employees accrues on a pro rata basis. Except as provided for in clause 220, annual leave does not accrue in relation to any period of leave which is unpaid.
126. The employer may approve the taking of annual leave (including annual leave at half pay) at any time subject to operational requirements. A manager will not unreasonably refuse to approve leave.
127. Unless approved by the General Manager, annual leave cannot be taken at half pay where the employee has an excess leave balance.
128. Darwin employees accrue an additional 5 days of annual leave for each year of service (or pro rata for part-time employees) which is credited on 1 January each year.
129. Employees who do not have any annual leave credits may, in exceptional circumstances and with the prior written approval of their manager, be advanced a limited amount of future annual leave credit.

130. Where annual leave is cancelled by the Agency or the employee is recalled to duty, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.
131. Employees will receive payment in lieu of any untaken annual leave upon separation from the APS.
132. Where there is a negative leave balance on termination of employment, an equivalent amount will be deducted from any wages owed to the employee (clauses 27 to 34).
133. Public holidays (clauses 194 to 203) falling during annual leave periods are not deducted from annual leave credits.
134. The employer may approve the cashing out of annual leave (that is, receipt of a payment in lieu of taking annual leave). Each cashing out of an amount of paid annual leave must be by a separate agreement in writing by the employer and employee. The employee will be paid the full amount that would have been paid to the employee had the employee taken the leave that is cashed out.
135. An employee is only eligible to cash out annual leave where:
 - 135.1. The employee makes arrangements at the same time to take at least 10 days' annual leave or where the employee has already taken 10 days of annual leave in the previous 12 months; and
 - 135.2. Doing so does not result in the employee's remaining entitlement to paid annual leave being less than 147 hours (20 days).

Excess annual leave balances

136. Where an employee has accrued in excess of 441 hours (60 days) of annual leave, the manager and employee will seek to agree upon on a plan to reduce the employee's annual leave balance. The manager will take the employee's personal circumstances into account in seeking to reach agreement.
137. If agreement is not reached within a reasonable period of time, the manager can direct an employee with more than 441 hours (60 days) of annual leave balance to take annual leave provided that doing so does not result in the employee's remaining entitlement to paid annual leave being less than 220.5 hours (30 days). The manager may specify when the leave is to be taken as long as the employee is provided with at least 8 weeks' notice.
138. If, after a direction is given under clause 137, the employee takes annual leave with the result that the employee's remaining annual leave balance is less than 441 hours (60 days), the direction will be deemed to have been withdrawn.

Personal/carer's leave

139. Employees (other than casual employees) are entitled to 20 days of personal/carer's leave per year of service, which will accrue daily. Except as provided for in clause 220, personal/carer's leave does not accrue in relation to any period of leave which is not paid.
140. The employer will approve personal/carer's leave (including personal/carer's leave at half pay) in the following circumstances:
 - 140.1. **Illness or injury:** The employee is not fit for work because of personal illness or injury.

- 140.2. **Appointments:** to attend appointments with a registered health practitioner
- 140.3. **Chronic Condition:** to manage a chronic condition
- 140.4. **Caring:** To provide care or support for a family member (including a household member) or a person they have caring responsibilities for, because:
 - 140.4.1. of a personal illness or injury affecting the other person; or
 - 140.4.2. of an unexpected emergency affecting the other person.

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

- 140.4.3. have a medical condition, including when they are in hospital;
 - 140.4.4. have a mental illness;
 - 140.4.5. have a disability;
 - 140.4.6. are frail or aged; or
 - 140.4.7. are a child, not limited to a child of the employee
- 140.5. **Urgent household matters or repairs or when moving house.**
 - 140.6. **Graduation ceremonies.**

Clauses 140.5 and 140.6 will be approved for single day absence for each occasion provided that an employee must have a minimum of 10 days of leave remaining for the purposes of clauses 140.1 to 140.4.

- 141. Casual employees or employees with insufficient accrued personal leave are entitled to 2 days' unpaid carer's leave for each occasion when a member of the employee's family, household or kinship requires care or support because of personal illness or injury, or where there is an unexpected emergency affecting such a person.
- 142. There will be no deduction from personal leave credits where a public holiday (clauses 194 to 203) falls during a period of personal/carer's leave.
- 143. The employer may approve an employee taking personal/carer's leave at half pay to cover a specific period of absence. This will result in the period of leave for which the employee is absent being double the amount of leave deducted from the employee's credits.

Notice and evidence requirements for personal/carer's leave

- 144. An employee taking personal/carer's leave must inform the employer as soon as practicable (which may be a time after the leave has started) that they are taking personal/carer's leave and how long they expect to be absent.
- 145. Evidence may be requested after:
 - 145.1. more than 3 consecutive days; or
 - 145.2. more than 10 days without evidence in a calendar year.
- 146. Acceptable evidence includes:

- 146.1. a certificate from a registered health practitioner;
 - 146.2. a statutory declaration; and
 - 146.3. another form of evidence approved by the General Manager.
147. 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.
148. If the employee does not provide the required evidence under clause 145 within a reasonable period, the absence will be treated as absence without approval (see clause 233).

Personal/carer's leave transitional arrangements

149. Where an employee:
- 149.1. has or cares for someone with, a chronic condition or other ongoing illness;
 - 149.2. is recovering from surgery;
 - 149.3. is pregnant; or
 - 149.4. is returning from parental leave or has a child commencing day care;
- and, as a result of the transition to daily accrual of personal/carer's leave, does not have sufficient credit to cover an absence for which they would otherwise be able to take personal/carer's leave, the General Manager will advance the employee's accrual up to the 12 month anniversary when their leave would otherwise be credited.

Parental leave

150. A primary caregiver, secondary caregiver and the ML Act are defined in the definitions section.
151. 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.
152. 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.
153. On ending the parental leave of up to 24 months in clauses 151 and 152, employees are eligible for an extension of unpaid parental leave for a further period of up to 3 years consistent with the relevant provisions of Agency policy.
154. 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

155. An employee is entitled to parental leave with pay as per clauses 157 and 158 below within the parental leave period. Any further parental leave during the parental leave period is without pay.

Unused paid parental leave remaining at the end of the employee’s parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.

- 156. Employees newly engaged or who have moved to the Agency from another APS agency are eligible for the paid parental leave in clauses 157 and 158 where such paid leave had not already been provided by another APS or Commonwealth employer in the 24 months since the child’s date of birth or placement. If the paid leave used by the employee with the previous Commonwealth or APS employer is less than the limits specified in clauses 157 and 158 the balance is available to the employee.
- 157. 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 1** below.

Table 1: 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

- 158. An employee who is a **secondary caregiver** is entitled to parental leave with pay during the parental leave period as provided in **Table 2** below.

Table 2: Secondary caregivers - circumstances for paid parental leave

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

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

159. **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.
160. **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.
161. **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

162. 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:
- 162.1. is under 16 as at the day (or expected day) of placement;
 - 162.2. has not lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement; and
 - 162.3. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
163. 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

164. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is 2 weeks.
165. A stillborn child is a child:
- 165.1. who weighs at least 400 grams at delivery or whose period of gestation was 20 weeks or more; and
 - 165.2. who has not breathed since delivery; and
 - 165.3. whose heart has not beaten since delivery.

Pregnancy loss leave

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

Premature birth leave

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

Transitional provisions

169. 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 168 until after the legislated paid maternity leave is used.

Long service leave

170. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
171. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at clause 234 of this agreement.

Emergency response leave

172. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity can get emergency response leave to volunteer for emergency management duties for:
- 172.1. the time engaged in the activity;
 - 172.2. reasonable travelling time; and
 - 172.3. reasonable recovery time.
173. 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 if required. The General Manager may provide additional emergency response leave with pay.
- 173.1. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
174. Paid leave may be refused where the employee's role is essential to the Agency's response to the emergency.
175. 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.

176. The General Manager may approve reasonable paid or unpaid leave for ceremonial duties and training.
177. Emergency response leave, with or without pay, will count as service.

Jury duty

178. 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.
179. 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.
 - 179.1. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
180. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
181. If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the Agency for the period of absence. This will be administered in accordance with the overpayments clause.

Leave to attend proceedings

182. 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.
183. An employee who is not covered under clause 182, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the Agency.
184. An employee may otherwise be granted paid or unpaid miscellaneous leave by the General Manager 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.
185. The General Manager 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.

Compassionate leave

186. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
 - 186.1. a member of their family, household or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
 - 186.2. the employee or their partner has a miscarriage.
187. An employee may be asked to provide evidence to support their absences on compassionate leave.

188. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
189. For casual employees, compassionate leave is unpaid.

Bereavement leave

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

Public holidays

194. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
 - 194.1. 1 January (New Year's Day);
 - 194.2. 26 January (Australia Day);
 - 194.3. Good Friday and the following Monday;
 - 194.4. 25 April (ANZAC Day);
 - 194.5. 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);
 - 194.6. 25 December (Christmas Day);
 - 194.7. 26 December (Boxing Day); and
 - 194.8. 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.
195. 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.
196. The General Manager 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.
197. The General Manager 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.

198. 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.
199. 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.)
200. 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 194.1 to 194.8.
201. An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
202. 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 General Manager 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 the planned day off.
203. Employees are entitled an additional holiday each year on the day which would otherwise be the first working day after Boxing Day.

Cultural, ceremonial and NAIDOC leave

NAIDOC leave

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

First Nations ceremonial leave

206. First Nations employees may access up to 6 days of paid leave over 2 years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
207. The General Manager may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
208. First Nations ceremonial leave can be taken as part days.
209. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

- 210. The General Manger may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employee's particular faith or culture.
- 211. The General Manager may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 212. Cultural leave can be taken as part days.
- 213. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under First Nations ceremonial leave clauses 206 to 209.

Defence reservists leave

- 214. The General Manager will give an employee leave with or without pay to undertake:
 - 214.1. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
 - 214.2. Australian Defence Force Cadet obligations.
- 215. An employee who is a Defence Reservist can take leave with pay for:
 - 215.1. up to 4 weeks (20 days) in each financial year (pro rata for part-time employees); and
 - 215.2. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro rata for part-time employees).
- 216. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
- 217. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
 - 217.1. Australian Navy Cadets;
 - 217.2. Australian Army Cadets; and
 - 217.3. Australian Air Force Cadets.
- 218. In addition to the entitlement at clause 215, 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.
- 219. Paid defence reservist leave counts for service.
- 220. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- 221. Unpaid leave taken over 6 months counts as service, except for annual leave.
- 222. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

Defence service sick leave

223. 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:
- 223.1. war-like service; or
 - 223.2. non-war like service.
224. An eligible employee can get 2 types of credits:
- 224.1. an initial credit of 9 weeks (45 days) defence service sick leave (pro rata for part-time employees) will apply as at the following dates, whichever is later:
 - 224.1.1. they start employment with the APS;
 - 224.1.2. DVA certifies the condition; or
 - 224.2. an annual credit of 3 weeks (15 days) defence service sick leave (pro rata for part-time employees).
225. 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.
226. Unused annual credits can be built up to 9 weeks.
227. An employee cannot use annual credits until the initial credit is exhausted.
228. Defence service sick leave is paid and counts as service for all purposes.

Purchased leave

229. The employer may approve a request to 'purchase' annual leave in addition to an employee's standard entitlement up to a maximum of an additional 30 days' leave over a 12 month period:
- 229.1. Leave must be purchased in lots of one week.
 - 229.2. Unless there are exceptional circumstances, where an employee chooses to purchase leave the employee cannot take annual leave at half pay in the same 12 month period.
 - 229.3. Unless otherwise agreed, purchased leave not taken during the nominated 12 month period will automatically be reimbursed as salary.
 - 229.4. Purchased leave will count as service for all purposes including superannuation.

Note: clause 402 provides that any outstanding payments for purchased leave will be deducted from an employee's final payment upon cessation of employment. This may occur, for example, where an employee has taken all of their purchased leave before the end of the 12 month period.

Deferred leave

230. The employer may approve a request by an employee to forgo 20 per cent of their annual salary for 4 years and to then take one year's deferred leave (at 80 per cent of salary). Should an employee cease employment or otherwise end the arrangement, the employer will pay the employee the balance of any salary amount forgone during the 4 year period.

Leave without pay (LWOP)

231. The employer may approve a request for a period of LWOP. The employee's service during LWOP is regarded as continuous, but the period of LWOP will, unless otherwise required by legislation, not count for the purpose of calculating other entitlements (such as annual leave personal leave and severance pay).

Miscellaneous leave

232. Other leave (with or without pay) may be approved by the employer. Casual employees are entitled to paid Miscellaneous leave for the purposes of receiving paid family and domestic violence support or otherwise by government directive. Further information is in Agency policy.

Absence without approval

233. Where an employee is absent from work without approval (e.g. without the express approval of their manager or not in accordance with a term of this agreement), the absence will be treated as an 'unauthorised absence' and will not count as service for any purpose under this agreement, including remuneration and leave accrual.

Re-crediting periods of approved leave

234. When an employee is on:

- 234.1. annual leave;
- 234.2. purchased leave;
- 234.3. defence reservist leave;
- 234.4. First Nations ceremonial leave;
- 234.5. NAIDOC leave;
- 234.6. cultural leave; or
- 234.7. long service leave; and

becomes eligible for, under legislation or this agreement:

- 234.8. personal/carer's leave;
- 234.9. compassionate or bereavement leave;
- 234.10. jury duty;
- 234.11. emergency services leave;
- 234.12. leave to attend to family and domestic violence circumstances; or
- 234.13. parental leave, premature leave, stillbirth leave or pregnancy loss;

the affected period of leave will be re-credited.

235. 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.

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

Part G—Flexible working arrangements

Flexible working arrangements

237. The Agency, employees and their union recognise:
- 237.1. 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;
 - 237.2. access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
 - 237.3. 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;
 - 237.4. that flexibility applies to all roles in the Agency, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
 - 237.5. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
238. The Agency is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the Agency at all levels. This may include developing and implementing strategies through an Agency consultative committee.
239. 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

240. The following provisions do not diminish an employee's entitlement under the NES.
241. An employee may make a request for a formal flexible working arrangement.
242. The request must:
- 242.1. be in writing;
 - 242.2. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - 242.3. 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.
243. The General Manager must provide a written response to a request within 21 days of receiving the request.
244. The response must:
- 244.1. state that the General Manager approves the request and provide the relevant detail in clause 245; or
 - 244.2. if following discussion between the Agency and the employee, the Agency and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or

- 244.3. state that the General Manager refuses the request and include the following matters:
 - 244.3.1. details of the reasons for the refusal; and
 - 244.3.2. set out the Agency's particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - 244.3.3. either:
 - 244.3.3.1. 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 agency would be willing to make; or
 - 244.3.3.2. state that there are no such changes; and
 - 244.3.4. 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 section 65B and 65C of the FW Act.
- 245. Where the General Manager approves the request this will form an arrangement between the Agency and the employee. Each arrangement must be in writing and set out:
 - 245.1. any security and work health and safety requirements;
 - 245.2. a review date (subject to clause 249); and
 - 245.3. the cost of establishment (if any).
- 246. The General Manager may refuse to approve the request only if:
 - 246.1. the Agency has discussed the request with the employee; and
 - 246.2. the Agency has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
 - 246.3. the Agency and the employee have not reached such an agreement; and
 - 246.4. the Agency has had regard to the consequences of the refusal for the employee; and
 - 246.5. the refusal is on reasonable business grounds.
- 247. Reasonable business grounds include, but are not limited to:
 - 247.1. the new working arrangements requested would be too costly for the Agency;
 - 247.2. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
 - 247.3. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
 - 247.4. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;

- 247.5. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
- 247.6. 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.
- 248. For First Nations employees, the Agency must consider connection to country and cultural obligations in responding to requests for altering the location of work.
- 249. Approved flexible working arrangements will be reviewed by the Agency and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

Varying, pausing or terminating flexible working arrangements

- 250. An employee may request to vary an approved flexible working arrangement in accordance with clause 241. An employee may request to pause or terminate an approved flexible working arrangement.
- 251. The General Manager may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 253.
- 252. The Agency must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
- 253. Prior to the General Manager varying, pausing or terminating the arrangement under clause 251, the Agency must have:
 - 253.1. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
 - 253.2. 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);
 - 253.3. had regard to the consequences of the variation, pause or termination for the employee;
 - 253.4. ensured the variation, pause or termination is on reasonable business grounds; and
 - 253.5. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 244.3.

Working from home

- 254. The Agency will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
- 255. The Agency may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
- 256. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
- 257. The Agency will provide employees with guidance on working from home safely.

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

Ad-hoc arrangements

259. 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.

260. Employees should, where practicable, make the request in writing and provide as much notice as possible.

261. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 240 to 249.

262. The Agency should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.

263. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the Agency should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

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

Part H—Allowances and other conditions

Higher duties allowance

265. Where a role needs to be filled for 2 or more working weeks, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.

266. 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 higher amount determined by the General Manager.

267. 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.

268. Where an employee is assigned only part of the higher duties, the General Manager will determine the amount of allowance payable.

269. Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job sharing arrangement where the duration of the arrangement is at least 2 working weeks.

- 270. The General Manager may shorten the qualifying period for higher duties allowance on a case-by-case basis.
- 271. If an employee is being paid a higher duties rate under this clause, they will be paid at the higher rate for:
 - 271.1. Any personal leave taken or public holidays falling within the period of higher duties; and
 - 271.2. For any period of paid leave taken during the period of higher duties, provided the period of higher duties continues after the employee has returned to work following paid leave.

Workplace responsibility allowances

- 272. Each employee appointed by the employer as an Emergency Warden or Deputy Emergency Warden, First Aid Officer, Harassment Contact Officer, Mental Health First Aid Officer or elected as a Health and Safety Representative or Deputy Health and Safety Representative will be paid a fortnightly allowance as set out in clause 274 below, subject to the following conditions:
 - 272.1. full and continuing participation in the Agency’s national networks for First Aid Officers and National Emergencies (as relevant);
 - 272.2. full compliance with the Agency’s relevant policies and procedures;
 - 272.3. full participation in all training required by relevant legislation and/or organised by either the employer or the relevant building management; and
 - 272.4. For First Aid Officers, possession and maintenance of a current first aid certificate as required by Agency policy.
- 273. An employee is not to receive more than one workplace responsibility allowance unless approved by the General Manager due to operational requirements.
- 274. The rate payable fortnightly will be:

Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$32.24 per fortnight	\$33.47 per fortnight	\$34.60 per fortnight

As a salary-related allowance, this value will continue to be increased in line with headline wage increases as outlined in the table above.

- 275. An employee’s physical availability to undertake the role will be considered when appointing and reappointing employees to the roles outlined in clause 272. 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.
- 276. The full allowance is payable regardless of flexible work and part-time arrangements.
- 277. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount, 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

278. A community language allowance will be paid where the General Manager 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 General Manager. Further information is included in policy.

279. The allowance is paid in accordance with the employee's level of competency:

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 General Manager, 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 General Manager.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

280. The allowance is calculated annually and paid fortnightly.

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

282. The allowance is payable during periods of paid leave.

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

Learning and development

284. The Agency is committed to fostering a culture of continuous learning and development to ensure employees have the skills, knowledge, and capabilities relevant to their current or expected duties and career development within the APS.

285. The Agency recognises that learning and development activities build organisational capability, and that where possible, allocation of work should facilitate regular dedicated time for learning and development.
286. The Agency recognises that only a small proportion of learning and development consists of formal training and while formal training is essential, it should complement experiential and social learning.
287. Participation in learning and development activities is subject to prior approval by the Agency. The Agency must consider the impact on operational requirements and budget when considering requests to undertake learning and development activities but will not, having regard to all the circumstances, unreasonably refuse a request.
288. Employees will be provided with the opportunity to undertake regular learning and development activities within standard work hours to complete both mandatory training activities and activities in line with the employee's learning and development plan.
289. Employees and their managers should regularly discuss learning and development opportunities. An employee who considers that they are unable to participate in appropriate learning and development activities as per clause 288 due to their existing workload should raise their concerns with their manager who can consider appropriate arrangements.
290. An employee may be provided with assistance to cope with change, and support in retraining and re-skilling for new duties within the Agency.

Studies assistance

291. Each employee's PDP must identify agreed training and learning goals.
292. The Agency supports employees who are undertaking or continuing fields of study which directly contribute to the delivery of Commission services. The employer may provide financial and other assistance to an employee to undertake formal study or vocational educational courses at tertiary and higher education institutions. Further information can be found in Agency policy. Dependent upon the course of study, if studies assistance is approved the employer may provide:
 - 292.1. paid study leave up to a maximum of:
 - 292.1.1. 6 hours per week, or
 - 292.1.2. 12 hours per week for Aboriginal and Torres Strait Islander employees,
 - 292.2. where paid study leave has accumulated during a semester but is unused, access to unused study leave (studybank) for the purpose of preparing for examinations, writing assignments, attending examinations or for other approved study activities. Studybank does not carry over from one semester to the next.
 - 292.3. travel time up to a maximum of 3 hours per week,
 - 292.4. paid study leave to travel and sit examinations,
 - 292.5. upon the satisfactory completion of study unit(s), up to 50 per cent of the student's course contribution cost, up to a maximum of 50 per cent of the relevant Student Contribution Band.

Professional memberships

293. The Agency may approve payment for, or reimbursement of, costs associated with membership of a professional body or association where that membership is required for the role the employee is performing.

Relocation assistance

294. Where an existing employee is required to relocate at the request of the Agency (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
295. Where an employee is required to relocate on engagement with the Agency, the employee will be provided with financial relocation assistance.
296. Reasonable expenses associated with the relocation include:
- 296.1. the cost of transport of the employee, dependants and partner by the most economical means;
 - 296.2. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
 - 296.3. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
 - 296.4. the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
297. Additional relocation assistance may be considered by General Manager's discretion.

Part I—Travel, car allowance and excess travel time

Accommodation allowance where an employee is away overnight

298. The Agency may require employees to book both airfares and accommodation online. In such circumstances, the cost of airfares and accommodation will be charged directly to the employer.
299. If an employee is required to travel on official business and is away overnight:
- 299.1. An employee who has booked accommodation using the Agency's online booking system will not be paid an allowance for accommodation;
 - 299.2. Except as provided in clause 300, an employee who has not booked accommodation using the booking system in clause 298 (for example, where travel is by car or where the booking system does not permit accommodation to be booked) will be paid an allowance for accommodation based on the employee's nominal classification level at the rates prescribed in the annual Australian Taxation Office (ATO) Taxation Determination relating to reasonable travel and overtime meal allowance amounts.

300. No allowance for accommodation will be paid where the employer has provided suitable accommodation.
301. Where an employee chooses to stay in non-commercial accommodation (such as with family or friends), the employee will be paid an allowance for accommodation at a rate of one third of the rates prescribed in the annual ATO Taxation Determination relating to reasonable travel and overtime meal allowance amounts.

Allowance for meals and incidental expenditure where an employee is away overnight

302. If an employee is required to travel on official business and is away overnight they will be paid an allowance for meals and incidental expenditure based on the employee's nominal classification level at the rates prescribed in the annual ATO Taxation Determination relating to reasonable travel and overtime meal allowance amounts.

Payment of travel allowance

303. Travel allowances will be paid to the employee by electronic funds transfer on the submission of a travel acquittal form after travel has been completed. Travel allowance will be paid in advance of travel if requested by the employee at least 2 business days before travel.

Arrangements longer than 10 working days

304. Where an employee travels to another location for a period of 10 working days or more (for example, to provide relief staffing in another office) the employer may provide the employee with suitable accommodation and reimbursement of reasonable expenses, instead of paying a daily travel allowance under this Part.

Travel not involving an overnight stay

305. An employee required by the employer to be absent from their usual place of work for 10 hours or more (but not involving an overnight stay) is entitled to reimbursement of reasonable expenses, up to a maximum of \$40, subject to production of receipts.

Use of private motor vehicle

306. An employee who is authorised by their manager to use the employee's private vehicle for work purposes will be paid at the rates and under the provisions of the relevant ATO determination for each kilometre travelled, subject to a maximum of the airfare or other mode of travel cost that might otherwise have been paid.

Allowances for overseas travel

307. Allowances for overseas travel will be determined in accordance with the annual ATO Taxation Determination relating to reasonable travel and overtime meal allowance amounts.

Excess travel time

308. Where possible, travel for business purposes will be organised to take place within the span of ordinary hours.
309. Clauses 310 and 311 apply to APS1 to APS6 employees who are required to undertake travel for business purposes.
310. Travel time means time spent by employees on official travel (including flights, travel to and from airports and home or accommodation, travel between Agency premises) outside the span of ordinary hours.
311. If excess travel time exceeds 30 minutes on any one day or 2 and a half hours in any given pay period:
- 311.1. employees are entitled to choose to take the amount of travel time less the amount of time it would ordinarily take the employee to travel to or from their regular office location and their home (the excess travel time) as either:
 - 311.1.1. paid excess travel time; or
 - 311.1.2. equivalent time off;
 - 311.2. which will be paid (or time taken) at:
 - 311.2.1. ordinary (single time) rates for Mondays to Saturdays inclusive; or
 - 311.2.2. at the rate of time and a half on Sundays and public holidays;
- up to a maximum of 5 hours on any one day.

Part J— Employee support and workplace culture

Commitment to diversity

312. The employer is committed to promoting and supporting workplace diversity and inclusion, creating an environment that values the contributions of people with different experiences and perspectives regardless of their race, gender identity, sexual orientation, intersex status, age, disability, culturally and linguistically diverse backgrounds. The Agency is an inclusive organisation that values fairness, equity and diversity, consistent with the APS Values and Code of Conduct.

Blood donation

313. 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.
314. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

Vaccinations

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

Employer programs

317. The employer offers a range of support programs, at its discretion, for the benefit of employees, including:
- 317.1. Commuter club, where locally available through the relevant public transport authority;
318. In ensuring the eye health of employees, the employer will pay:
- 318.1. For eye sight screenings, other than those which have been bulk billed or where the employee is entitled to claim the cost of screening under private health insurance; and
- 318.2. For spectacles:
- 318.2.1. For single vision prescriptions – up to \$150; and
- 318.2.2. For bifocals/multifocal prescriptions – up to \$250.

Employee Assistance Program

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

Respect at work

Principles

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

Consultation

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

Family and domestic violence support

323. The Agency will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
324. The Agency recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
325. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.
326. An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
 - 326.1. illness or injury affecting the employee resulting from family and domestic violence;
 - 326.2. 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;
 - 326.3. 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;
 - 326.4. making arrangements for the employee's safety, or the safety of a close relative;
 - 326.5. accessing alternative accommodation;
 - 326.6. accessing police services;
 - 326.7. attending court hearings;
 - 326.8. attending counselling; and
 - 326.9. attending appointments with medical, financial or legal professionals.
327. 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.
328. 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.
329. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
330. 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.
331. 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.
332. Evidence may be requested to support the Agency in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the Agency will require, unless the employee chooses to provide another form of evidence.

333. 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.
334. The Agency will take all reasonable measures to treat information relating to family and domestic violence confidentially. The Agency will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the Agency may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
335. Where the Agency needs to disclose confidential information for purposes identified in clause 334, where it is possible the Agency will seek the employee's consent and take practical steps to minimize any associated safety risks for the employee and/or privacy breaches.
336. The Agency will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
337. 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.
338. The Agency will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
339. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

Integrity in the APS

340. The Agency understands that procedural fairness is essential in building and maintaining trust with APS employees, and that it requires fair and impartial processes for employees affected by APS-wide or Agency decisions.
341. 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.
342. Employees can, during their ordinary work hours, take time to:
 - 342.1. access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the Agency
 - 342.2. attend Agency mandated training about integrity.

First Nations cultural competency training

343. The General Manager will take reasonable steps to ensure all substantive, ongoing EL2 employees employed at the commencement of this agreement or any new substantive, ongoing EL2 employees who commence within the first 6 months of this agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.
344. Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

Lactation and breastfeeding support

345. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
346. The Agency will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 347. In considering whether a space is appropriate, an agency should consider whether:
 - 346.1. there is access to refrigeration
 - 346.2. the space is lockable
 - 346.3. there are facilities needed for expressing such as appropriate seating.
347. Where it is not practicable for an Agency site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
348. The Agency will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
349. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may change over time.
350. Further information is available in policy.

Disaster support

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

Part K—Working together

Consultation

Principles

354. 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.
355. The Agency recognises:
- 355.1. the importance of inclusive and respectful consultative arrangements;
 - 355.2. employees and the relevant union(s) should have a genuine opportunity to influence decisions;
 - 355.3. 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 2 weeks, whereas a major change is likely to require a more extensive consultation process;
 - 355.4. consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
 - 355.5. the benefits of employee and union involvement and the right of employees to be represented by their union.
356. Genuine and effective consultation involves:
- 356.1. providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
 - 356.2. providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
 - 356.3. considering feedback from employees and the relevant union(s) in the decision-making process; and
 - 356.4. 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

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

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

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

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

359. This clause applies if the Agency:

359.1. 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

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

Representation

360. 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.

361. The Agency must recognise the representative if:

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

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

Major change

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

362.1. the termination of the employment of employees; or

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

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

362.4. the alteration of hours of work; or

362.5. the need to retrain employees; or

362.6. the need to relocate employees to another workplace; or

362.7. the restructuring of jobs.

363. The following additional consultation requirements in clause 364 to 370 apply to a proposal to introduce a major change referred to in clause 357.3.

364. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 358.

365. Where practicable, an Agency change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.
366. The Agency must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
367. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 358, the Agency must:
- 367.1. discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - 367.1.1. the proposed change;
 - 367.1.1.1. the effect the proposed change is likely to have on the employees; and
 - 367.1.1.2. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - 367.1.2. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - 367.1.2.1. all relevant information about the proposed change, including the nature of the change proposed; and
 - 367.1.2.2. information about the expected effects of the proposed change on the employees; and
 - 367.1.2.3. any other matters likely to affect the employees.
368. The Agency must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
369. However, the Agency is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
370. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Agency, the requirements set out in clauses 364 to 368 are taken not to apply.

Change to regular roster or ordinary hours of work

371. The following additional consultation requirements in clause 372 to 375 apply to a proposal to introduce a change referred to in clause 357.5.
372. The Agency must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
373. As soon as practicable after proposing to introduce the change, the Agency must:
- 373.1. discuss with employees and the relevant union(s) and/or other recognised representatives the proposed introduction of the change; and
 - 373.2. for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:

- 373.2.1. all relevant information about the proposed change, including the nature of the proposed change; and
 - 373.2.2. information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - 373.2.3. information about any other matters that the employer reasonably believes are likely to affect the employees; and
- 373.3. 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).

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

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

Interaction with emergency management activities

376. 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.

Staff consultative committee

377. The staff consultative committee (SCC) is the primary forum for consultation on matters relating to the operation of this agreement and general employment relations matters.

378. The SCC is comprised of equal numbers of employee and employer representatives, being:

- 378.1. Up to 6 employee representatives who are elected by and from non SES employees; and
- 378.2. Up to 6 representatives of the employer.

379. The General Manager will convene at least 2 SCC meetings each year.

380. SCC will operate in accordance with agreed Terms of Reference and structure for the term of this agreement. The Terms of Reference can subsequently be amended by the agreement of SCC members. The Terms of Reference do not form part of this agreement.

381. Other arrangements in relation to SCC composition and representation are set out in the Terms of Reference.

APS consultative committee

382. The General Manager 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

383. If a dispute relates to:
- 383.1. a matter arising under the agreement; or
 - 383.2. the NES;
- this term sets out procedures to settle the dispute.
384. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
385. 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.
386. 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.
387. 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 386 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
388. The Fair Work Commission may deal with the dispute in 2 stages:
- 388.1. 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
 - 388.2. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - 388.2.1. arbitrate the dispute; and
 - 388.2.2. 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 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.
389. While the parties are attempting to resolve the dispute using the procedures in this term:
- 389.1. an employee must continue to perform their work as they would normally in accordance with established custom and practice at the Agency that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
 - 389.2. subject to clause 389.1, 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:
 - 389.2.1. the work is not safe; or
 - 389.2.2. applicable work health and safety legislation would not permit the work to be performed; or
 - 389.2.3. the work is not appropriate for the employee to perform; or

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

390. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
391. Any disputes arising under the *Fair Work Commission Enterprise Agreement 2017-2020* or the NES that were formally notified under Part M of the *Fair Work Commission Enterprise Agreement 2017-2020* 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

392. Where the provisions of clauses 383 to 387 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 385, 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 387.

Delegates' rights

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

Supporting the role of union delegates

396. The Agency respects the role of union delegates to:
- 396.1. provide information, consult with and seek feedback from employees in the workplace on workplace matters;
 - 396.2. consult with other delegates and union officials, and get advice and assistance from union officials;
 - 396.3. represent the interests of members to the employer and industrial tribunals; and
 - 396.4. represent members at relevant union forums, consultative committees or bargaining.
397. The Agency and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.
398. 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.

399. To support the role of union delegates, the Agency will, subject to legislative and operational requirements, including privacy and security requirements:
- 399.1. 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;
 - 399.2. advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
 - 399.3. allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications;
 - 399.4. provide access to new employees as part of induction; and
 - 399.5. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
400. 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 the Agency before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

Part L—Separation

401. An employee who ceases employment with the APS will be paid for unused annual leave credits. Payments include 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.
402. Any outstanding payments for purchased leave, commuter club or any flextime debit will be deducted from an employee's final monies if the employee ceases to be employed by the Agency.
403. Section 117 of the FW Act sets out minimum periods of notice of termination of employment by the employer.

Resignation

404. An employee should, where practicable resign from their employment by giving the General Manager at least 14 calendar days' notice.
405. At the instigation of the General Manager, 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.
406. The General Manager has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

Payment on death of an employee

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

Part M—Excess employees

408. In order to respond to changed budgetary or operational circumstances, the employer may from time to time reduce the number of employees.

409. The following provisions apply to all ongoing employees covered by this agreement excluding employees serving a probationary period, casual and non-ongoing employees.

410. The employer will, as far as possible, avoid involuntary terminations of employment and will throughout the process take all reasonable steps to transfer a potentially excess or excess employee to a suitable vacancy at an equivalent classification within the Agency.

Definition of excess employee

411. An employee is an excess employee if:

411.1. The employee is beyond the numbers required for the efficient and economical working of the Agency; or

411.2. The employee's services cannot be effectively used because of technological or other changes in the Agency's work methods or structural or other changes in the nature, extent or organisation of the Agency's functions; or

411.3. The duties performed by the employee are to be performed at a different locality, the employee is not willing to perform the duties at the locality and the General Manager has determined that the provisions of this Part apply.

Consultation period

412. Where the General Manager has decided that an employee is likely to become excess, the General Manager will advise the employee.

413. The General Manager will hold discussions with the potentially excess employee (and, where the employee has nominated a representative, the employee's representative) for up to one month (the consultation period) to:

413.1. Advise them of the reasons they are potentially excess to requirements;

413.2. Consider redeployment opportunities for the employee at or below classification both within the Agency and through APS-wide deployment processes (if available); and

413.3. Consider whether voluntary redundancy may be appropriate and, if so, to provide the employee wherever possible with indicative calculations of payments set out in clause 416.

Voluntary redundancy offer

414. Following discussions during the consultation period, the General Manager may advise the employee in writing that they are an excess employee.
415. Where the General Manager makes an offer of voluntary redundancy to an excess employee, the offer must state when the General Manager proposes to issue a termination notice under section 29(3)(a) of the PS Act if the offer is accepted.
416. The offer should include the following information to assist employee(s) in their considerations:
- 416.1. Amount payable as redundancy pay, payment in lieu of notice and accrued annual and long service leave credits;
 - 416.2. Either the amount of accumulated superannuation contributions or how to ascertain the amount of accumulated superannuation contributions;
 - 416.3. How to obtain information about options open to the employee concerning superannuation; and
 - 416.4. Taxation rules applicable to the various payments.
417. The General Manager will make financial assistance available to an employee who has been offered a voluntary redundancy, on a reimbursement basis, for obtaining independent financial and career advice up to the value of \$3,500. The General Manager may make financial assistance available prior to the services being obtained, in cases of hardship.

Note: employees, whether or not directly affected by the voluntary redundancy offer, may access to employer's Employee Assistance Program for free personal counselling and advice.

418. An employee who has received an offer of voluntary redundancy must advise the General Manager, in writing, before the end of the period specified in the offer whether they wish to be considered for reassignment or voluntary redundancy.
419. If the employee does not respond within the period specified in the offer of voluntary redundancy, the employee will be taken to have a preference to be considered for re-assignment, and their retention period will commence in accordance with clause 438. Should the employee request and receive an earlier termination date that falls within the period specified in the offer of voluntary redundancy, the employee will be entitled to receive payment for the unexpired portion of that period.

Voluntary redundancy process

420. If an employee accepts an offer of voluntary redundancy and the General Manager agrees to the redundancy, the General Manager will issue a notice of termination under section 29 of the PS Act.
421. An employee will not be made involuntarily redundant if the employee has not been invited to elect for voluntary redundancy or has elected but was refused.

Notice period

422. The period of notice will be 4 weeks, or 5 weeks for an employee over 45 years of age with at least 5 years' continuous service in the APS.

423. If the General Manager directs, or the employee requests, to terminate an employee’s employment before the expiration of the notice period, the employee’s employment will terminate on that day provided that the General Manager has consulted with the employee regarding the date of termination. The employee will be paid in lieu for the unexpired portion of the notice period (in addition to severance pay).

Time off to attend employment interviews during notice period

424. An employee is entitled to reasonable time off with full pay during the notice period to attend employment interviews. Where expenses to attend interviews are not met by the prospective employer, the employee is entitled to reimbursement of reasonable travel and incidental expenses upon production to the General Manager of tax invoices.

Severance pay

425. An employee who accepts voluntary redundancy and whose employment is terminated under section 29 of the PS Act on the grounds that they are excess to requirements will be entitled to the following severance pay, subject to any minimum amount the employee is entitled to under the NES:

425.1. 2 weeks of ordinary pay for each completed continuous year of service; and

425.2. A pro rata payment for completed continuous months of service since the last completed year of service.

Note: s.119(2) of the FW Act sets out minimum redundancy pay under the NES.

‘Ordinary pay’ is defined in clause 429.

426. The maximum amount of severance pay is an amount equal to 48 weeks’ ordinary pay.

427. Severance pay is calculated on a pro rata basis for any period of service when the employee worked part-time, subject to any minimum amount the employee is entitled to under the NES.

428. Severance payment entitlements are summarised in this table:

Continuous Service Period:	Severance pay entitlement:
Less than one year	Nil
At least 1 year, but less than 2 years	4 weeks’ ordinary pay
At least 2 years, but less than 3 years	6 weeks’ ordinary pay
At least 3 years, but less than 4 years	Whichever is the greater of: <ul style="list-style-type: none"> • 2 weeks’ ordinary pay for each completed year of service, together with a pro rata payment in respect of each additional completed month of service; or • 7 weeks’ ordinary pay

Continuous Service Period:	Severance pay entitlement:
At least 4 years	2 weeks' ordinary pay for each completed year of service, together with a pro rata payment in respect of each additional completed month of service, up to a maximum of 48 weeks' pay.

Meaning of ordinary pay

429. 'Ordinary pay' means the employee's weekly salary for their ordinary hours of work payable for their substantive position, adjusted on a pro rata basis for any periods of part-time service.
430. An allowance will be included in ordinary pay if it was paid during periods of annual leave and on a regular basis. Reimbursements for expenses incurred or payments for disabilities associated with the performance of a duty will not be included in ordinary pay.

Note: Allowances are set out in Part I.

Service for redundancy purposes

431. Service for redundancy purposes means:
- 431.1. Service at the Agency;
 - 431.2. Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - 431.3. 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;
 - 431.4. Service with the Australian Defence Forces;
 - 431.5. Service in another organisation where:
 - 431.5.1. an employee was transferred from that organisation with a transfer of function; or
 - 431.5.2. 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.
432. For earlier periods of service to count, there must be no breaks between the periods of service except where 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.
433. Service with a State public service agency or department will not count as service for redundancy purposes unless the employee has been engaged by the Agency due to a transfer of function from a State public service agency or department to the Agency.

Service not to count for redundancy purposes

434. Periods of service that will not count as service for redundancy purposes are periods of service that ceased by way of:
- 434.1. Termination under section 29 of the PS Act;
 - 434.2. Prior to commencement of the PS Act, by way of:
 - 434.2.1. Redundancy
 - 434.2.2. Retirement on the grounds of invalidity;
 - 434.2.3. Inefficiency or loss of qualifications;
 - 434.2.4. Forfeiture of office;
 - 434.2.5. Dismissal;
 - 434.2.6. Termination of probationary appointment for reasons of unsatisfactory service;
 - 434.3. Voluntary retirement at or above the minimum retiring age applicable to the employee;
 - 434.4. Payment of a redundancy benefit or similar payment or an employer financed retirement benefit.
435. Absences from duty which do not count as service for long service leave purposes will not count for redundancy purposes.

Retention period

436. The intention of the retention period is to enable an excess employee to be reassigned within the APS or to find other suitable employment.
437. Should an employee not accept the formal offer of voluntary redundancy, the employee will commence their retention period on the day after expiry of the period specified in the offer of voluntary redundancy. The notice period under section 117 of the FW Act will be concurrent with the retention period.

Note: the effect of this clause is that payment in lieu of notice of termination will not be made upon termination of employment once the period of notice specified in clause 422 has expired.

438. The retention period is:
- 438.1. 13 months where an employee has 20 or more continuous years of service, or is over 45 years of age; or
 - 438.2. 7 months for other employees.
439. If an employee is entitled to a redundancy payment under the NES, the retention period is reduced by the employee's redundancy pay entitlement under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).

For example: if an employee with 6 years' service opts for retention rather than redundancy, the 7 month retention period will be reduced by 12 weeks and the 12 weeks will be paid as a redundancy benefit.

440. During the retention period the employee will take all reasonable steps to locate alternative employment. The General Manager will also provide reasonable support for the employee's endeavours, including by participating in relevant APS redeployment initiatives.
441. If the employee secures alternative employment (whether in the APS or elsewhere) or otherwise resigns their employment during the retention period, the remaining obligations under this Part cease.
442. If the General Manager, after consultation with the employee and the employee's manager, is satisfied that there is insufficient productive work available for the employee during the remainder of the retention period and there are no reasonable redeployment prospects in the APS, the General Manager may (with the agreement of the employee) terminate the employee's employment under paragraph 29(3)(a) of the PS Act. Upon termination the employee will be paid a lump sum comprising:
 - 442.1. The employee's ordinary pay for the balance of the retention period (as shorted by the NES under clause 439). This payment will be taken to include the payment in lieu of notice of termination of employment; and
 - 442.2. An additional redundancy payment equal to the amount by which the retention period was shortened under clause 439 (i.e. the NES component).
443. If, during the retention period, an opportunity arises for an excess employee to be reduced in classification as an alternative to termination or employment in another APS agency, the General Manager can reduce the employee's classification upon the giving of 4 weeks' notice. If the reduction in classification occurs after the offer of voluntary redundancy but before the end of the retention period, the employee's salary will be maintained for the remainder of the retention period. Thereafter, the employee's salary will be reduced to the highest pay point of the lower classification.
444. For the purposes of clause 443, the retention period is not reduced by the employee's redundancy pay entitlement under the NES on termination.

Involuntary redundancy

445. If an excess employee has not found alternative employment or has not been reduced in classification under clause 443 by the end of the retention period, the employee's employment will be terminated under section 29 of the PS Act.
446. Where an excess employee's employment is to be terminated, the employee will be given 4 weeks' notice of termination (or 5 weeks for an employee over 45 years of age with at least 5 years' continuous APS service). This period of notice will be served, as far as practicable, concurrently with the retention period.

Appendix A—Base Salaries

Broadband	Classification	Pay point	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	5	\$154,496	\$160,676	\$166,782	\$172,453
		4	\$149,574	\$155,557	\$161,468	\$166,958
		3	\$141,971	\$147,650	\$153,261	\$158,472
		2	\$136,941	\$142,419	\$147,831	\$152,857
		1	\$132,011	\$137,291	\$142,508	\$147,353
	EL1	3	\$123,903	\$128,859	\$133,756	\$138,304
		2	\$119,015	\$123,776	\$128,479	\$132,847
		1	\$114,492	\$119,072	\$123,597	\$127,799
	APS6	5	\$103,455	\$107,593	\$111,682	\$115,479
		4	\$98,865	\$102,820	\$106,727	\$110,356
		3	\$95,029	\$98,830	\$102,586	\$106,074
		2	\$92,469	\$96,168	\$99,822	\$103,216
		1	\$89,938	\$93,536	\$97,090	\$100,391
Broadband	APS5	3	\$88,007	\$91,527	\$95,005	\$98,235
		2	\$85,569	\$88,992	\$92,374	\$95,515
		1	\$83,041	\$86,363	\$89,645	\$92,693
	APS4	4	\$80,834	\$84,067	\$87,262	\$90,229
		3	\$78,720	\$81,869	\$84,980	\$87,869
		2	\$76,748	\$79,818	\$82,851	\$85,668
		1	\$74,488	\$77,468	\$80,412	\$83,146
Broadband	APS3	4	\$72,144	\$75,030	\$77,881	\$80,529
		3	\$70,243	\$73,053	\$75,829	\$78,407
		2	\$68,535	\$71,276	\$73,984	\$76,499
		1	\$66,902	\$69,578	\$72,222	\$74,678
	APS2	4	\$65,110	\$67,714	\$70,287	\$72,677
		3	\$62,759	\$65,269	\$67,749	\$70,052
		2	\$61,071	\$63,514	\$65,928	\$68,170
		1	\$59,452	\$61,830	\$64,180	\$66,362
	APS1	2	\$54,488	\$56,668	\$58,821	\$60,947
		1	\$52,418	\$54,515	\$56,587	\$58,511

Formal acceptance

Employer

Signed by General Manager of the Fair Work Commission as the employing authority on behalf of the Commonwealth of Australia

Signed: 

Full Name: Murray Furlong


Position and Authority to sign: General Manager, Fair Work Commission

Agency: Fair Work Commission

Bargaining Representative:

Community and Public Sector Union

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

Signed: 

Full Name: Melissa Payne

Position and authority to sign: Assistant National Secretary

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