



Australian Government
Australian Public Service
Commission

AUSTRALIAN PUBLIC SERVICE COMMISSION ENTERPRISE AGREEMENT 2018–21

Information about the approval of this agreement:

- The Australian Public Service Enterprise Agreement 2018-21 (AG2018/3263) was approved by the Fair Work Commission on 31 October 2018.
- The Agreement was approved with the following undertaking, which should be taken to be a term of the agreement:

The Australian Public Commission will undertake that, notwithstanding clause 50 of the Australian Public Service Commission Enterprise Agreement 2018–21, where periods of work placement exceed 12 weeks in any calendar year for a Cadet APS, the salary paid for additional work placement will be 100% of the minimum salary point of an APS 1.

- The Agreement commenced on 7 November 2018.

The Public Service Commissioner signed a s24(1) Determination under the *Public Service Act 1999* to bring forward the payment of the first salary increase to 5 October 2018, 12 weeks after the agreement was approved by employees.

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Part A Formal acceptance of Agreement and Signatories

Employer

Signed for, and on behalf of, the Commonwealth by the Australian Public Service Commissioner¹

Signed 

Full Name: John Lloyd PSM

Agency: Australian Public Service Commission

Address: B Block, Treasury Building, Parkes West Place, Parkes ACT 2600

Bargaining Representative: Community and Public Sector Union

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

Signed 

Full Name: Beth Vincent-Pietsch

Role: Deputy Secretary

Address: 40 Brisbane Avenue, Barton, ACT 2600

¹ The Australian Public Service Commissioner is the Agency Head of the Australian Public Service Commission by virtue of s40(3)(b) of the Public Service Act.

Part B Operation of the Agreement

Title

1. This Agreement is made under section 172 of the Fair Work Act and shall be known as the Australian Public Service Commission Enterprise Agreement 2018-21.

Coverage

2. In accordance with section 53 of the Fair Work Act, this Agreement covers:
 - a) The Australian Public Service Commissioner on behalf of the Commonwealth of Australia; and
 - b) Employees of the Commission who are employed in accordance with section 22(2) of the Public Service Act, except employees engaged as Senior Executive Service employees.

Commencement and duration

3. This Agreement will commence operation seven days after approval by the Fair Work Commission.
4. This Agreement shall nominally expire three years from the date of commencement.

Delegation

5. The Commissioner may, in writing, delegate any of the Commissioner's powers or functions under this Agreement, other than under this clause.
6. A person exercising powers or functions under clause 5 must comply with any direction of the Commissioner.

National Employment Standards

7. Nothing in this Agreement reduces the entitlement available to an employee under the National Employment Standards (NES).

Policies and guidelines

8. The operation of this Agreement is supported by policies, procedures and guidelines. These policies, procedures and guidelines do not form part of this Agreement. If there is any inconsistency between the policies, procedures and guidelines and the terms of this Agreement, the express terms of this Agreement will prevail.
9. The Commission and its employees agree that such policies and guidelines will be available to all employees and will be updated as necessary following reasonable consultation.

Domestic and family violence support

10. The Commission is committed to supporting employees affected by domestic and family violence. The Commission will provide employees with leave and support in accordance with this Agreement.
11. Further information can be found in the Domestic and Family Violence Support Guide.

Diversity and inclusion

12. The Commission is committed to supporting and promoting a diverse and inclusive workplace that values and utilises the contributions of people with different backgrounds, experiences and perspectives.

Individual Flexibility Arrangement

13. The Commissioner and an employee covered by this Agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of any of the terms of this Agreement, where the arrangement meets the genuine needs of the employee and Commission.
14. The Commissioner must ensure that an IFA agreed to under this clause:
 - a) is about permitted matters under section 172 of the Fair Work Act;
 - b) does not include unlawful terms under section 194 of the Fair Work Act;
 - c) results in the employee being better off overall than if no arrangement was agreed to;
 - d) is in writing;
 - e) is signed by both the employee and the Commissioner, and, if the employee is under 18, is signed by their parent or guardian;
 - f) is able to be terminated by either the employee or the Commissioner giving not more than 28 days written notice, or at any time by agreement between the employee and the Commissioner in writing; and
 - g) is given to the employee within 14 days after it is agreed to.
15. An IFA must be genuinely agreed between the employee and the Commissioner.

Procedures for preventing and settling disputes

16. If a dispute relates to:
 - a) a matter arising under the agreement; or
 - b) the NES;this term sets out procedures to settle the dispute.
17. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
18. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
19. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

20. The Fair Work Commission may deal with the dispute in two stages:
- a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Fair Work 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 Fair Work Act. Therefore, an appeal may be made against the decision.

21. While the parties are trying to resolve the dispute using the procedures in this term:
- a) an employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - b) an employee must comply with a direction given by the Commissioner to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.
22. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

Review of decisions to terminate employment

23. Termination of, or a decision to terminate, employment cannot be reviewed under the procedures for preventing and settling disputes or under the review of actions procedures at section 33 of the Public Service Act.

Part C Remuneration Arrangements

Salary rates

24. Salary ranges and pay points to apply under this Agreement are set out in Appendix 1.

Annual productivity salary increases

25. Employees will receive a productivity salary increase of:
- a) 2.0% on commencement of the Agreement;
 - b) 2.0% 12 months after commencement; and
 - c) 2.0% 24 months after commencement.
26. No qualifying period applies in relation to an employee's eligibility to receive a productivity salary increase.

Salary maintenance – existing employees

27. An employee in receipt of a salary above the salary range published at Appendix 1, for their classification and pay point on commencement of this Agreement, will have their salary maintained at that higher rate. These arrangements will continue until the relevant rate of pay in Appendix 1 equals or exceeds the employee's maintained salary, at which time the applicable salary in Appendix 1 will apply.

Salary advancement

28. Subject to this Agreement, an employee may achieve a further salary increase on 1 July each year. Salary advancement through the pay points relevant to the employee's classification, is based on the outcome of the employee's participation in the Commission's performance management framework.
29. The performance management framework in Part J of this Agreement includes rules about eligibility for performance based salary advancement, including the qualifying period.
30. The Commissioner may approve pay point movements within individual classifications in other circumstances.

Payment of salary

31. Employees will have their fortnightly salary paid in arrears by electronic funds transfer into a financial institution account of their choice.

Flexible Remuneration Packaging Scheme

32. Access to flexible remuneration packaging via the Commission's Flexible Remuneration Scheme, as varied from time to time, will be available to all employees, including casual employees, covered by this Agreement.
33. Where an employee takes up the option of flexible remuneration packaging on a 'salary sacrifice' basis, the employee's salary for purposes of superannuation, severance and termination

payments (and any other agreed purpose), will be determined as if the flexible remuneration packaging arrangement had not been entered into.

Salary on engagement, assignment or promotion

34. Where an employee is engaged or promoted within or to the Commission, salary will be payable at the minimum point of the relevant salary range. The Commissioner may authorise payment of salary above the minimum point in that salary range.
35. An employee, to whom clause 34 applies, may discuss salary with the Commissioner before taking up the assigned duties. The qualifying periods for salary advancement under the performance management framework will be taken into account in this discussion.
36. Where an employee is assigned new duties within, or moves to the Commission at the employee's existing classification, salary will be payable at the point of the applicable classification salary range outlined at Appendix 1 as determined by the Commissioner.

Salary on temporary assignment to the Commission from another agency at a higher classification

37. Where an employee is temporarily assigned higher duties in the Commission from another APS agency under section 26 of the Public Service Act, salary will be payable at the minimum point of the applicable classification salary range outlined at Appendix 1, unless determined otherwise by the Commissioner.

Salary maintenance on movement to the Commission

38. At the discretion of the Commissioner, an employee moving to the Commission from another Agency (the "other Agency") whose salary at the other Agency (current salary) exceeds the current maximum of the relevant classification in this Agreement, may be maintained on their current salary until such time as their salary is commensurate with the relevant Commission salary. This salary maintenance will be managed in the same manner as provided for in clause 27.

Salary on temporary assignment within the Commission

39. Where an employee is temporarily assigned duties with a higher classification for a continuous period of 20 working days or more, the employee will be paid at the minimum pay point of the salary range applicable to that classification, unless otherwise determined by the Commissioner. Payment will be made from the commencement of the temporary assignment.
40. Where an employee is temporarily assigned duties for a period less than 20 working days, which is then extended to or beyond 20 working days, the employee will receive payment in accordance with clause 39.
41. The Commissioner may determine, in exceptional circumstances, that an employee who is temporarily assigned duties at a higher classification for a period less than 20 working days, will receive payment in accordance with clause 39.
42. These arrangements apply to each new period of temporary assignment.
43. These arrangements also apply where an employee is temporarily assigned duties to an SES role, unless alternate salary arrangements are determined by the Commissioner.

Salary on reduction to duties with a lower classification

44. Where the classification of an employee is reduced, on either a temporary or ongoing basis in accordance with the provisions of this Agreement and/or the provisions of the Public Service Act, salary will be determined by the Commissioner having regard to:
- a) the experience, qualifications and skills of the employee;
 - b) the salary payable to, and classification of the employee in respect of the duties they performed before the new duties were assigned;
 - c) the classification of the employee in relation to the new duties; and
 - d) work level standards.
45. Where the reduction in classification is a result of workforce adjustment outlined in Part K of this Agreement, an employee's reduced salary will take effect after the expiration of an income maintenance period determined in Part K.
46. Where the reduction in classification is employee-initiated, no income maintenance period will apply.

Rate of salary – casual loading

47. A casual employee will be paid a 20% loading in lieu of public holidays on which they are not rostered to work and paid leave entitlements, except long service leave.
48. Where an APS 1–6 casual employee is required to work a public holiday, they will be paid in accordance with clause 182.

Cadet rates

49. The Commissioner may engage a person as a Cadet APS.
50. A Cadet APS employee will be paid 67% of the minimum salary point of APS 1.
51. When the Commissioner is satisfied that the course of training has been successfully completed, a Cadet APS employee will be allocated a classification in accordance with the Classification Rules and the Commissioner will determine a salary within the applicable range.

Trainee rates

52. The Commissioner may engage a person as a Trainee APS (Administrative).
53. A Trainee APS (Administrative) employee will be paid at the minimum salary point of APS 1 or such other salary point as determined by the Commissioner.
54. When the Commissioner is satisfied that the course of training has been successfully completed, a Trainee APS (Administrative) employee will be allocated a classification in accordance with the Classification Rules and the Commissioner will determine a salary within the applicable range.

Graduate rates

55. The Commissioner may engage a person as a Graduate APS.

56. A Graduate APS employee will be required to undertake a course of training determined by the Commissioner. While undertaking training, a Graduate APS employee will be paid at a salary point within the APS 3 classification of the APS3/4 Broadband, as determined by the Commissioner.
57. When the Commissioner is satisfied that the course of training has been successfully completed, a Graduate APS employee will be allocated a classification in accordance with the Classification Rules. The Commissioner will then assign duties within the APS4 classification of the APS3/4 broadband and determine salary.

Supported Wage System

58. Supported wage rates may apply to an employee with a disability who is eligible for consideration under the Supported Wage System set out in Appendix 2.

Superannuation

59. The Commission will make compulsory employer contributions as required by the applicable legislation and fund requirements.
60. The Commission will provide an employer contribution of 15.4% of Ordinary Time Earnings (OTE) for members of the Public Sector Superannuation Accumulation Plan (PSSap) and for those employees exercising superannuation choice.
61. Employer superannuation contributions will be paid to accumulation superannuation funds during periods of paid and unpaid parental leave (including maternity, parental, adoption and foster care leave) for periods of leave to a maximum of 52 weeks.
62. The Commission will make employer superannuation payments to any eligible superannuation fund nominated by an employee, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the Commission's payroll system.

Classification structure

63. The Commission classification structure under the Agreement will consist of the following:
- EL 2
 - EL 1
 - APS 6
 - APS 5
 - APS 3/4 Broadband (covering both APS Level 3 and APS Level 4 classifications)
 - APS 1/2 Broadband (covering both APS Level 1 and APS Level 2 classifications)
 - Graduate APS
 - Cadet APS
 - Trainee APS (Administrative)
64. Movement between classifications within a broadband may only occur if:
- a) sufficient work is available at the higher classification level;
 - b) the employee has gained the necessary skill and proficiencies to perform duties in accordance with the work level standards for that classification; and
 - c) the employee achieves satisfactory performance within the annual performance cycle in accordance with clauses 199 to 206.
65. The provisions of clause 64 do not affect the temporary assignment of duties at a higher classification outlined at Part C.
66. Where an employee has moved between classifications within a broadband in accordance with clause 64, the employee will be advised of their new classification.

Portability of accrued annual leave and personal/carer's leave entitlements

67. Where an employee is engaged by the Commission as either an ongoing or non-ongoing APS employee following a period of ongoing employment with an employer staffed under the Parliamentary Services Act or from the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave (however described) will be transferred, provided there is no break in continuity of service.
68. Where an employee moves (including on promotion or for an agreed period) from another Agency where they were an ongoing APS employee, the employee's unused accrued annual leave and personal/carer's leave (however described) will be transferred provided there is no break in continuity of service.
69. Where a person is engaged as an employee and immediately prior to the engagement the person was employed as a non-ongoing APS employee, the Commissioner may, at the employee's request, recognise any accrued annual leave and personal/carer's leave (however described), provided there was no break in continuity of service. Any recognised annual leave excludes any accrued annual leave paid out on separation.
70. The use of leave credits transferred to the Commission will be in accordance with Part E of this Agreement.

Annual leave**Entitlement**

71. An employee is entitled to 20 days annual leave for each year of service, which accrues progressively.

Conditions

72. Accrued annual leave may be taken at any time, subject to operational requirements and the approval of the Commissioner.
73. An employee with more than 60 days accrued annual leave may be directed to take annual leave. An employee will not be directed to take more than 25% of their accrued annual leave at the time of the direction.
74. Where an employee has their leave cancelled or is recalled to duty from leave by the Commissioner, the employee may be reimbursed reasonable costs, as determined by the Commissioner, for travel and incidental expenses not otherwise recoverable under any insurance or from any other source.
75. The Commissioner may approve up to 40 days annual leave at half pay in any 12 month period. Annual leave will be deducted at half the rate for the period of the absence.
76. Unless approved by the Commissioner, employees with an annual leave accrual of more than 30 days at the time of application cannot access annual leave at half pay.
77. An employee is not eligible to utilise annual leave at half pay in the 12 months following an approved application to purchase leave.

Cash out

78. The Commissioner may approve an application from an employee to cash out a portion of the employee's accrued annual leave credits. To be eligible to cash out annual leave, employee's must:
- a) have taken at least 15 days annual leave in the 12 months immediately preceding the request to cash out annual leave; and
 - b) have at least 20 days accrued annual leave remaining.
79. The employee will be paid the full amount that would have been paid had the employee taken the entitlement as leave.
80. Each cashing out of a particular amount of annual leave must be by a separate agreement in writing with the Commissioner.

Long service leave

81. The entitlement to long service leave is provided for under the Long Service Leave Act.
82. An eligible employee may access, with approval from the Commissioner, long service leave for a minimum period of seven calendar days at full pay or 14 calendar days for leave at half pay. Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

Substitution of leave

83. Where an employee on annual leave or long service leave becomes eligible for leave that is required to be granted in accordance with the NES, such as personal/carer's leave, compassionate leave or community service leave but excluding parental leave, the Commissioner may approve substitution. Approval of another type of leave is subject to the provision of satisfactory evidence. Annual leave and/or long service leave accruals will be reimbursed to the extent of any other paid leave granted.

Payment on separation

84. On separation from the APS, the employee will be paid out leave entitlements in accordance with the Fair Work Act and Long Service Leave Act.
85. Where an employee dies, or is presumed to have died on a particular date, the Commissioner may authorise payment to be made to dependants, the partner of the former employee or the former employee's legal representative of all leave entitlements otherwise payable on resignation or retirement.

Purchased leave

86. An employee may, with the approval of the Commissioner, purchase up to four weeks' additional unpaid leave per year. Salary payments will be averaged over the whole year to ensure that a standard rate is received each fortnight. Purchased leave will count as service for all purposes.
87. An employee is not eligible to purchase leave in the 12 months following an approved application to utilise annual leave at half pay in accordance with clause 75 of this Agreement.

88. When an employee ceases employment with the Commission, the purchased leave balance and payments will be reconciled and payments recovered, or refunded as appropriate. Unused purchased leave is not transferable between agencies.

Personal/carer's leave

Entitlement

89. An employee is entitled to 18 days paid personal/carer's leave each year of service, which accrues progressively.
90. Unused personal/carer's leave will accrue from year to year but will not be paid out on separation.

Use

91. An employee may take personal/carer's leave for the following purposes:
- a) personal illness or injury;
 - b) to provide care or support to a family or household member who has a personal illness or injury or unexpected emergency; or
 - c) unforeseen personal emergency.
92. Leave for the purposes of clause 91(c) must not exceed eight days per calendar year.

Conditions

93. To use personal/carer's leave, an employee must provide acceptable evidence in the following circumstances:
- a) for personal/carer's leave of three consecutive working days or more;
 - b) for any personal/carer's leave in excess of a total of eight days in any calendar year where evidence has not been provided for any of those days; or
 - c) in any other circumstance where requested by the Commissioner.
94. Acceptable evidence will be evidence that would satisfy a reasonable person that the leave was taken for a permitted use as described in clause 91. This would generally be either a medical certificate or a statutory declaration. For leave other than personal injury, illness or caring purposes, suitable written reasons must be provided to an employee's manager.
95. An employee will not be entitled to paid personal/carer's leave while also entitled to paid maternity, adoption or foster care leave .
96. An employee will not, without the employee's consent, be retired on invalidity grounds before the employee's paid personal/carer's leave credit has expired unless otherwise provided for in legislation.

Additional personal leave

- 97. Where personal/carer's leave with pay is exhausted, and the employee provides a medical certificate for personal illness or injury, the Commissioner may approve additional personal leave. Additional personal leave will be without pay, unless determined otherwise by the Commissioner.
- 98. The Commissioner will determine whether additional personal leave without pay will or will not count for service, except for long service leave purposes.

Carer's leave without pay

- 99. Where an employee has exhausted their personal/carer's leave, and the employee provides suitable documentary evidence, two days per occasion of carer's leave without pay will be granted for caring purposes.
- 100. Casual employees who receive a loading in lieu of paid leave will have access to carer's leave without pay for caring purposes of two days per occasion consistent with the Fair Work Act.

Compassionate leave

- 101. An employee is entitled to three days paid compassionate leave for each permissible occasion when a member of the employee's family or employee's household:
 - a) contracts or develops a personal illness or sustained a personal injury that poses a serious threat to life; or
 - b) dies.
- 102. A casual employee may access three days of unpaid leave on each occasion that compassionate leave is required.
- 103. Compassionate leave may be taken as three consecutive days, or in periods equalling three days.

Miscellaneous leave

- 104. The Commissioner may approve a period of miscellaneous leave for an employee. The Commissioner will determine whether the period of absence is to be with or without pay.
- 105. The Commissioner may determine under clause 104 that only a part of the period of leave will be with pay.
- 106. Unless the Commissioner determines otherwise, any continuous period of miscellaneous leave without pay greater than 30 calendar days will not count as service for annual leave and personal/carer's leave purposes.

Maternity and parental leave

- 107. Eligible employees are entitled to 52 weeks maternity leave in accordance with the Maternity Leave Act.

108. Employees who are eligible for paid maternity leave under the Maternity Leave Act are entitled to an additional four weeks of paid leave, to be taken immediately following the period of paid maternity leave provided by the Maternity Leave Act.
109. Employees who adopt or foster (long-term) a child and who have responsibility for the care of that child, are entitled to up to 52 weeks of parental leave. An employee who has completed at least 12 months continuous service in the APS, and who is the primary caregiver of that child, is entitled to take the first 16 weeks as paid leave. Leave for adoption or long-term fostering purposes is available from one week prior to, but no later than, the date of placement of the child.
110. Employees are entitled to parental leave for adoption or long-term foster care when that child:
- a) is under 16 years of age;
 - b) has not, or will not have, lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
 - c) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse/partner.
111. Documentary evidence of approval for adoption or enduring parental responsibilities under the formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.
112. Employees who are eligible for paid maternity or parental leave may elect to have the payment for that leave spread over a maximum of 32 weeks at a rate no less than half normal salary. Where payment is spread over a longer period, a maximum of 16 weeks will count as service.
113. On ending the initial 52 weeks of maternity or parental leave, employees may request an extension of unpaid parental leave for a further period of up to 52 weeks. The second period of unpaid leave is to commence immediately following the initial 52 week leave period.
114. Unpaid maternity leave or parental leave, except for unpaid leave during the first 12 weeks, will not count as service for any purpose.
115. This leave is inclusive of public holidays and will not be extended because a public holiday, or Christmas closedown, falls during a period of paid or unpaid maternity or parental leave. On ending maternity or parental leave, employees have the return to work guarantee and the right to request flexible working arrangements that are provided by the Fair Work Act.

Supporting partner leave

116. An employee who is not the primary care giver to a dependent child is entitled to 15 days' paid supporting partner leave immediately following the birth or placement of their child for adoption or long-term fostering. Paid supporting partner leave counts as service for all purposes.
117. Supporting partner leave can be taken at half pay.
118. An employee who has responsibility for the care of a dependent child is entitled to a maximum of 12 months unpaid parental leave in accordance with the NES, provided they have completed 12

months continuous service in the APS. The 12 months is inclusive of any paid supporting partner leave provided in clauses 116 to 117.

- 119. An employee may make an application to the Commissioner for up to an additional 12 months unpaid parental leave immediately to follow the initial 12 month entitlement period.
- 120. Where an employee requests additional unpaid parental leave, in accordance with clause 113, and this request is denied, written reasons will be provided by the Commissioner.
- 121. The Commissioner may determine that all or part of the entitlement to parental leave, which would otherwise be unpaid, will be with pay. The Commissioner may determine that all or part of the entitlement to unpaid parental leave will count as service for any purpose.

Unpaid pre-adoption leave

- 122. An employee is entitled to up to two days' unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child in accordance with section 85 of the Fair Work Act.

Defence reserve leave

- 123. An employee may be granted defence reserve leave, with or without pay, to enable the employee to fulfil service in the Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
- 124. An employee is entitled to defence reserve leave with pay, of up to four weeks during each financial year, and an additional two weeks paid leave in the first year of ADF Reserve Service, for the purpose of fulfilling service in the ADF Reserve.
- 125. With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years.
- 126. An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
- 127. Defence reserve leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except annual leave.

War service sick leave

- 128. Employees may be eligible to be granted war service sick leave while unfit for duty because of a psychological or physical illness, disease or injury that has been determined by the Department of Veterans' Affairs, within the meaning of the relevant legislation, to be caused by war, war-like or non-war-like service, which could include hazardous or peacekeeping service.
- 129. Eligible employees will accrue a special credit of nine weeks on commencement in the APS and an annual credit of three weeks for each year of APS service. Unused credits will accumulate to a maximum of nine weeks.

Community service (emergency management and jury service) leave

130. In accordance with section 108 of the Fair Work Act, an employee who engages in an eligible community service activity will be granted leave for participation in emergency management duties for periods that consist of one or more of:
- a) time engaged in the activity;
 - b) reasonable travelling time associated with the activity;
 - c) reasonable rest time immediately following the activity; and
 - d) ceremonial duties.
131. The Commissioner may determine whether any or all of leave taken for participation in voluntary emergency management activities will be with pay.
132. An employee will continue to be paid by the Commission for any period of jury service, but will be required to pay to the Commission any amount of jury service pay received by the employee with the exception of any expense-related allowances received.

Public holidays

133. An employee is entitled to public holidays in accordance with section 115 of the Fair Work Act.
134. Where the Commissioner and an affected employee agree, another day may be substituted for any public holiday.
135. An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, 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 the employee would not normally have worked on that day.
136. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave or paid personal/carer's leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave at half pay, payment is at half pay).

Christmas closedown

137. The Christmas closedown applies between 25 December until the commencement of the first working day following 1 January.
138. There will be no requirement to take annual leave or use accrued flextime over this period.
139. An APS 1-6 employee who is directed by the Commissioner, due to exceptional circumstances, to be on duty during the Christmas closedown period, will be entitled to accrue additional flextime at one and a half hours for each hour worked. An executive level employee will be entitled to time off in lieu in accordance with clause 189.

Part F Allowances and Expenses

Payment for work outside the standard bandwidth

140. On each occasion that an employee at an APS 1–6 classification or a training classification, excluding casual employees, is directed by the Commissioner:
- a) to work outside the standard, or varied, bandwidth as defined in Part H of this Agreement;
 - b) to return to duty for reason of urgent work requirements at a time when they would not otherwise be on duty; or
 - c) in the case of a regular part-time employee, to work outside regular agreed hours for a continuous period of at least two hours,
- the employee will be entitled in recognition of additional incurred costs and inconvenience to a payment of \$85. Eligible employees will also be entitled to accrue flextime credits in accordance with Part H of this Agreement.
141. Where a part-time employee is directed to work an additional standard day/s, as defined in clause 163, the employee will be paid for additional day/s worked.
142. Clause 140 does not apply where an employee is undertaking official travel as defined in Part G of this Agreement.
143. An employee may, with reasonable cause, decline to work outside the standard bandwidth or, in the case of a regular part-time employee, outside regular agreed hours.

First aid allowance

144. An employee who is appointed as a First Aid Officer by the Commissioner, will be paid a fortnightly allowance of:
- a) \$25.44 from commencement of the Agreement;
 - b) \$25.95 12 months after commencement; and
 - c) \$26.47 24 months after commencement.

Departmental Liaison Officer duties allowance

145. An employee who is assigned the duties of Departmental Liaison Officer is entitled to an allowance at the annual rate of:
- a) \$17,516 from commencement of the Agreement;
 - b) \$17,866 12 months after commencement; and
 - c) \$18,223 24 months after commencement.

Loss, damage and indemnity

146. The Commissioner may approve reimbursement to an employee for loss or damage to clothing or personal effects which occurred in the course of the employee's work. This reimbursement is not subject to tax instalment deductions.

Relocation assistance

147. The Commissioner may approve reasonable relocation assistance for an employee.

Use of private motor vehicle allowance

- 148. The Commissioner may approve an employee using their own vehicle, or a vehicle hired at the employees expense, for official purposes where the Commissioner considers that it will result in greater efficiency or involves less expense for the Commission.
- 149. Motor vehicle allowance will be paid in accordance with the rates set by the Australian Taxation Office.

Payment of travel expenses

- 150. An employee who is required to travel on official business will be provided with an Australian Government Credit Card which should be used to pay reasonable out of pocket expenses for accommodation, meals and incidentals while on official travel.
- 151. Reasonable travel expenses are consistent with the rates set by the Australian Taxation Office.
- 152. The Commissioner may approve expenses in excess of the Australian Taxation Office reasonable travel expense rates.
- 153. Where it is impractical to use the Australian Government Credit Card, reasonable out of pocket expenses, as determined by the Commissioner, will be reimbursed on the production of receipts.

Living away from home expenses

- 154. When an employee is required to undertake official travel, excluding travel under clause 156, which results in the employee residing in one locality for a period of at least 21 days, a reviewed payment which is equal to the actual amount expended on accommodation, incidentals and additional meals, or an amount which the Commissioner considers to be reasonable in the circumstances, will apply.

Official travel overseas

- 155. An employee who is required to undertake official travel overseas will be provided with an Australian Government Credit Card or a cash advance that is to be acquitted, to meet reasonable accommodation, meal and incidental expenses. The cash advance will be administered on a case-by-case basis having regard to issues such as accepted processes for the payment of accounts in the country being visited and projected expenses where payment by credit card is not an option.

Overseas arrangements

- 156. An employee who is required to travel overseas as part of the Commission's obligation to the Department of Foreign Affairs and Trade, under the international aid program, will have their conditions of employment for the period of their overseas travel determined by the Commissioner.

Recognition of travel time

- 157. Official domestic travel, wherever possible, should be undertaken during the standard bandwidth in accordance with clause 167.

- 158. When an employee at the APS 1-6 classification or a training classification is required to undertake official domestic travel, time spent in transit may be recorded as standard hours, with flextime to accrue in accordance with clauses 172 to 179.
- 159. Arrangements for executive level employees undertaking official domestic travel will be in accordance with clauses 187 to 189.
- 160. It is not always possible for official overseas travel to be undertaken during the standard bandwidth. Arrangements for employees required to undertake international travel will be determined by the Commissioner.
- 161. Further information can be found in the Overseas Travel Guide.

Part H Flexible Work Environment

Hours of work

- 162. The hours of work for a full-time employee are 150 hours over a four-week settlement period.
- 163. The standard working day is seven hours and thirty minutes (7 hours 30 minutes).
- 164. An employee should not work more than 10 hours per day unless directed to do so.
- 165. An employee must not work for more than five hours without an unpaid break of at least 30 minutes.
- 166. Once it has been established that an employee is absent from duty without approval, all pay and other benefits provided under this Agreement, will cease to be available until the employee resumes duty or is granted leave in accordance with this Agreement.

Bandwidths

- 167. The standard bandwidth is between the hours of 7.00am and 7.00pm, Monday to Friday.
- 168. Hours worked within the standard bandwidth are ordinary time.
- 169. Payment for work outside the bandwidth is described at clause 140.

Varying the bandwidth

- 170. The bandwidth may be varied to an alternative 12 hour period on any day by agreement, in writing, between the Commissioner and an employee, excluding casual employees. An employee's ordinary hours are those hours within the varied bandwidth that the employee works on a regular basis, as agreed by the employee's manager.
- 171. Employees will not be required to vary their bandwidth.

Flextime

- 172. An employee, excluding casual employees, at an APS 1–6 classification or a training classification may access flextime arrangements under this Agreement.
- 173. The Commissioner will administer these arrangements in a way which meets the Commission's operational requirements and responsibilities. Where possible, the Commissioner will take into consideration the individual needs of the employee.
- 174. A manager may approve a part-time employee accessing flextime, subject to operational requirements.
- 175. Subject to clause 162, a full-time employee is required to work an average of 37 hours and 30 minutes per week with an average of 7 hours 30 minutes per working day. Part-time employees are required to work those hours agreed to with the Commissioner under clause 192.
- 176. Flexibility in relation to hours worked on any particular day is available within the standard bandwidth in accordance with clause 167 or a varied bandwidth in accordance with clause 170.

177. Flextime credits will accrue on an hour for hour basis when work is performed within the standard bandwidth, except where clause 181 applies.
178. A full-time employee at an APS 1–6 classification or a training classification may not carry over in excess of 37 hours and 30 minutes flextime credit, pro-rata for a part-time employee, at the end of any settlement period unless:
- a) they have brought the matter to the attention of their manager prior to the end of the settlement period; and
 - b) the manager and the employee have put in place a strategy to reduce the credit below 37 hours and 30 minutes, pro-rata for a part-time employee, prior to the end of the next settlement period.
179. An employee at an APS 1–6 classification or a training classification may not carry over in excess of 15 hours flextime debit, pro-rata for a part-time employee, at the end of any settlement period.

Direction to work outside the standard bandwidth

180. Where an APS 1-6 classification or training classification employee is directed to work more than 10 hours on any one day within the standard bandwidth, any hours worked in excess of 10 hours will accrue as flextime at a rate of one and a half hours for each hour worked Monday to Saturday, or at a rate of two hours for each hour worked Sundays and Public Holidays.
181. Where the Commissioner directs an employee, excluding casual employees, at an APS 1–6 classification or a training classification to work outside the standard bandwidth, flextime credit will accrue at the following rates with a minimum of three hours to be accrued for any time worked:
- a) **Monday to Friday:** time worked between 6.00am – 7.00am or 7.00pm - 10.00pm will accrue flextime at one and a half hours for each hour worked. Time worked before 6.00am or after 10.00pm will accrue flextime at two hours for each hour worked.
 - b) **Saturday:** time worked between 8.00am – 6.00pm will accrue flextime at one and a half hours for each hour worked. Time worked before 8.00am or after 6.00pm will accrue flextime at two hours for each hour worked.
 - c) **Sundays and Public Holidays:** time worked will accrue flextime at two hours for each hour worked.
182. Where an APS 1–6 classification casual employee is directed to work outside the standard bandwidth, the casual employee will not receive the casual loading defined in clause 47. The casual employee will be paid for time worked outside the standard bandwidth at the following rates:
- a) **Monday to Friday:** time worked between 6.00am – 7.00am or 7.00pm - 10.00pm will be paid at 150%. Time worked before 6.00am or after 10.00pm will be paid at 200%.
 - b) **Saturday:** time worked between 8.00am – 6.00pm will be paid at 150%. Time worked before 8.00am or after 6.00pm will be paid at 200%.

- c) **Sundays and Public Holidays:** time worked will be paid at 200%.
183. Where an employee is directed to work outside the standard bandwidth the employee will be entitled to an eight-hour break plus reasonable travelling time following the end of the period of work before commencing work again.
184. Where the break referred to in clause 183 is not possible due to operational requirements the employee will accrue flextime at two hours for each hour worked, until an eight-hour break can be granted.
185. Clauses 180 to 184 do not apply where an employee is required to undertake official travel.
186. Where the bandwidth has been varied, in accordance with clause 170, the application of clause 181 will be:
- a) **Monday to Friday:** the rate of flextime accrual for work done one hour before the varied bandwidth, and three hours after, will be one and a half hours. Any other work done outside the bandwidth will accrue flextime at two hours for each hour worked.
 - b) where the varied bandwidth includes a weekend, any overtime on that day will be paid in accordance with clause 186(a).
 - c) where an employee is directed to work on a weekend day not included in their varied bandwidth, any overtime on that day will be paid in accordance with clause 181(b) or 181(c).

Working arrangements for executive level employees

187. Arrangements about when work is performed for executive level employees will be determined by the Commissioner. Where possible, the Commissioner will take into account the individual needs of the employee.
188. There is an expectation that executive level employees, because of their senior work roles and responsibilities, will be required to undertake reasonable additional hours of work.
189. Where an executive level employee has consistently worked excessive hours a manager may, having regard to clauses 187 to 188, grant reasonable time off in recognition of additional hours worked at a time mutually agreed. Such absences do not need to be covered by any form of leave.

Working away from the office

190. The Commissioner may approve an employee to work away from the office, subject to operational requirements.

Regular part-time employment

191. The Commissioner may approve an employee's request for part-time work, subject to operational requirements. Part-time work may include job sharing arrangements.
192. A part-time employee is one who works a regular number of hours and whose hours of work are less than 150 hours over the four week settlement period. The Commissioner will agree with the employee the number of days and number of hours to be worked, under the four-week settlement period. However, a minimum of three hours are to be worked consecutively on any day.
193. The Commissioner may initiate the introduction or extension of part-time employment. Employees will not be required to convert from full-time to part-time hours or from part-time to full-time hours, without their agreement.
194. The Commissioner and the employee may agree to vary the part-time work agreement, including a reversion to full time hours, before the end of any period of an agreed part-time working arrangement.
195. Unless agreed otherwise between the employee and the Commissioner in writing, or otherwise described in the Agreement, remuneration and other benefits, excluding expense-related allowances or reimbursements, for part-time employees will be calculated on a pro-rata basis.

Family care costs

196. The Commissioner may authorise reimbursement of reasonable expenses arising from additional family care arrangements made necessary where an employee is:
- a) required to travel away from their normal work location for business purposes;
 - b) directed to work additional hours or to attend a conference or learning and development course outside the standard bandwidth;
 - c) directed to work outside the employee's regular agreed hours of work; or
 - d) directed to return to duty.

Flexible working arrangements

197. An employee may request flexible working arrangements in accordance with section 65 of the Fair Work Act.

Health promotion

198. The Commission will provide employees with access to health and wellbeing initiatives, this may include influenza vaccinations.

Performance management framework

199. Employees must participate in the Commission's performance management framework. The annual performance management cycle runs from 1 July to 30 June each year. Further information can be found in the Performance Management Policy.

Eligibility for performance based salary advancement

200. On 1 July an eligible ongoing employee who is below the maximum pay point of their substantive classification will be eligible for progression to the next highest pay point within their substantive classification, subject to clauses 201 to 206.
201. Eligibility for performance based salary advancement is limited to ongoing employees who are present in the workplace and subject to the framework for a minimum of six months during the annual performance management cycle. Employees must achieve satisfactory performance at the end of the annual performance management cycle to be advanced.
202. Non-ongoing employees are not eligible for salary advancement under these provisions.
203. Where an employee is promoted within the Commission and has previously been temporarily assigned duties at this classification, and that period of temporary assignment immediately precedes the date of effect of the promotion, the period of temporary assignment will count towards the qualifying period for salary advancement.

Performance Improvement Plan

204. An employee who is not performing satisfactorily will be placed on a Performance Improvement Plan.
205. An employee who is on a Performance Improvement Plan at the end of the annual performance management cycle will not be eligible for a performance based salary advancement on 1 July.
206. Where an employee has improved their performance, salary advancement to the next available pay point will take effect from the date they are assessed as achieving satisfactory performance, subject to clauses 200 to 203.

Skills recognition and development

207. The Commissioner may approve funding of professional memberships and development needs where this is agreed between the Commissioner and the employee.

Study encouragement scheme

208. The Commission may provide financial or other assistance to an employee to undertake formal courses of study at tertiary and higher education institutions and other vocational education courses, where the study is agreed to by the Commissioner.
209. Further information can be found in the Employee Development Policy.

Employee initiated separation from the APS

210. An employee will, where practicable, give a minimum of two weeks' notice of their intention to resign or retire from the APS, except where a lesser period is agreed with the Commissioner.

Excess employees**Coverage**

211. The following provisions will apply to all employees of the Commission with the exception of:
- a) ongoing employees who are on probation; and
 - b) non-ongoing employees.

Definition of excess employee

212. An employee is an excess employee if:
- a) the employee is included in a class of employees employed in the Commission which comprises a greater number of employees than is necessary for the efficient and economical working of the Commission; or
 - b) the services of the employee cannot be used effectively because of technological or other changes in the work methods of the Commission or changes in the nature, extent or organisation of the functions of the Commission; or
 - c) the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the Commissioner has determined that these provisions will apply to that employee.

Consultation with potentially excess employees

213. When the Commissioner is aware that an employee is likely to become excess, the Commissioner will advise the employee.
214. The Commissioner will hold discussions with the employee to advise them of the reasons they may become excess and to consider:
- a) measures that could be taken to resolve the situation, including redeployment opportunities for the employee at or below level including through any APS-wide deployment mechanism which might exist at the time;
 - b) referral to a service provider approved by the Commissioner to provide career planning and other appropriate assistance; and
 - c) whether voluntary retrenchment might be appropriate.
215. Where the employee nominates a representative, the Commissioner will hold the discussions with the employee's representative.

216. The Commissioner may, prior to the conclusion of these discussions, invite an employee who is not a potentially excess employee to express interest in voluntary retrenchment, where the retrenchment of that employee would permit the redeployment of an employee who is potentially excess.

Declaring an employee excess

217. At least four weeks after advising the employee in accordance with clause 213 that they are likely to become excess, the Commissioner may advise the employee in writing that they are an excess employee. The employee and the Commissioner may agree to a shorter period.

Voluntary retrenchment

218. Where an employee is advised that they are an excess employee in accordance with clause 217, the Commissioner may invite the excess employee to accept voluntary retrenchment.
219. Where the Commissioner invites an excess employee to accept voluntary retrenchment, the employee will have four weeks in which to accept the offer.
220. Where the offer is accepted the Commissioner will consider whether to proceed with approval of the voluntary retrenchment, but will not give notice of termination under section 29(3)(a) of the Public Service Act before the end of the four week period, without consulting the employee.
221. As soon as possible within the four weeks referred to in clause 219, the Commissioner will give the excess employee information on:
- a) the amount of severance benefit, pay in lieu of notice and paid leave credits;
 - b) how to ascertain the amount of accumulated superannuation contributions;
 - c) options open to the employee concerning superannuation; and
 - d) any taxation rules applying to the various payments,
- which would be payable on voluntary retrenchment.
222. An excess employee invited to accept voluntary retrenchment will be provided with assistance up to a total of \$900 for financial advice and career counselling.
223. Only one offer of voluntary retrenchment will be made to an excess employee.

Period of notice

224. Where the excess employee accepts voluntary retrenchment, the Commissioner may retrench the excess employee by giving the required notice of termination under section 29(3)(a) of the Public Service Act. The period of notice will be four weeks (or five weeks for an employee over 45 and with at least five years of continuous service).
225. Where an employee's employment is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice as set out in the Fair Work Act for the unexpired portion of the notice period.

Severance benefit

226. An employee whose employment is terminated under section 29(3)(a) of the Public Service Act following their agreement to be voluntarily retrenched is entitled to be paid a severance benefit of an amount equal to two weeks' salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the NES.
227. The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.
228. The redundancy pay will be calculated on a pro-rata basis for any period where the employee has worked part-time hours during his or her period of service and the employee has less than 24 years full-time service, subject to any minimum amount the employee is entitled to under the NES.
229. Service for severance benefit purposes means:
- a) service in the Commission;
 - b) Government service as defined in section 10 of the Long Service Leave Act;
 - c) service with a Commonwealth body (other than service with a Joint Commonwealth-State body corporate) in which the Commonwealth has a controlling interest which is recognised for long service leave purposes;
 - d) service with the ADF;
 - e) APS service immediately preceding deemed resignation under repealed section 49 of the Public Service Act, if the service has not previously been recognised for severance pay purposes; and
 - f) service in another organisation where:
 - i. an employee moved from the APS to that organisation with a transfer of function; or
 - ii. an employee engaged by that organisation on work within a function is engaged in the APS as a result of the transfer of that function to the APS; and
 - iii. such service is recognised for long service leave purposes.

Rate of Payment

230. For the purpose of calculating any payment under clause 226, salary will include:
- a) the employee's salary at their substantive work value level; or
 - b) the salary of the higher work value level, where the employee has been working at the higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination; and

- c) other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

Accelerated separation option and additional payment

- 231. Where the Commissioner invites an excess employee to accept voluntary retrenchment, the Commissioner may also invite the excess employee to accept an accelerated separation option. This option provides, in addition to the severance benefit, a payment of a maximum of four weeks' salary in lieu of the consideration period referred to in clause 219 where the excess employee agrees to termination of employment and the employment is so terminated within 14 days of receiving an offer of voluntary retrenchment. Any payment to which the employee is entitled will be equal to the balance of the four week period referred to in clause 219.

Retention period

- 232. An excess employee will be entitled to the following retention period:
 - a) 13 months where they have 20 or more years of service or are over 45 years of age; or
 - b) seven months.
- 233. If an employee is entitled to a redundancy payment under the NES, the retention period at clause 232 will be 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).
- 234. The retention period will commence on the day the employee is advised in writing by the Commissioner, in accordance with clause 217, that they are an excess employee.
- 235. The retention period will be extended by any periods of personal/carer's leave taken for the purposes of a personal illness or injury during the retention period.
- 236. Where:
 - a) an excess employee has been receiving redeployment assistance from a service provider for two months; and
 - b) the service provider advises that there is no reasonable prospect of redeployment in the APS; and
 - c) the Commissioner is satisfied that there is insufficient productive work available for the employee within the Commission during the remainder of their retention period,the Commissioner may, in consultation with the employee, terminate the employment of the employee under section 29 of the Public Service Act. Upon termination, the employee will be paid a lump sum comprising the balance of the retention period (as shortened for the NES under clause 233) and this payment will be taken to include the payment in lieu of notice of termination of employment, plus the employee's NES entitlement to redundancy pay.

Redeployment

- 237. Where an excess employee does not accept an offer of voluntary retrenchment or the accelerated separation option within four weeks of the offer being made, the redeployment arrangements of this Agreement will apply.
- 238. An excess employee will have access to the APS-wide redeployment mechanisms.
- 239. An excess employee will be entitled to a period of retention in which they will have access to the services of a provider approved by the Commissioner to the value of \$2600 in order to assist them to be redeployed. The employee is also entitled to funding for financial advice to the value of \$900 less any amount already paid in accordance with clause 222.
- 240. The Commissioner will take all reasonable steps, consistent with the interests of the efficient administration of the Commission, to assign new duties to an excess employee at their substantive classification within the Commission.
- 241. The Commissioner, after taking reasonable steps to find alternative employment in the Commission at the excess employees substantive classification, may, with four weeks' notice, allocate a lower classification to the employee, having determined that duties appropriate to that classification are to be performed by the employee. The employee will receive income maintenance to maintain their salary at the previous higher classification for the balance of the retention period.

Assistance

- 242. An excess employee, who is on a retention period, will be given assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment (where such expenses are not met by the prospective employer) and will be given reasonable time off work to attend job interviews.
- 243. An excess employee required to move their household to a new locality as a result of an assignment to new duties at the same or lower classification may be entitled to reasonable expenses in accordance with Part F of this Agreement.

Involuntary retrenchment

- 244. Subject to clause 241 the Commissioner under section 29 of the Public Service Act may terminate the employment of an excess employee who has not agreed to voluntary retrenchment and has not been permanently redeployed to an ongoing position.
- 245. The Commissioner will not terminate the employment of an excess employee if the excess employee has not been invited to accept an offer of voluntary retrenchment or has elected to accept an offer of voluntary retrenchment but the Commissioner has refused to approve it.

246. This term applies if the Commission:
- a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

247. For a major change referred to in clause 246(a):
- a) the Commission must notify the relevant employees of the decision to introduce the major change; and
 - b) clauses 248 to 254 apply.
248. The relevant employees may appoint a representative for the purposes of the procedures in this term.
249. If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the employer of the identity of the representative, the Commission must recognise the representative.
250. As soon as practicable after making its decision, the Commission must:
- a) discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures the Commission is taking to avert or mitigate the adverse effect of the change on the employees; and
 - b) for the purposes of the discussion provide, in writing, to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.

251. However, the Commission is not required to disclose confidential or commercially sensitive information to the relevant employees.
252. The Commission must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
253. 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 Commission, the requirements set out in clause 247(a) and clauses 248 and 250 are taken not to apply.
254. In this term, a major change is likely to have a significant effect on employees if it results in:
- a) the termination of the employment of employees; or
 - b) major change to the composition, operation or size of the Commission's workforce or to the skills required of employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain employees; or
 - f) the need to relocate employees to another workplace; or
 - g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

255. For a change referred to in clause 246(b):
- a) the Commission must notify the relevant employees of the proposed change; and
 - b) clauses 256 to 260 apply.
256. The relevant employees may appoint a representative for the purposes of the procedures in this term.
257. If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
258. As soon as practicable after proposing to introduce the change, the Commission must:
- a) discuss with the relevant employees the introduction of the change; and

- b) for the purposes of the discussion, provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that the Commission reasonably believes are likely to affect the employees; and
- c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

259. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

260. The Commission must give prompt and genuine consideration to matters raised about the change by the relevant employees.

261. In this term: "relevant employees" means the employees who may be affected by a change referred to in clause 246.

Workplace Relations/Health and Safety Committee

262. A Workplace Relations/Health and Safety Committee will be established to facilitate communication and consultation with employees, and will monitor the implementation of this Agreement.

Appendix 1 Commission Salary Scales

Classification	Current rates	Commencement	12 Months	24 Months
EL 2.7	\$140,590	\$143,402	\$146,270	\$149,195
EL 2.6	\$139,250	\$142,035	\$144,876	\$147,774
EL 2.5	\$137,330	\$140,077	\$142,879	\$145,737
EL 2.4	\$134,683	\$137,377	\$140,125	\$142,928
EL 2.3	\$132,179	\$134,823	\$137,519	\$140,269
EL 2.2	\$127,763	\$130,318	\$132,924	\$135,582
EL 2.1	\$125,057	\$127,558	\$130,109	\$132,711
EL 1.7	\$114,308	\$116,594	\$118,926	\$121,305
EL 1.6	\$113,208	\$115,472	\$117,781	\$120,137
EL 1.5	\$110,447	\$112,656	\$114,909	\$117,207
EL 1.4	\$108,853	\$111,030	\$113,251	\$115,516
EL 1.3	\$105,136	\$107,239	\$109,384	\$111,572
EL 1.2	\$102,164	\$104,207	\$106,291	\$108,417
EL 1.1	\$99,734	\$101,729	\$103,764	\$105,839
APS 6.3	\$88,942	\$90,721	\$92,535	\$94,386
APS 6.2	\$85,301	\$87,007	\$88,747	\$90,522
APS 6.1	\$81,925	\$83,564	\$85,235	\$86,940
APS 5.3	\$78,694	\$80,268	\$81,873	\$83,510
APS 5.2	\$75,326	\$76,833	\$78,370	\$79,937
APS 5.1	\$71,959	\$73,398	\$74,866	\$76,363
APS 4.3	\$69,029	\$70,410	\$71,818	\$73,254
APS 4.2	\$65,106	\$66,408	\$67,736	\$69,091
APS 4.1	\$64,131	\$65,414	\$66,722	\$68,056
APS 3.2	\$60,044	\$61,245	\$62,470	\$63,719
APS 3.1	\$58,231	\$59,396	\$60,584	\$61,796
APS 2.3	\$55,755	\$56,870	\$58,007	\$59,167
APS 2.2	\$52,045	\$53,086	\$54,148	\$55,231
APS 2.1	\$49,983	\$50,983	\$52,003	\$53,043
APS 1.2	\$45,258	\$46,163	\$47,086	\$48,028
APS 1.1	\$43,750	\$44,625	\$45,518	\$46,428

Training Classifications

Classification	Current rates	Commencement	12 Months	24 Months
Graduate APS	\$58,231	\$59,396	\$60,584	\$61,796
Trainee APS	\$43,750	\$44,625	\$45,518	\$46,428
Cadet APS	\$29,312	\$29,898	\$30,496	\$31,106

Appendix 2 Supported Wage

1. Employees who are affected by a disability are eligible for a supported wage.
2. **Eligibility.** Eligible employees are those who are unable to perform the range of duties to the competence level required within the classification for which the employee is engaged, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
3. This provision does not apply to any existing employee who has a claim against the Commission which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.
4. **Supported wage rates.** Employees to whom this provision applies shall be paid the applicable percentage of the relevant base salary as outlined in this Appendix, according to Table 1, provided that the minimum amount payable is not less than the minimum weekly amount as prescribed by the Fair Work Commission from time to time.

Table 1: Supported wage rates

Assessed capability	% of base salary available under this Agreement
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

5. Where an employee's assessed capacity is 10 per cent the employee must receive a high degree of assistance and support.
6. **Assessment of capacity.** For the purposes of establishing the percentage of the relevant base salary, the productive capacity of the employee will be assessed by an approved assessor, having consulted the

employer and the employee, and if the employee so desires, a union which the employee is eligible to join.

7. Assessment made under this schedule must be documented in a Supported Wage System (SWS) wage assessment agreement, and retained by the employer as a time and wages record as required by the relevant legislation.
8. **Lodgement of SWS wage assessment agreement.** All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the Commission with the Fair Work Commission.
9. All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.
10. **Review of assessment.** The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.
11. **Other terms and conditions of employment.** Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by a SWS wage assessment agreement will be entitled to the same terms and conditions of employment as all other employees covered by this Agreement paid on a pro-rata basis.
12. **Workplace adjustment.** An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.
13. **Trial period.** In order for an adequate assessment of the employee's capacity to be made, the Commission may employ a person covered by the SWS provisions for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
14. During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
15. The minimum amount payable to the employee during the trial period must be no less than the minimum weekly amount as prescribed by the Fair Work Commission from time to time.
16. Work trials should include induction or training as appropriate to the job being trialled.
17. Where the Commission and the employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under paragraphs 6 and 7 of this Appendix.

Appendix 3 Interpretations and Definitions

“Agreement” means the Australian Public Service Commission Enterprise Agreement 2018-21.

“APS” means the Australian Public Service.

“APS employee” is someone engaged under section 22(2) of the Public Service Act.

“Broadband/s” refers to the combination of two or more classifications in a single unit called a broadband in accordance with the Classification Rules. A broadband encompasses the full range of work value of the classifications contained within it.

“Cadet APS” means an employee allocated the classification of Cadet APS in accordance with the Classification Rules. Cadets undertake a Cadetship with the Commission involving a combination of full time tertiary study and work placement throughout the duration of their studies.

“Casual employee/s” means a person engaged under section 22(2)(c) of the Public Service Act for duties that are irregular or intermittent.

“Classification Rules” means the *Public Service Classification Rules 2000* as amended from time to time.

“Classification/s” means an approved classification under the Classification Rules.

“Commission” means the Australian Public Service Commission.

“Commissioner” means the Australian Public Service Commissioner.

“Employee/s” means an employee of the Commission covered by this Agreement (whether full-time or part-time) and includes employees who have been assigned duties at the Commission under section 26 of the Public Service Act. Unless specified, this does not include a casual employee.

“Executive level employee” means employees at the Executive Level 1 and 2 classification in accordance with the Classification Rules.

“Excess employee” means an employee declared to be excess in accordance with Part K of this Agreement.

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

“Family” means a person who:

- a) is related by blood or by marriage to the employee; or
- b) is a de facto spouse, former spouse or former de facto spouse of the employee without discrimination as to sexual preference; or
- c) the Commissioner is satisfied they have a strong affinity with the employee; or

d) is a child, adopted child or a foster child of the employee.

“Flextime” is a system of flexible working arrangements which enables an employee and the Commissioner to vary working hours, patterns and arrangements (subject to operational requirements) to average working hours of 37 hours and 30 minutes, or regular agreed part-time hours, per week for the settlement period.

“Foster care” means an arrangement whereby an employee, as primary carer, assumes long term responsibility for a child:

- a) arising from the placement of the child by a ‘fostering’ arrangement or Parentage Order by a person / organisation with statutory responsibility for the placement of the child;
- b) where the child is, or will be, under 16 years of age as at the day of placement, or the expected day of placement, of the child;
- c) where the placement of the child:
 - i. is for a period longer than six months; and
 - ii. in circumstances where it is not expected that the child will return to their family; and
- d) the child is not (otherwise than because of the fostering) a child of the employee or the employee’s spouse or de facto partner.

The ‘placement’ of a child, means the earlier of the following days:

- a) the day on which the employee first takes long term care of the child; or
- b) the day on which the employee starts any travel that is reasonably necessary to take custody of the child.

“Graduate APS” means an employee allocated the classification of Graduate APS in accordance with the Classification Rules. Graduates undertake a structured program of training and work placements.

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

“Manager” means the person to whom an employee generally reports to on a day-to-day basis for work related matters, and may include a person referred to as a supervisor.

“Maternity Leave Act” means the *Maternity Leave (Commonwealth Employees) Act 1973* as amended from time to time.

“National Employment Standards (NES)” means those minimum terms and conditions that apply to all national system employees, as outlined in Part 2-2 of the Fair Work Act.

“Non-ongoing employee” means an employee who has been engaged under section 22(2)(b) of the Public Service Act for either a specified term or for the duration of a specified task.

“Official travel” means travel that an employee is requested to undertake on behalf of the Commission. Official travel requires formal approval by the Commissioner via a movement requisition.

“Parliamentary Services Act” means the *Parliamentary Service Act 1999* as amended from time to time.

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

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

“Trainee APS (Administrative)” means an employee allocated the classification of Trainee APS (Administrative) in accordance with the Classification Rules . Trainee APS (Administrative) employees undertake a training program for a period of 12 months which combines time at work with training, and can be full-time, part-time or school-based.

“Training classification” means the classifications listed in Schedule 2 of the Classification Rules.

“Working day” is Monday to Friday and excludes public holidays and the Christmas closedown.