



Australian Government
Australian Public Service Commission

Australian Government

APS Bargaining Statement of Common Conditions

30 November 2023

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Overview

The Australian Government Public Sector Workplace Relations Policy 2023 (the Policy) sets out the Government's workplace relations policy, as it applies to Government Employment. It applies to agencies and their employees engaged under the *Public Service Act 1999* (i.e. Australian Public Service (APS) agencies and their employees).

The Policy outlines the Government's plan for APS-wide bargaining in the APS. It sets baseline standards, processes and expectations that will apply to bargaining approaches taken across APS agencies.

The Policy provides that:

- the employer bargaining representative will lead APS-wide bargaining to establish a set of Common Conditions that will apply across the APS;
- at the conclusion of APS-wide bargaining, the Australian Public Service Commission (the APSC) will release a Statement of Common Conditions (the Statement) as an outcome of negotiations; and
- agencies are to bargain enterprise agreements that incorporate common conditions that have been negotiated, as listed in the Statement.

The accountable authority of each agency is obliged under section 21 of the *Public Governance, Performance and Accountability Act 2013* to govern in a way that is not inconsistent with the policies of the Australian Government.

The Statement outlines the outcome of 105 matters raised in APS-wide bargaining and provides:

- a list of the 59 APS-wide common conditions;
- a list of the 24 conditions referred to agency-level bargaining, within or without parameters; and
- a list of the 22 conditions to be maintained, if any. Any further bargaining on these conditions would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

The APSC may provide further policy guidance to support the implementation of the Statement.

The Statement is to be read in conjunction with the Policy and the APS Bargaining - Representatives Claims (log of claims). The log of claims may be accessed through bargaining representatives and/or APS agencies.

Exemptions to the Statement may only be agreed by the APS Commissioner in exceptional circumstances (clause 41 of the Policy).

List of appendices	
Appendix 1	<u>List of APS-wide common conditions</u>
Appendix 2	<u>List of conditions referred to agency-level bargaining</u>
Appendix 3	<u>List of conditions to be maintained, if any</u>

Guide to using this document

Common condition

Common clause to be incorporated into agreements, or clauses to be consistent with common principles

Maintain condition, if any

Condition is quarantined for future rounds of bargaining or cannot be supported in this round of bargaining

Refer to agency-level bargaining

Condition may be bargained in agency-level bargaining within parameters

Refer to agency-level bargaining

Condition may be bargained in agency-level bargaining without parameters

Guidance	Description
Statement	Outlines the outcome of APS-wide bargaining or the Government's policy position
Existing conditions	Outlines whether agencies can maintain existing conditions, including any more beneficial condition than the common clause or principles
Agency-level bargaining	Outlines parameters, if any, on what agencies can bargain in agency-level bargaining
Common clause	Common clause to be incorporated into agreements
Common principles	Common principles that apply to clauses to be incorporated into agreements

Summary of outcomes

The outcomes are subject to the general principles on page 18.

Section 1 - Technical matters

Item		Topic	Outcome	Statement
81		<u>Parties to the agreement</u>	Common condition	Common clause to be incorporated into agreements
41		<u>Operation of the agreement</u>	Common condition	Common clause to be incorporated into agreements
80		<u>Delegations</u>	Common condition	Common clause to be incorporated into agreements
62		<u>National Employment Standards (NES) precedence</u>	Common condition	Common clause to be incorporated into agreements
80		<u>Closed comprehensive agreement</u>	Common condition	Common clause to be incorporated into agreements
79	N/A	<u>No extra claims</u>	Claim withdrawn	Not applicable
76		<u>Individual flexibility arrangements (IFAs)</u>	Common condition	Common clause to be incorporated into agreements
82		<u>Definitions (including usual location of work)</u>	Common condition	Common clause to be incorporated into agreements
83		<u>Machinery of Government (MOG) changes claims</u>	Maintain condition, if any - cannot be supported in this round of bargaining	Any further bargaining would not be consistent with the Policy

Section 2 - Remuneration

Item		Topic	Outcome	Statement
40		<u>Commonwealth pay increase</u> Note: Includes item 38 – Pay increase which was listed for the purposes of hearing pay claims.	Common condition	Common clause to be incorporated into agreements

Item		Topic	Outcome	Statement
53		<u>Commonwealth pay fragmentation mechanism</u>	Common condition	Salary structures are to be consistent with common principles
40		<u>Payment of salary (fortnightly pay and pay formula)</u>	Common condition	Common clause to be incorporated into agreements
40		<u>Payment of salary (all aspects other than fortnightly pay and pay formula)</u> <u>Payment of salary (characterisation of pay and weekly or monthly pay) claims</u>	Maintain condition, if any - cannot be supported in this round of bargaining	Any further bargaining would not be consistent with the Policy
39 55		<u>Salary setting (including salary on promotion and commencement)</u>	Common condition	Common clause to be incorporated into agreements
54		<u>Incremental advancement (fixed percentage and date of advancement)</u>	Referred to agency-level bargaining	May bargain in agency-level bargaining within parameters
54		<u>Incremental advancement (all aspects other than fixed percentage and date of advancement)</u>	Common condition	Clause to be consistent with common principles
72		<u>Superannuation</u>	Common condition	Common clause to be incorporated into agreements
64		<u>Overpayments</u>	Common condition	Common clause to be incorporated into agreements
7		<u>Supported wage system</u>	Common condition	Common clause to be incorporated into agreements, where the condition exists
92		<u>Junior rates of pay</u>	Common condition	Remove any existing clauses from agreements
87		<u>Specialists claims</u>	Maintain condition, if any – cannot be supported in this round of bargaining	Any further bargaining would not be consistent with the Policy

Section 3 - Allowances and reimbursements

Item	Topic	Outcome	Statement
75	<u>Higher duties allowance</u>	Common condition	Common clause to be incorporated into agreements
74	<u>Allowances (including travel allowances, but excluding higher duties allowance, workplace responsibility allowances and community language allowance)</u>	Referred to agency-level bargaining	May bargain in agency-level bargaining within parameters
73	<u>Workplace responsibility allowances</u>	Common condition	Common clause to be incorporated into agreements
74b	<u>Community language allowance</u>	Common condition	Common clause to be incorporated into agreements

Section 4 - Classifications and broadbands

Item	Topic	Outcome	Statement
33	<u>Graduates</u>	Referred to agency-level bargaining	May bargain in agency-level bargaining without parameters
34	<u>Classifications and Work Level Standards</u>	Common condition	Common clause to be incorporated into agreements

Section 5 - Working hours and arrangements

Item	Topic	Outcome	Statement
71	<u>Employment types</u>	Common condition	Common clause to be incorporated into agreements
48	<u>Job security</u>	Common condition	Common clause to be incorporated into agreements

Item	Topic	Outcome	Statement	
52		<u>Labour hire claims</u>	Maintain condition, if any – cannot be supported in this round of bargaining	Any further bargaining would not be consistent with the Policy
51		<u>Casual employment</u>	Common condition	Common clause to be incorporated into agreements
51		<u>Non-ongoing employment</u>	Common condition	Common clause to be incorporated into agreements
65		<u>Working hours (standard working hours)</u>	Referred to agency-level bargaining	May bargain in agency-level bargaining within parameters
65		<u>Working hours (standard span of hours)</u>	Referred to agency-level bargaining	May bargain in agency-level bargaining within parameters
65		<u>Working hours (all aspects other than standard working hours and standard span of hours)</u>	Maintain condition, if any - quarantined for future bargaining round	Any further bargaining would not be consistent with the Policy
65		<u>Working hours (4 day work week or trial) claims</u>	Maintain condition, if any – cannot be supported in this round of bargaining	Any further bargaining would not be consistent with the Policy
67		<u>Flex for APS 1 – 6 classification levels or equivalent</u>	Referred to agency-level bargaining	May bargain in agency-level bargaining within parameters
61		<u>Executive Level Time Off in Lieu (EL TOIL)</u>	Common condition	Common clause to be incorporated into agreements
69		<u>Overtime and restriction</u>	Referred to agency-level bargaining	May bargain in agency-level bargaining without parameters
66		<u>Shift work (including shift penalties)</u>	Referred to agency-level bargaining	May bargain in agency-level bargaining without parameters
20 21		<u>Flexible working arrangements (including work from home)</u>	Common condition	Common clause to be incorporated into agreements
22		<u>Employees with caring responsibilities claims</u>	Maintain condition, if any – cannot be supported in this round of bargaining	Any further bargaining would not be consistent with the Policy

Item	Topic	Outcome	Statement
23	<u>Range of locations for work claims</u>	Maintain condition, if any – cannot be supported in this round of bargaining	Any further bargaining would not be consistent with the Policy
70	<u>Part-time work (no unilateral conversion)</u>	Common condition	Common clause to be incorporated into agreements
46	<u>Christmas closedown</u>	Referred to agency-level bargaining	May bargain in agency-level bargaining within parameters
47	<u>Public holidays</u>	Common condition	Common clause to be incorporated into agreements

Section 6 - Leave

Item	Topic	Outcome	Statement
9	<u>Annual leave (all aspects other than excess leave and cash out of annual leave)</u>	Common condition	Clause to be consistent with common principles
9	<u>Annual leave (excess leave)</u>	Referred to agency-level bargaining	May bargain in agency-level bargaining within parameters
9	<u>Annual leave (cash out of annual leave)</u>	Referred to agency-level bargaining	May bargain in agency-level bargaining within parameters
9	<u>Purchased leave</u>	Referred to agency-level bargaining	May bargain in agency-level bargaining without parameters
26	<u>Personal/carer's leave</u>	Common condition	Clause to be consistent with common principles
11	<u>Portability of leave</u>	Common condition	Common clause to be incorporated into agreements
28	<u>Leave without pay (period of leave without pay that counts as service)</u>	Referred to agency-level bargaining	May bargain in agency-level bargaining without parameters
28	<u>Leave without pay (all aspects other than the period of leave that counts as service)</u>	Maintain condition, if any – quarantined for future bargaining round	Any further bargaining would not be consistent with the Policy

Item		Topic	Outcome	Statement
63		<u>Re-crediting of leave</u>	Common condition	Common clause to be incorporated into agreements
10		<u>Long service leave</u>	Common condition	Common clause to be incorporated into agreements
45		<u>Miscellaneous leave</u>	Referred to agency-level bargaining	May bargain in agency-level bargaining within parameters
37		<u>Cultural, ceremonial and NAIDOC leave</u>	Common condition	Common clause to be incorporated into agreements
42		<u>Parental leave</u>	Common condition	Common clause to be incorporated into agreements
16		<u>Compassionate and bereavement leave</u>	Common condition	Common clause to be incorporated into agreements
32		<u>Sabbatical leave</u>	Referred to agency-level bargaining	Condition may be bargained in agency-level bargaining without parameters
15		<u>Emergency response leave</u>	Common condition	Common clause to be incorporated into agreements
18		<u>Jury duty</u>	Common condition	Common clause to be incorporated into agreements
85		<u>Volunteer leave claims</u>	Maintain condition, if any – cannot be supported in this round of bargaining	Any further bargaining would not be consistent with the Policy
24		<u>Defence reservist leave</u>	Common condition	Common clause to be incorporated into agreements
25		<u>Defence service sick leave</u>	Common condition	Common clause to be incorporated into agreements
17		<u>Gender affirmation leave claims</u>	Maintain condition, if any – cannot be supported in this round of bargaining	Any further bargaining would not be consistent with the Policy

Item	Topic	Outcome	Statement
19	<u>Pandemic leave claims</u>	Maintain condition, if any – cannot be supported in this round of bargaining	Any further bargaining would not be consistent with the Policy
93	<u>Menstrual and menopause support and leave claims</u>	Maintain condition, if any – cannot be supported in this round of bargaining	Any further bargaining would not be consistent with the Policy
6	<u>Disability leave claims</u>	Maintain condition, if any – cannot be supported in this round of bargaining	Any further bargaining would not be consistent with the Policy
86	<u>Leave to attend proceedings (witness leave)</u>	Common condition	Common clause to be incorporated into agreements

Section 7 - Employee support and workplace culture

Item	Topic	Outcome	Statement
2a	<u>Blood donation</u>	Common condition	Common clause to be incorporated into agreements
2b	<u>Vaccinations</u>	Common condition	Common clause to be incorporated into agreements
3	<u>Employee Assistance Programs</u>	Common condition	Common clause to be incorporated into agreements
4	<u>Safe workplaces claims</u>	Maintain condition, if any – cannot be supported in this round of bargaining	Any further bargaining would not be consistent with the Policy
5	<u>Respect at work</u>	Common condition	Common clause to be incorporated into agreements
44	<u>Family and domestic violence support</u>	Common condition	Common clause to be incorporated into agreements
8 91	<u>Integrity and transparency (including scientific integrity)</u>	Common condition	Common clause to be incorporated into agreements

Item	Topic	Outcome	Statement
36	<u>First Nations employment (cultural competency training)</u>	Common condition	Common clause to be incorporated into agreements
59	<u>Gender equality claims</u>	Maintain condition, if any – cannot be supported in this round of bargaining	Any further bargaining would not be consistent with the Policy
60	<u>Diversity claims</u>	Maintain condition, if any – cannot be supported in this round of bargaining	Any further bargaining would not be consistent with the Policy
43	<u>Lactation and breastfeeding support</u>	Common condition	Common clause to be incorporated into agreements
84	<u>Disaster support</u>	Common condition	Common clause to be incorporated into agreements

Section 8 - Performance and development

Item	Topic	Outcome	Statement
27	<u>Performance management</u>	Referred to agency-level bargaining	May bargain in agency-level bargaining without parameters
90	<u>Reward and recognition claims</u>	Maintain condition, if any – cannot be supported in this round of bargaining	Any further bargaining would not be consistent with the Policy
68	<u>Key Performance Indicators (KPIs)</u>	Referred to agency-level bargaining	May bargain in agency-level bargaining without parameters
68	<u>Workloads</u>	Common condition	Common clause to be incorporated into agreements
30	<u>Study assistance</u>	Referred to agency-level bargaining	May bargain in agency-level bargaining without parameters
31	<u>Learning and development</u>	Referred to agency-level bargaining	May bargain in agency-level bargaining without parameters

Item	Topic	Outcome	Statement
35	<u>Professional qualifications</u>	Referred to agency-level bargaining	May bargain in agency-level bargaining within parameters.

Section 9 - Travel and location-based conditions

Item	Topic	Outcome	Statement
29	<u>Travel, other than travel allowances</u>	Referred to agency-level bargaining	May bargain in agency-level bargaining without parameters
58	<u>Relocation assistance</u>	Common condition	Common clause to be incorporated into agreements
56	<u>Remote localities</u>	Referred to agency-level bargaining	May bargain in agency-level bargaining within parameters
57	<u>Regional jobs claims</u>	Maintain condition, if any – cannot be supported in this round of bargaining	Any further bargaining would not be consistent with the Policy

Section 10 - Consultation, representation and dispute resolution

Item	Topic	Outcome	Statement
12 13	<u>Consultation and consultative committees</u>	Common condition	Common clause to be incorporated into agreements
14	<u>Dispute resolution</u>	Common condition	Common clause to be incorporated into agreements
78	<u>Delegates' rights</u>	Common condition	Common clause to be incorporated into agreements
94	<u>Employee representational rights</u>	Referred to agency-level bargaining	May bargain in agency-level bargaining within parameters

Section 11 - Separation and retention

Item	Topic	Outcome	Statement
50	<u>Resignation (separation)</u>	Common condition	Common clause to be incorporated into agreements
49	<u>Redeployment, retraining, redundancy</u>	Maintain condition, if any - quarantined for future bargaining around	Any further bargaining would not be consistent with the Policy

Section 12 - Other APS-wide matters

Item	Topic	Outcome	Statement
77	<u>Capability and labour market shortages claims</u>	Maintain condition, if any – cannot be supported in this round of bargaining	Any further bargaining would not be consistent with the Policy
88	<u>Recruitment and mobility</u>	Referred to agency-level bargaining	May bargain in agency-level bargaining without parameters
89	<u>Climate change claims</u>	Maintain condition, if any – cannot be supported in this round of bargaining	Any further bargaining would not be consistent with the Policy

General principles

Common conditions

Agencies are to incorporate the common clause in its entirety in their agreements. Agencies may make drafting changes to the common clause:

- to reflect their organisation's naming conventions (e.g. "department", "Secretary" or "CEO");
- to reflect more beneficial conditions, where the Statement says that these will or may be retained;
- to update clause references, including cross references; and
- include acronyms, where the phrase is stated in full in the first instance.

Agencies seeking to make drafting changes beyond this are to consult with the APSC.

Agency-level bargaining – permitted policy matters

There is a benefit to including substantive employee entitlements in the enterprise agreement, where they are visible and readily accessible to current employees and managers, and can form part of the agency's transparent employee value proposition. Agencies in agency-level bargaining may negotiate to include in their enterprise agreement existing substantive employee entitlements (excluding procedural matters) previously in an enterprise agreement and currently located in policy. In these circumstances the agency does not require the prior approval of the APSC.

The APSC may provide further guidance to support the application of this principle.

Drafting

Agencies are to use gender-inclusive language.

Section 1 - Technical matters

- Parties to the agreement
- Operation of the agreement
- Delegations
- National Employment Standards (NES) precedence
- Closed comprehensive agreement
- No extra claims
- Individual flexibility arrangements (IFAs)
- Definitions (including usual location of work)
- Machinery of Government (MOG) changes

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Parties to the agreement

Statement

1. Agencies are to incorporate in their agreements the below clause on parties covered by the agreement.
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.
3. In addition to excluding SES employees and equivalent, agencies may exclude other agency-specific cohorts where relevant and where the scope of agreement was specified in the agency's Notice of Employee Representational Rights.
4. Dual staffing agencies may include coverage for employees employed under other employment legislation, subject to them being employees employed at classifications equivalent to APS and EL classification level employees.

Existing conditions

5. Agencies are not to retain existing clauses on parties to their agreement.

Agency-level bargaining

6. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Parties to the agreement

1. This agreement covers:
 - 1.1. the <Agency Head>, for and on behalf of the Commonwealth of Australia as the employer;
 - 1.2. all employees in the <agency> employed under the PS Act other than:
 - 1.2.1. Senior Executive Service employees or equivalent;
 - 1.2.2. <other agency-specific cohorts not covered by the agreement, where relevant and according to the scope specified in the Notice of Employee Representational Rights>; and
 - 1.3. subject to notice being given in accordance with section 183 of the FW Act, and the following employee organisation/s which was a bargaining representative for this agreement:
 - 1.3.1. <union/s, where relevant>.

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Operation of the agreement (duration of the agreement)

Statement

1. Agencies are to incorporate in their agreements the below clause on the operation of the agreement.
2. The agreement will commence operation seven days after approval by the Fair Work Commission.
3. The nominal expiry date is to be 28 February 2027, regardless of when an agency's agreement commences. The agreement does not end on the nominal expiry date and will continue to operate after that date, until such time the Fair Work Commission replaces or terminates the agreement.

Existing conditions

4. Agencies are not to retain existing clauses on the operation of the agreement.

Agency-level bargaining

5. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Operation of the agreement

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

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Definitions (including usual location of work)

Statement

1. Agencies are to incorporate in their agreements the below clause on definitions.
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.
3. In respect of the definition of “APS agency”, there may be bodies that are parts of APS agencies and not a separate “agency” as defined in section 7 of the PS Act. These are bodies with employees employed under the PS Act which operate with some degree of independence. For the purposes of the enterprise agreement, an APS agency includes these bodies (e.g. Australian Office of Financial Management, Commonwealth Grants Commission, Geoscience Australia, IP Australia and Royal Australian Mint).
4. In respect of the usual location of work, agencies are to include a clause or definition on an employee’s standard, normal or usual location of work including how this is determined. The APSC will issue further guidance to assist in constructing a position.

Existing conditions

5. Agencies are not to retain existing definitions, other than the definition of family, covered by the below clause. Agencies who have an existing broader definition of family may retain that broader definition.
6. Agencies may include definitions not covered by the below clause, including definitions specific to agency-level matters.

Agency-level bargaining

7. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Definitions

1. 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 means the <Agency Head title> of <Agency name> or the <Agency Head title>'s delegate.

Agreement means the <name of agency enterprise agreement>.

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 <Agency Head> 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.

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

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

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

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

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

Family means:

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

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

Full time employee means an employee employed to work an average of <37 hours and 30 minutes per week or the agency's retained standard full-time hours > in accordance with this agreement.

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

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 for a specified term or for the duration of a specified task in accordance with section 22(2)(b) of the PS Act, consistent with the FW Act.

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

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

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

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

Partner means a spouse or de facto partner.

Part-time employee means an employee employed to work less than an average of <37 hours and 30 minutes per week or the agency's retained standard full time hours> 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.

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.

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Delegations

Statement

1. Agencies are to incorporate in their agreements the below clause on delegations.
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.

Existing conditions

3. Agencies are not to retain existing clauses on delegations.

Agency-level bargaining

4. Agencies may include more detailed or facilitative clauses on delegations appropriate to the agency's operational needs.

Common clause to be incorporated into agreements

Delegations

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

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

National Employment Standards (NES) precedence

Statement

1. Agencies are to incorporate in their agreements the below National Employment Standards (NES) precedence clause.
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.

Existing conditions

3. Agencies are not to retain existing NES precedence clauses.

Agency-level bargaining

4. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

NES precedence

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

**Common
condition**

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Closed comprehensive agreement (relationship to policies and guidelines)

Statement

1. Agencies are to incorporate in their agreements the below clause on a closed comprehensive agreement.

Existing conditions

2. Agencies are not to retain existing clauses on a closed comprehensive agreement.

Agency-level bargaining

3. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Closed comprehensive agreement

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

Common
condition

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

No extra claims

Statement

- 1. The claim for no extra claims was withdrawn during bargaining.

Existing conditions

- 2. Not applicable.

Agency-level bargaining

- 3. Not applicable.

Common clause to be incorporated into agreements

No common clause

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Individual flexibility arrangements (IFAs)

Statement

1. Agencies are to incorporate in their agreements the below clause on individual flexibility arrangements (IFAs).
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.
3. Clauses must be consistent with sections 202 to 204 of the *Fair Work Act 2009* (FW Act).
4. Claims relating to IFA reporting that go beyond data already provided in the annual APS Remuneration Report cannot be supported in this round of bargaining.

Existing conditions

5. Agencies are not to retain existing clauses on IFAs.

Agency-level bargaining

6. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Individual flexibility arrangements

1. The <agency> and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - 1.1 the agreement deals with one or more of the following matters:
 - 1.1.1 arrangements about when work is performed;
 - 1.1.2 overtime rates;
 - 1.1.3 penalty rates;
 - 1.1.4 allowances;
 - 1.1.5 remuneration;
 - 1.1.6 leave and leave loading; and
 - 1.2 the arrangement meets the genuine needs of the <agency> and employee in relation to one or more of the matters mentioned in clause 1.1; and

- 1.3 the arrangement is genuinely agreed to by the <agency> and employee.
2. The <agency> must ensure the terms of the individual flexibility arrangement:
 - 2.1 are about permitted matters under section 172 of the FW Act;
 - 2.2 are not unlawful terms under section 194 of the FW Act; and
 - 2.3 result in the employee being better off overall than the employee would be if no arrangement was made.
3. The <agency> must ensure that the individual flexibility arrangement:
 - 3.1 is in writing;
 - 3.2 includes the name of the <agency> and employee;
 - 3.3 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
 - 3.4 includes details of:
 - 3.4.1 the terms of the enterprise agreement that will be varied by the arrangement;
 - 3.4.2 how the arrangement will vary the effect of the terms;
 - 3.4.3 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
 - 3.5 states the day on which the arrangement commences.
4. The <agency> must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
5. The <agency> or employee may terminate the individual flexibility arrangement:
 - 5.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 5.2 if the <agency> and employee agree in writing – at any time.
6. The <agency> and employee are to review the individual flexibility arrangement at least every 12 months.

Common
condition

**Maintain
condition, if
any**

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Machinery of Government (MOG) changes

Statement

1. Claims on Machinery of Government (MOG) changes as listed in the log of claims cannot be supported in this round of bargaining.

Existing conditions

2. Agencies are to retain any existing enterprise agreement clause on MOG changes.

Agency-level bargaining

3. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18. This includes clauses governing how agencies implement MOG changes and preservation of pre-MOG conditions.

Common clause to be incorporated into agreements

No common clause

Section 2 - Remuneration

- Commonwealth pay increase
- Commonwealth pay fragmentation mechanism
- Payment of salary
- Salary setting (including salary on promotion and commencement)
- Incremental advancement (fixed percentage and date of advancement)
- Incremental advancement (all aspects other than fixed percentage and date of advancement)
- Superannuation
- Overpayments
- Supported wage system
- Junior rates of pay
- Specialists

Common
condition

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Commonwealth pay increase (Commonwealth pay offer)

Statement

1. Agencies are to incorporate in their agreements the below clause and an attachment setting out salary rates applicable under this agreement.
2. The attachment to the agreement will set out base salary rates:
 - 2.1 as at 31 August 2023 (**transitional date**);
 - 2.2 from the later of commencement or 14 March 2024 (**year 1**);
 - 2.3 from 13 March 2025 (**year 2**); and
 - 2.4 from 12 March 2026 (**year 3**).
3. The transitional date reflects the transitional arrangements adopted to implement a common pay increase date across the APS.
4. The pay increase dates for year 2 and year 3 have been aligned to pay periods for reasons of payroll efficiency.
5. The base salary rates in the attachment to the agreement will reflect the following pay increases:
 - 5.1 **4.0 per cent** in year 1;
 - 5.2 **3.8 per cent** in year 2; and
 - 5.3 **3.4 per cent** in year 3.
6. The year 1 pay increase, and any applicable pay fragmentation uplifts, will apply from the later of commencement of the agreement or 14 March 2024. All enterprise agreements are required to reflect this drafting.
7. Where agencies have commenced an access period leading to a successful ballot by 14 March 2024, they will make a supplementary determination under section 24(1) of the *Public Service Act 1999* (determination) to provide an additional one-off payment and give effect to the 14 March 2024 date prior to the commencement of the agreement.
8. The supplementary determination will be made using a template provided by the APSC and will provide for two things:
 - 8.1 a one-off payment of 0.92 per cent of salary from the next practicable pay date, and
 - 8.2 the year 1 pay increase, inclusive of pay fragmentation uplifts, from 14 March 2024.

9. The supplementary determination will provide the year 1 pay increase in the circumstance that the agreement has been voted up but has not commenced prior to 14 March 2024. No other allowances or enhanced conditions will be provided by the determination prior to the commencement of the agreement.
10. The supplementary determination is a transitional instrument, and will automatically revoke upon commencement of the agreement.
11. The table below outlines the intended operation of these provisions in different scenarios.

	Scenario	Pay increase	One-off payment	Allowances	Conditions
1	Agency commences access period prior to 14 March 2024, and agreement commences prior to 14 March 2024.	Paid via the enterprise agreement from 14 March 2024.	Paid via supplementary determination after agreement voted up.	Always provided from the commencement of the enterprise agreement.	Always provided from the commencement of the enterprise agreement.
2	Agency commences access period prior to 14 March 2024, and agreement commences after 14 March 2024.	Paid via the supplementary determination from 14 March 2024 , until the agreement commences.			
3	Agency does not commence an access period leading to a successful ballot before 14 March 2024.	Paid via the enterprise agreement from commencement.	Not applicable.		

12. In rare circumstances agencies may have provided headline base salary increases to employees after the transitional date of 31 August 2023. This includes circumstances in which an increase was provided under an existing in-term enterprise agreement or a determination made under section 24(1) of the *Public Service Act 1999*, where the instrument was made prior to 31 August 2023.
13. Agencies covered by the circumstances of clause 12 will, in effect, receive a “top-up” increase to provide the benefit of the full year 1 pay increase, calculated on salary rates at the transitional date.

Existing conditions

14. Agencies who have in-term enterprise agreements or s24(1) determinations which provide for a pay increase are to retain those increases if the date of those increases is before the commencement of a new enterprise agreement.

Agency-level bargaining

15. Any further bargaining in agency-level bargaining would not be consistent with the Policy.

Common clause to be incorporated into agreements

Salary increase

1. Salary rates will be as set out in <Attachment A – Base salaries> to this agreement.
2. The base salary rates in <Attachment A – Base salaries> include the following increases:
 - 2.1 4.0 per cent from the first full pay period on or after 1 March 2024 (the 14 March 2024);
 - 2.2 3.8 per cent from the first full pay period on or after 1 March 2025 (the 13 March 2025); and
 - 2.3 3.4 per cent from the first full pay period on or after 1 March 2026 (the 12 March 2026).
3. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the payments in <Attachment A – Base salaries> were calculated based on base salary rates as at 31 August 2023.

Attachment – Base salaries

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Classification	Salary levels	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Commonwealth pay fragmentation mechanism

Statement

1. Agencies must ensure their salary ranges for each classification meet or exceed the salary thresholds outlined in the Commonwealth's pay fragmentation mechanism.
2. Agencies are to ensure that all salary rates are rounded to the nearest dollar each year.
3. The APSC may provide further guidance to support agencies to implement the pay fragmentation mechanism.

Existing conditions

4. Agencies with salary ranges below the salary thresholds outlined in the Commonwealth's pay fragmentation mechanism are not to retain existing salary ranges.

Agency-level bargaining

5. Any further bargaining would not be consistent with the Policy.

Salary thresholds for the pay fragmentation mechanism

1. The applicable salary thresholds under the pay fragmentation mechanism are below.

Classification	Pay Point	Year 1		Year 2		Year 3	
		Fragmentation	Increase	Fragmentation	Increase	Fragmentation	Increase
		Variable	4.0 per cent	1.0 per cent	3.8 per cent	2.0 per cent	3.4 per cent
APS1	Min	50,000	52,000	52,520	54,516	55,606	57,497
	Max	53,000	55,120	55,671	57,787	58,942	60,946
APS2	Min	54,590	56,774	57,341	59,520	60,711	62,775
	Max	59,503	61,883	62,502	64,877	66,175	68,425
APS3	Min	61,288	63,740	64,377	66,823	68,160	70,477
	Max	66,804	69,476	70,171	72,837	74,294	76,820
APS4	Min	68,808	71,560	72,276	75,022	76,523	79,125
	Max	75,001	78,001	78,781	81,775	83,410	86,246
APS5	Min	77,251	80,341	81,144	84,228	85,912	88,834
	Max	84,204	87,572	88,448	91,809	93,645	96,829
APS6	Min	86,730	90,199	91,101	94,563	96,454	99,734
	Max	97,137	101,022	102,033	105,910	108,028	111,701
EL1	Min	105,880	110,115	111,216	115,443	117,751	121,755
	Max	115,409	120,025	121,226	125,832	128,349	132,713
EL2	Min	122,333	127,226	128,499	133,382	136,049	140,675
	Max	133,343	138,677	140,063	145,386	148,294	153,336

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Payment of salary

Statement

1. Agencies are to incorporate in their agreements the below clause on the payment of salary.
2. The fortnightly pay formula is established in the *Australian Public Service Enterprise Award 2015* (APS Award) in connection with setting minimum salaries for APS employees. It has also been in use by the Commonwealth for over 100 years. To amend the formula or vary the pay frequency at this stage would involve significant cost and administrative burden, and could create uncertainty in demonstrating compliance with minimum salary obligations. As such, claims on amending the formula, varying the pay frequency or changing the characterisation of the formula as “deductions” as reflected in the log of claims cannot be supported in this round of bargaining.

Existing conditions

3. Agencies are to retain more beneficial clauses and may retain facilitative clauses on the payment of salary.

Agency-level bargaining

4. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Payment of salary

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

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

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.

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Salary setting (including salary on promotion and commencement)

Statement

1. Agencies are to incorporate in their agreements the below clause on salary setting, including salary on promotion and commencement.
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.
3. Agencies with broadbands may include clauses for the Agency Head to have the discretion to determine the payment of salary on the employee's advancement through a broadband, consistent with this clause.
4. Agencies may include facilitative clauses appropriate for their operational requirements (e.g. retaining separate clauses on salary on engagement, promotion and movement, as well as salary on reduction in classification).

Existing conditions

5. Agencies are to retain more beneficial conditions related to salary setting, including salary on promotion and commencement.

Agency-level bargaining

6. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Salary setting

1. Where an employee is engaged, moves to or is promoted in the <agency>, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the <Agency Head> determines a higher salary within the relevant salary range under these salary setting clauses.
2. The <Agency Head> may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
3. In determining a salary under these salary setting clauses, the <Agency Head> will have regard to relevant factors including the employee's experience, qualifications and skills.
4. Where an employee commences ongoing employment in the <agency> immediately following a period of non-ongoing employment in the <agency> for a specified term or task, the <Agency Head> will determine the payment of the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the <agency> .

5. Where an employee commences ongoing employment in the <agency> immediately following a period of casual employment in the <agency>, the <Agency Head> will determine the payment of salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the <agency>.
6. Where an APS employee moves to the <agency> at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the <Agency Head> will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
7. Where the <Agency Head> determines that an employee's salary has been incorrectly set, the <Agency Head> may determine the correct salary and the date of effect.

Common
condition

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Incremental advancement (fixed percentage and date of advancement)

Statement

- 1. The fixed percentage and date of advancement of incremental advancement is referred to agency-level bargaining within parameters.
- 2. The APSC will issue further guidance on these parameters and to support the implementation of the Statement.

Existing conditions

- 3. Agencies may retain existing fixed percentages and dates of incremental advancement, subject to the discretion available to the Agency Head under the salary setting clause.

Agency-level bargaining

- 4. Agencies may bargain the fixed percentage and date of advancement within parameters.

Common clause to be incorporated into agreements

No common clause

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Incremental advancement (all aspects other than fixed percentage and date of advancement)

Statement

1. Agencies are to incorporate in their agreements clauses that are consistent with the below principles on incremental advancement (or known as salary advancement), other than the fixed percentage and date of incremental advancement. This includes eligibility for incremental advancement and progression while on higher duties or on leave.
2. Increments can also be known as pay points.

Existing conditions

3. Agencies are to retain more beneficial entitlements related to all aspects of incremental advancement, noting that agencies may retain existing fixed percentages and dates of advancement.

Agency-level bargaining

4. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common principles

Incremental advancement principles

1. Consistent eligibility rules for salary progression will include:
 - 1.1 a satisfactory performance rating during the employee's most recent performance review; and
 - 1.2 6 months of aggregate eligible service in the agency at or above the relevant classification level during the most recent annual performance management cycle. If an employee has less than 6 months of aggregate eligible service, the Agency Head may exercise their discretion to determine a higher salary under the salary setting clause in the agency's agreement.
2. Eligible service for salary progression will include:
 - 2.1 periods of paid leave and unpaid parental leave;
 - 2.2 periods of unpaid leave that count as service; and
 - 2.3 service while employed on a non-ongoing basis.
3. 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.

4. Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.
5. Casual employees will not usually be eligible for incremental advancement.
6. Agencies with more generous conditions will maintain them.

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Superannuation

Statement

1. Agencies are to incorporate in their agreements the below clause on superannuation.
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.
3. Where it is indicated that one option is to be chosen from a list of options, only that option is to be included in the text of the clause.

Existing conditions

4. Agencies are not to retain existing clauses on superannuation, with the exception of those clauses relating to payment of superannuation contributions on periods of unpaid parental leave, or existing clauses providing for superannuation to be calculated on a higher salary rate.

Agency-level bargaining

5. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Superannuation

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

Method for calculating superannuation salary

<Insert one of the options below>

Option A: For agencies using FCS

4. 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.
5. Employer contributions will be made for all employees covered by this agreement.
6. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

Option B: For agencies using OTE

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

Option C: For agencies using both FCS and OTE

2. 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 Ordinary Time Earnings (OTE) for employees in other accumulation funds.
3. Employer contributions will be made for all employees covered by this agreement.
4. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

Payment during unpaid parental leave

<Insert one of the options below>

Option A: For agencies using FCS

5. 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.
6. 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.

Option B: For agencies using OTE – and already contributing during unpaid parental leave

5. Employer contributions will be paid on periods of unpaid parental leave at the employee's nominal base salary for periods of leave up to a maximum of 52 weeks.
6. 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.

Option C: For agencies using OTE without payment during unpaid parental leave

No clause.

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Overpayments

Statement

1. Agencies are to incorporate in their agreements the below clause on overpayments.
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.

Existing conditions

3. Agencies will retain more beneficial conditions related to overpayments.

Agency-level bargaining

4. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Overpayments

1. An overpayment occurs if the **<Agency Head>** (or the **<agency>**) provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
2. Where the **<Agency Head>** considers that an overpayment has occurred, the **<Agency Head>** will provide the employee with notice in writing. The notice will provide details of the overpayment.
3. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the **<Agency Head>** in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
4. If after considering the employee's response (if any), the Agency Head confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.
5. The **<Agency Head>** and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
6. The **<agency>** and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
7. Interest will not be charged on overpayments.

8. Nothing in clauses 1 to 7 prevents:
- 8.1 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*;
 - 8.2 the <agency> from pursuing recovery of the debt through other available legal avenues; or
 - 8.3 the employee or the <agency> from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Supported wage system

Statement

1. Agencies with existing conditions on supported wage system and who wish to retain those conditions are to incorporate in their agreements the below clauses. Agencies may incorporate the specific conditions as an attachment or schedule to the agreement, or in the body of the agreement, as appropriate for their agency.
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.

Existing conditions

3. Agencies are not to retain existing different clauses on the supported wage system.

Agency-level bargaining

4. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Supported wage system

1. An employee can get a percentage of the relevant pay rate in line with their assessed capacity to do the work if they:
 - 1.1 have a disability;
 - 1.2 meet the criteria for a Disability Support Pension; and
 - 1.3 are unable to perform duties to the capacity required.
2. Specific conditions relating to the supported wage system are detailed in <Attachment X>.

Attachment X – Supported Wage System

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

Definitions

2. In this schedule:

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

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

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

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

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

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

Eligibility criteria

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

Supported wage rates

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

Table 1 Applicable percentage of relevant minimum wage paid to applicable employees

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

80 per cent	80 per cent
90 per cent	90 per cent

6. Provided that the minimum amount payable to an employee to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.

7. Where an employee's assessed capacity is 10 per cent, they must receive a high degree of assistance and support.

Assessment of capacity

8. For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.

9. Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

Lodgement of SWS wage assessment agreement

10. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

11. All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

Review of assessment

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

Other terms and conditions of employment

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

Workplace adjustment

14. An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties,

working time arrangements and work organisation in consultation with other workers in the area.

Trial period

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

Common
condition

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Junior rates of pay

Statement

- 1. Agencies are to remove any conditions on junior rates of pay from their agreements.

Existing conditions

- 2. Agencies are not to retain any existing conditions on junior rates of pay.

Agency-level bargaining

- 3. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

No common clause

Common
condition

**Maintain
condition, if
any**

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Specialists

Statement

1. Specialists' claims as listed in the log of claims cannot be supported in this round of bargaining. This includes claims on changes to, or additional specialist pay structures and non-expense related allowances or payments not covered elsewhere in this document.

Existing conditions

2. Agencies are to retain existing conditions related to specialists.

Agency-level bargaining

3. Any further bargaining on these claims would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18. This does not preclude agencies from bargaining clauses relevant to agency-specific operational requirements consistent with clause 44 of the Policy and subject to clause 45 of the Policy.

Common clause to be incorporated into agreements

No common clause

Section 3 – Allowances and reimbursements

- Higher duties allowance
- Allowances (including travel allowance, but excluding higher duties allowance, workplace responsibility allowances and community language allowance)
- Workplace responsibility allowances
- Community language allowances

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Higher duties allowance

Statement

1. Agencies are to incorporate in their agreements the below clause on higher duties allowance.
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.
3. Where a role is vacant for 2 or more working weeks, higher duties allowances will be payable to any temporary occupants of the role.
4. This includes partial acting duties, job sharing and part-time acting duties undertaken by any employee within 2 or more working weeks.
5. The Agency Head has the discretion to shorten the qualifying period on a case-by-case basis.
6. Employees will be eligible for salary advancement at both their acting and substantive level if other eligibility requirements have been met.
7. Employees on higher duties will be paid at the minimum of the salary range for their acting classification, unless they have been eligible for salary progression at their acting level or otherwise determined by the Agency Head.

Existing conditions

8. Agencies with shorter qualifying periods and other more beneficial conditions are to maintain those existing provisions.

Agency-level bargaining

9. Agencies may bargain the payment of higher duties allowance on periods of leave in agency-level bargaining.
10. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Higher duties allowance

1. 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.
2. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the <Agency Head>.

3. 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.
4. Where an employee is assigned only part of the higher duties, the <Agency Head> will determine the amount of allowance payable.
5. 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.
6. The <Agency Head> may shorten the qualifying period for higher duties allowance on a case-by-case basis.

Common
condition

Maintain
condition, if
any

**Agency-level
bargaining
within
parameters**

Agency-level
bargaining
without
parameters

Allowances (including travel allowance, but excluding higher duties allowance, workplace responsibility allowances and community language allowance)

Statement

1. Allowances, other than workplace responsibility allowances, higher duties allowance and community language allowance, are referred to agency-level bargaining within parameters. This includes travel allowances.

Existing conditions

2. Agencies may retain existing allowances.

Agency-level bargaining

3. Agencies may bargain allowances, other than workplace responsibility allowances, higher duties allowance and community language allowance, within the following parameters:
 - 3.1 Salary-related allowances may be increased by the year 1 rate from commencement of the agreement and in line with salaries in year 2 and Year 3.
 - 3.2 Expense-related allowances may be increased in line with a relevant economic indicator.
 - 3.3 Allowances must address a specific operational requirement. Agencies are not to introduce new allowances which are a remuneration increase by another name (e.g. Healthy Lifestyle Allowance, Working in the Office Allowance, EL1 Professional Allowance).
 - 3.4 Existing agency allowances may be retained.

Common clause to be incorporated into agreements

No common clause

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Workplace responsibility allowances

Statement

1. Agencies are to incorporate in their agreements the below principles on workplace responsibility allowances.

Existing conditions

2. Agencies are to retain more beneficial conditions related to workplace responsibility allowances. This includes more beneficial quantum of allowances and other types of workplace responsibility arrangements such as training for these roles.

Agency-level bargaining

3. Any further bargaining on additional conditions related to workplace responsibility allowances would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18 and the following.
4. Agencies may bargain the position of a Chief Warden and/or deputy Health and Safety Representative and the allowance payable for those positions.
5. Agencies may bargain agency-specific positions and the allowance payable for those positions.

Common principles

Workplace responsibility allowances principles

1. A workplace responsibility allowance will be paid where an employee who is appointed by the agency or elected by eligible peers to one of the following roles:
 - 1.1 First Aid Officer;
 - 1.2 Health and Safety Representative;
 - 1.3 Emergency Warden;
 - 1.4 Harassment Contact Officer; and
 - 1.5 Mental Health First Aid Officer.
2. An employee is not to receive more than one workplace responsibility allowance unless approved by the Agency Head due to operational requirements.

3. The minimum rate will be:

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

4. As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the minimum rates in the table above
5. The full allowance is payable regardless of flexible work and part-time arrangements.
6. An employee's physical availability to undertake the role will be considered by agencies when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental First Aid Officers and Health and Safety Representatives depending on work group arrangements.
7. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), as varied from time to time provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Community language allowance

Statement

1. Agencies are to incorporate in their agreements the below clause on community language allowance.
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.

Existing conditions

3. Agencies with more beneficial community language allowance entitlements, including the rate of those allowances, are to retain those entitlements.

Agency-level bargaining

4. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Community language allowance

1. A community language allowance will be paid where the **<Agency Head>** determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the employee meets the required level of competency set by the **<Agency Head>**. Further information is included in policy.
2. 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 <Agency Head> , for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum

2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the <Agency Head>.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum
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3. The allowance is calculated annually and paid fortnightly.
4. The full allowance is payable regardless of flexible work and part-time arrangements.
5. The allowance is payable during periods of paid leave.
6. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

Section 4 - Classifications and broadbands

- Graduates
- Classifications and Work Level Standards

Common
condition

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Graduates

Statement

1. Graduates, including claims as listed in the log of claims, is referred to agency-level bargaining without parameters.
2. An APS-wide approach to graduate recruitment, classifications on commencement and completion of a graduate program, length of program, development activities and other aspects of a graduate program cannot be supported in this round of bargaining.

Existing conditions

3. Agencies may retain existing conditions on graduates.

Agency-level bargaining

4. No parameters apply.

Common clause to be incorporated into agreements
<i>No common clause</i>

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Classifications and Work Level Standards

Statement

1. Agencies are to incorporate in their agreements the below clause on work level standards (WLS).
2. Agencies may issue supplementary policy or guidance on the application of the APS WLS within the agency.

Existing conditions

3. Agencies may retain more detailed or codified clauses on WLS.

Agency-level bargaining

4. Any further bargaining would be inconsistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Work Level Standards

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

Section 5 - Working hours and arrangements

- Employment types
- Job security
- Labour hire
- Casual employment
- Non-ongoing employment
- Working hours (standard working hours)
- Working hours (standard span of hours)
- Working hours (all aspects other than standard working hours and standard span of hours)
- Working hours (4 day work week or trial)
- Flex for APS 1 – 6 classification levels or equivalent
- Executive Level Time Off in Lieu (EL TOIL)
- Overtime and restriction
- Shift work (including shift penalties)
- Flexible working arrangements (including work from home)
- Employees with caring responsibilities
- Range of locations of work
- Part-time work (no unilateral conversion)
- Christmas closedown
- Public holidays

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Employment types

Statement

1. Agencies are to incorporate in their agreements the below definitions related to employment types.
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.

Existing conditions

3. Agencies with more generous employment type definitions are to maintain these, and should consult with the APSC to ensure consistency with the common condition. This excludes shift-worker definitions, which may be bargained in agency-level bargaining.

Agency-level bargaining

4. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Employment types

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

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.

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.

Full-time employee is an employee whose ordinary hours <agency's standard working hours: 37 hours 30 minutes per week or the agency's retained standard full-time hours, which may include an average over a period defined by the agency> in accordance with this agreement.

Part-time employee means an employee whose ordinary hours are less than <agency's standard working hours: 37 hours 30 minutes per week or the agency's retained standard full-time hours, which may include an average over a period defined by the agency> in accordance with this agreement.

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Job security

Statement

1. Agencies are to incorporate in their agreements the below clause on job security.
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.

Existing conditions

3. Agencies with more generous job security provisions are to maintain these.

Agency-level bargaining

4. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Job security

Commitment to ongoing employment and rebuilding APS capacity

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

Reporting

2. 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

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

Common
condition

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Labour hire

Statement

- 1. Labour hire claims as listed in the log of claims cannot be supported in this round of bargaining.

Existing conditions

- 2. Agencies may retain existing conditions related to labour hire.

Agency-level bargaining

- 3. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18. This includes conditions governing the use of labour hire and contracting arrangements in an agency or the APS, consulting on proposals to use labour hire and contracting arrangements, reporting on those arrangements and, bans on the use of these arrangements.

Common clause to be incorporated into agreements

No common clause

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Casual employment

Statement

1. Agencies are to incorporate in their agreements the below clause on casual employment.
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.

Existing conditions

3. Agencies are to retain more beneficial conditions and may retain more detailed or facilitative clauses.

Agency-level bargaining

4. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Casual (irregular or intermittent) employment

1. A casual (irregular or intermittent) employee is defined in the definitions section.
2. A decision to expand the use of casual employees is subject to [clause reference to consultation section](#) of this agreement.
3. The [agency](#) will regularly review the working arrangements of casuals to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
4. 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.
5. 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.
6. 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.
7. A casual employee who is eligible for a workplace responsibility allowance will be paid the full amount.

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Non-ongoing employment

Statement

1. Agencies are to incorporate in their agreements the below clause on non-ongoing employment.
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.

Existing conditions

3. Agencies are to retain more beneficial conditions and may retain more detailed or facilitative clauses.

Agency-level bargaining

4. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.
5. Agencies should generally provide non-ongoing (specified term and specified task) employees entitlements consistent with those provided to ongoing employees. For the avoidance of doubt, this includes incremental advancement where other criteria for advancement are fulfilled.

Common clause to be incorporated into agreements

Non-ongoing employment

1. A non-ongoing employee is defined in the definitions section.
2. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
 - 2.1 personal/carer's leave accrual at <clause reference>;
 - 2.2 redundancy provisions at <clause reference>, subject to clause 3; and
 - 2.3 <other conditions to be specified by the agency>.
3. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at <clause reference> will apply.
4. If the redundancy provisions apply to an employee under clause 3, the agency must adhere to the consultation requirements at <clause reference to the consultation section and where applicable, the consultation provisions in the redundancy, redeployment and retraining section>.

Common
condition

Maintain
condition, if
any

**Agency-level
bargaining
within
parameters**

Agency-level
bargaining
without
parameters

Working hours (standard working hours)

Statement

1. Standard working hours is referred to agency-level bargaining within parameters.

Existing conditions

2. Agencies with standard working hours of 7 hours and 30 minutes each day (or equivalent over a week or settlement period, however described) or less may retain those standard working hours.

Agency-level bargaining

3. Agencies with standard working hours greater than 7 hours and 30 minutes each day (or equivalent over a week or settlement period, however described), may bargain to decrease their standard working hours to 7 hours and 30 minutes each day, or equivalent. Any further bargaining to any other standard would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.
4. Agencies with particular operational requirements may bargain a specialised hours of work for particular cohorts of employees, as per clause 44 of the Policy.

Common clause to be incorporated into agreements

No common clause

Common
condition

Maintain
condition, if
any

**Agency-level
bargaining
within
parameters**

Agency-level
bargaining
without
parameters

Working hours (standard span of hours)

Statement

1. The standard span of hours (or bandwidth) is referred to agency-level bargaining within parameters.

Existing conditions

2. Agencies may retain existing standard spans of hours.

Agency-level bargaining

3. Agencies may bargain to a standard span of hours of 7:00am to 7:00pm, Monday to Friday.
4. Agencies with particular operational requirements may bargain specialised span of hours for particular cohorts, as per clause 44 of the Policy.

Common clause to be incorporated into agreements

No common clause

Common
condition

**Maintain
condition, if
any**

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Working hours (all aspects other than standard working hours, standard span of hours)

Statement

1. All aspects of working hours, other than standard working hours, standard span of hours, are quarantined for a future bargaining round.
2. Claims on a 4 day work week or trial cannot be supported in this round of bargaining.

Existing conditions

3. Agencies are to retain existing conditions on working hours, subject to standard working hours and standard span of hours.

Agency-level bargaining

4. Any further bargaining on conditions related to working hours, other than standard working hours and standard span of hours, would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18. This does not apply to conditions bargained under clause 44(d) of the Policy.

Common clause to be incorporated into agreements

No common clause

Common
condition

**Maintain
condition, if
any**

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Working hours (4 day work week or trial)

Statement

1. The 4 day work week claim as listed in the log of claims cannot be supported in this round of bargaining.
2. Flexible working arrangements including a compressed working week continue to be available to employees.

Existing conditions

3. Not applicable.

Agency-level bargaining

4. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

No common clause

Common
condition

Maintain
condition, if
any

**Agency-level
bargaining
within
parameters**

Agency-level
bargaining
without
parameters

Flex for APS 1 – 6 classifications

Statement

1. Flex for APS 1 – 6 classifications or equivalent is referred to agency-level bargaining within parameters.
2. Flex or flex time is a flexible hours scheme that enables employees to alter their work day and adjust their start and finish times within a prescribed span of hours. The total working time required of employees on flex time schedules is the same as standard work schedules. However, the flex time schedule allows employees to coordinate their work hours to accommodate other priorities, such as school pick up, caring responsibilities, public transport schedules and appointments. Flex is usually provided on an hour for hour basis.

Existing conditions

3. Agencies are to retain existing conditions related to flex for APS 1 – 6 classifications.

Agency-level bargaining

4. Agencies may bargain substantive entitlements on flex for APS 1 – 6 classification levels which were previously in the agency's agreement and now in agency policy in agency-level bargaining. Any further bargaining on changing those entitlements that are currently in policy, entitlements that were not previously in an agreement or procedural matters, would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18. Agencies may make minor administrative changes to clarify the intended application of the clause.

Common clause to be incorporated into agreements

No common clause

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Executive Level Time Off in Lieu (EL TOIL)

Statement

1. Agencies are to incorporate in their agreements the below clause on EL TOIL.
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green. Agencies will develop policy parameters to assist managers and employees to provide TOIL consistent with the agreement and agency operational requirements.

Existing conditions

3. Agencies will retain (in an agreement or codified in policy) additional more codified or beneficial conditions related to EL TOIL.

Agency-level bargaining

4. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

EL TOIL

1. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
2. 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>**.
3. 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.
4. 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.
5. 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.
6. The pattern of hours is to be flexible enough to accommodate short-term peaks and troughs in workload, and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
7. 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.

Common
condition

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Overtime and restriction

Statement

1. Overtime (for employees at APS classification levels) and restriction (for all employees) is referred to agency-level bargaining without parameters.
2. This includes:
 - 2.1 eligibility for overtime and restriction;
 - 2.2 overtime rates;
 - 2.3 minimum overtime payments;
 - 2.4 restriction allowances; and
 - 2.5 emergency duty, which is where an employee is called back into work in the event of an emergency.
3. This does not include:
 - 3.1 overtime for employees at EL classification levels, which is addressed under EL TOIL; and
 - 3.2 meal allowances while on overtime, which is addressed under allowances.

Existing conditions

4. Agencies may retain existing conditions related to overtime and restriction.

Agency-level bargaining

5. Agencies may bargain conditions related to overtime and restriction without parameters.

Common clause to be incorporated into agreements

No common clause

Common
condition

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Shift work (including shift penalties)

Statement

1. Shift work including shift penalties are referred to agency-level bargaining without parameters.

Existing conditions

2. Agencies may retain existing conditions for shift workers.

Agency-level bargaining

3. Agencies may bargain conditions for shift workers without parameters. This includes annual leave for shift workers.
4. Agencies who do not currently have shift worker conditions may bargain to include these conditions in consultation with the APSC.

Common clause to be incorporated into agreements

No common clause

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Flexible working arrangements (including work from home)

Statement

1. Agencies are to incorporate in their agreements the below clause on flexible working arrangements.
2. This covers work from home claims.
3. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.

Existing conditions

4. Agencies are to retain more beneficial entitlements related to flexible working arrangements.

Agency-level bargaining

5. Agencies may bargain to include facilitative clauses. Any further bargaining beyond this would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Flexible working arrangements

1. The <agency>, employees and their union recognise:
 - 1.1 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;
 - 1.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
 - 1.3 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;
 - 1.4 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
 - 1.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
2. The <agency> is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the <agency> at all levels. This may include developing and implementing strategies through an <agency> consultative committee.

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

Requesting formal flexible working arrangements

4. The following provisions do not diminish an employee's entitlement under the NES.
5. An employee may make a request for a formal flexible working arrangement.
6. The request must:
 - 6.1 be in writing;
 - 6.2 set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - 6.3 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.
7. The <Agency Head> must provide a written response to a request within 21 days of receiving the request.
8. The response must:
 - 8.1 state that the <Agency Head> approves the request and provide the relevant detail in clause 9; or
 - 8.2 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
 - 8.3 state that the <Agency Head> refuses the request and include the following matters:
 - 8.3.1 details of the reasons for the refusal; and
 - 8.3.2 set out the <agency's> particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - 8.3.3 either:
 - 8.3.3.1 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
 - 8.3.3.2 state that there are no such changes; and
 - 8.3.4 state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement,

and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.

9. Where the <Agency Head> approves the request this will form an arrangement between the <agency> and the employee. Each arrangement must be in writing and set out:
 - 9.1 any security and work health and safety requirements;
 - 9.2 a review date (subject to clause 13); and
 - 9.3 the cost of establishment (if any).
10. The <Agency Head> may refuse to approve the request only if:
 - 10.1 the <agency> has discussed the request with the employee; and
 - 10.2 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
 - 10.3 the <agency> and the employee have not reached such an agreement; and
 - 10.4 the <agency> has had regard to the consequences of the refusal for the employee; and
 - 10.5 the refusal is on reasonable business grounds.
11. Reasonable business grounds include, but are not limited to:
 - 11.1 the new working arrangements requested would be too costly for the <agency>;
 - 11.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
 - 11.3 it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
 - 11.4 the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
 - 11.5 the new working arrangements requested would be likely to have a significant negative impact on customer service; and
 - 11.6 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.
12. For First Nations employees, the <agency> must consider connection to country and cultural obligations in responding to requests for altering the location of work.

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

Varying, pausing or terminating flexible working arrangements

14. An employee may request to vary an approved flexible working arrangement in accordance with clause 6. An employee may request to pause or terminate an approved flexible working arrangement.
15. The <Agency Head> may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 17.
16. The <agency> must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
17. Prior to the <Agency Head> varying, pausing or terminating the arrangement under clause 15, the <agency> must have:
 - 17.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
 - 17.2 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);
 - 17.3 had regard to the consequences of the variation, pause or termination for the employee;
 - 17.4 ensured the variation, pause or termination is on reasonable business grounds; and
 - 17.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 8.3.

Working from home

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

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

Ad-hoc arrangements

23. Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.
24. Employees should, where practicable, make the request in writing and provide as much notice as possible.
25. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 4 to 13.
26. The <agency> should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.
27. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the <agency> should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

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

Common
condition

**Maintain
condition, if
any**

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Employees with caring responsibilities

Statement

1. The employees with caring responsibilities claim as listed in the log of claims cannot be supported in this round of bargaining, subject to the below.
2. Employees with caring responsibilities continue to have the right to request a flexible working arrangement, as well as personal/carer's leave.
3. The conversion of full-time to part-time arrangements is dealt with under part-time work.

Existing conditions

4. Agencies may retain any entitlements for employees with caring responsibilities.

Agency-level bargaining

5. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18. This includes bargaining on automatic access to part-time and other flexible working arrangements for employees returning from parental leave, or employees with caring responsibilities for children under school age, dependants with a disability or a family member experiencing family and domestic violence.

Common clause to be incorporated into agreements

No common clause

Common
condition

**Maintain
condition, if
any**

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Range of locations of work

Statement

1. Location of work claims as listed in the log of claims cannot be supported in this round of bargaining. This is subject to the flexible working arrangements clause.

Existing conditions

2. Agencies may retain any existing conditions related to the range of location of work.

Agency-level bargaining

3. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18. This includes:
 - 3.1 the APS, agencies and unions establishing a process to examine opportunities for a more flexible approach to the location of work; and
 - 3.2 advertising roles as capable as being performed from a wider range of locations.

Common clause to be incorporated into agreements

No common clause

**Common
condition**

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Part-time work (no unilateral conversion)

Statement

1. Agencies are to incorporate in their agreements the below clause on part-time work (no unilateral conversion).
2. Other aspects of part-time work are addressed in flexible working arrangements and parental leave arrangements. An employee will have automatic access to part-time arrangements within their 24 month parental leave period.
3. The Commonwealth considers that other aspects of part-time employment have been addressed to the extent possible in the flexible working arrangements common condition.

Existing conditions

4. Agencies are to retain more beneficial conditions related to part-time work. This includes any part-time arrangements that apply during parental leave.

Agency-level bargaining

5. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.
6. Agencies may maintain or provide clarity about where benefits, including salary, are provided to part-time employees on a pro-rata basis. This must be consistent with the clauses in the Statement.

Common clause to be incorporated into agreements

Part-time work

1. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
2. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.

Common
condition

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Christmas closedown

Statement

1. Christmas closedown is referred to agency-level bargaining within parameters.
2. Christmas closedown is the period in which an agency closes or reduces their usual business activities, including Christmas Day and New Year's Day. It may also be known by other terms, such as Christmas shutdown. It may involve allowing employees to be absent from duty for some or all of this time without accessing accrued leave entitlements.

Existing conditions

3. Agencies may retain existing conditions related to Christmas closedown.

Agency-level bargaining

4. Christmas closedown entitlements may be bargained for the period between Christmas Day and New Year's Day inclusive.
5. Agencies who do not have Christmas closedown for the days over this period and also do not have leave in recognition thereof may negotiate these arrangements.
6. Where arrangements are in place, agencies will ensure negotiated arrangements are consistent with the ability to deliver required services over this period.
7. Existing entitlements, including the APS Holiday where it exists, will be retained.
8. Agencies may bargain naming changes or essential changes to operationalise the condition in their agency.
9. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

No common clause

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Public holidays

Statement

1. Agencies are to incorporate in their agreements the below clause on public holidays. This is intended to be a standard clause.
2. An additional separate clause will be provided on standard location of work and agreements to change this, including for public holiday purposes.
3. Agencies must not bargain additional days to those currently listed as public holidays.

Existing conditions

1. Agencies will retain current additional public holidays where they exist in an enterprise agreement including the APS holiday or additional holiday after Boxing Day (however described). Substantive changes should not be made to when such holidays are observed.
2. Agencies will retain additional facilitative powers for an Agency Head to declare a substitute public holiday.
3. Agencies will retain additional special payment arrangements for December 25 and substitute days.
4. More generous provisions are to be maintained and inserted into the clause.

Agency-level bargaining

5. Public holiday provisions for shift workers, including rostered days off, may be bargained at the agency-level.
6. For the avoidance of doubt, agencies can bargain specialised arrangements for operationally specific groups of employees under clause 44 of the Policy— for example, employees working in international locations or in specialised operational environments (including, for example, at sea).
7. Any further bargaining on public holidays would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Public holidays

1. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
 - 1.1 1 January (New Year's Day);
 - 1.2 26 January (Australia Day);
 - 1.3 Good Friday and the following Monday;

- 1.4 25 April (ANZAC Day);
 - 1.5 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);
 - 1.6 25 December (Christmas Day);
 - 1.7 26 December (Boxing Day); and
 - 1.8 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.
2. If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
3. The <Agency Head> and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
4. The <Agency Head> and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
5. Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
6. 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).
7. 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 1.1 to 1.8.
8. 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.

9. 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 <Agency Head> may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change 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.
10. <Agencies to include any shift-worker specific public holiday conditions, where these are different or additional>.

Section 6 - Leave

- Annual leave (all aspects other than excess leave and cash out of annual leave)
- Annual leave (excess leave)
- Annual leave (cash out of annual leave)
- Purchased leave
- Personal/carer's leave
- Portability of leave
- Leave without pay (period of leave without pay that counts as service)
- Leave without pay (all aspects other than the period that counts as service)
- Re-crediting of leave
- Long service leave
- Miscellaneous leave
- Cultural, ceremonial and NAIDOC leave
- Parental leave
- Compassionate and bereavement leave
- Sabbatical leave
- Emergency response leave
- Jury duty
- Volunteer leave
- Defence reservist leave
- Defence service sick leave
- Gender affirmation leave
- Pandemic leave
- Menstrual and menopause support and leave
- Disability leave
- Leave to attend proceedings (witness leave)

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Annual leave (all aspects other than excess leave and cash out of annual leave)

Statement

1. Agencies are to incorporate in their agreements clauses consistent with the below principles, other than clauses on cash out of annual leave and excess annual leave.
2. The APSC may provide example clauses on annual leave, consistent with the below principles.
3. Annual leave for shift workers and for remote localities are addressed in those conditions.

Existing conditions

4. Agencies will retain more beneficial entitlements related to annual leave.

Agency-level bargaining

5. Agencies may require system changes to give effect to the annual leave common condition. Where system changes are required, agencies may include transitional times to 1 January 2026 for changes to annual leave accrual.

Common principles

Annual leave principles

1. Employees (other than casual employees) are entitled to 4 weeks (20 days) paid annual leave per year of service, accruing daily, credited at least monthly. Annual leave for part-time employees accrues on a pro-rata basis.
2. Annual leave may be taken at half pay. However, unless approved by the Agency Head (or delegate), it may not be taken at half pay where the employee has an excess leave balance.
3. Excess leave will be managed in accordance with agency enterprise agreements and policy.
4. Where annual leave is cancelled or the employee is recalled to duty, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.
5. Employees will receive payment in lieu of any untaken annual leave upon separation from the APS.

Common
condition

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Annual leave (excess leave)

Statement

- 1. Excess annual leave is referred to agency-level bargaining within parameters.

Existing conditions

- 2. Agencies may retain existing conditions on excess annual leave.

Agency-level bargaining

- 3. Agencies without excess leave provisions may bargain to include these provisions, within parameters. Agencies may bargain to include excess leave as up to 2 years accrual (pro-rata for part time).

Common clause to be incorporated into agreements

No common clause

Common
condition

Maintain
condition, if
any

**Agency-level
bargaining
within
parameters**

Agency-level
bargaining
without
parameters

Annual leave (cash out of annual leave)

Statement

1. Cash out of annual leave is referred to agency-level bargaining within parameters.

Existing conditions

2. Agencies with existing cash out of annual leave conditions may retain those conditions.

Agency-level bargaining

3. Agencies without cash out of annual leave provisions may bargain to include those provisions, within parameters. Any new cash out provision must include a requirement that at least 2 weeks annual or long service leave have been taken in the preceding 12 months, in addition to the requirements of the NES.

Common clause to be incorporated into agreements

No common clause

Common
condition

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Purchased leave

Statement

- 1. Purchased leave is referred to agency-level bargaining without parameters.

Existing conditions

- 2. Agencies may retain existing conditions on purchased leave.

Agency-level bargaining

- 3. Agencies may bargain purchased leave without parameters.

Common clause to be incorporated into agreements

No common clause

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Personal/carer's leave

Statement

1. Agencies are to incorporate in their agreements clauses that are consistent with the below principles on personal/carer's leave.

Existing conditions

2. Agencies with more than 18 days paid leave per annum (pro-rata for part-time employees) will retain the more beneficial quantum of leave.
3. Agencies with more beneficial evidence requirements may retain those entitlements. Agreements should not contain more onerous and/or additional evidence requirements for personal/carer's leave, unless related to the retention of existing broader usage provisions.
4. Broader usage provisions will be retained, except for usage of leave that would be covered by paid parental leave entitlements, where this entitlement will be fully replaced by a greater entitlement to paid parental leave.
5. The APSC may provide additional clarification on current entitlements.

Agency-level bargaining

6. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common principles

Personal / carer's leave principles

Entitlement

1. 18 days paid leave per annum (pro-rata for part-time employees).
2. Leave at half pay may be approved by the <Agency Head>.

Accrual

3. For an ongoing employee, 18 days personal/carer's leave will be credited upon the employee's commencement with the APS. After 12 months, the employee's leave will accrue daily, credited at least monthly. This is to be implemented by agencies by 1 January 2026.
4. For a non-ongoing employee, the personal/carer's leave will be credited upon the employee's commencement with the agency. This will be 18 days leave pro-rated based on the employee's initial contract period, and is capped at 18 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue daily, credited at least monthly.

5. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.

Transitional arrangements

6. Where an agency does not currently provide for daily accrual of personal/carer's leave in subsequent years of employment, the agency may include transitional arrangements.
7. Where an employee:
- 7.1 has, or cares for someone with, a chronic condition or other ongoing illness;
 - 7.2 is recovering from surgery;
 - 7.3 is pregnant; or
 - 7.4 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 <Agency Head> will advance the employee's accrual up to the 12 month anniversary when their leave would otherwise be credited.

Usage

8. Personal/carer's leave to be used:
- 8.1 due to personal illness or injury;
 - 8.2 to attend appointments with a registered health practitioner;
 - 8.3 to manage a chronic condition; and/or
 - 8.4 to provide care or support for a family member (including a household member) or a person they have caring responsibilities for, because:
 - 8.4.1 of a personal illness or injury affecting the other person; or
 - 8.4.2 of an unexpected emergency affecting the other person.

Carers

9. A person that an employee has caring responsibilities for may include a person who needs care because they:
- 9.1 have a medical condition, including when they are in hospital;
 - 9.2 have a mental illness;
 - 9.3 have a disability;
 - 9.4 are frail or aged; and/or
 - 9.5 are a child, not limited to a child of the employee.

Evidence

10. Evidence may be requested after:
 - 10.1 more than 3 consecutive days; and
 - 10.2 more than 8 days without evidence in a calendar year.
11. Acceptable evidence includes:
 - 11.1 a certificate from a registered health practitioner;
 - 11.2 a statutory declaration; and
 - 11.3 another form of evidence approved by the Agency Head.
12. 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.

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Portability of leave

Statement

1. Agencies are to incorporate in their agreements the below clause on portability of leave.
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.

Existing conditions

3. Agencies are to retain more beneficial conditions related to portability of leave, such as recognition of service from other entities.

Agency-level bargaining

4. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Portability of leave

1. Where an employee moves into the <agency> from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.
2. 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.
3. Where an employee is engaged as an ongoing employee in the <agency>, and immediately prior to the engagement the person was employed as a non-ongoing 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.
4. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.

5. Where an employee is engaged as an ongoing employee in the <agency>, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 2), the <Agency Head> will recognise any unused accrued personal/carer's leave at the employee's request. The <Agency Head> will advise the employee of their ability to make this request.
6. Where an employee is engaged as an ongoing employee in the <agency>, and immediately prior to the engagement the person was employed by a State or Territory Government, the <Agency Head> may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
7. For the purposes of clauses 1 to 6, an employee with a break in service of less than 2 months is considered to have continuity of service.

Common
condition

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Leave without pay (period of leave without pay that counts as service)

Statement

1. The period of leave without pay that counts as service is referred to agency-level bargaining without parameters.

Existing conditions

2. Agencies may retain existing conditions related to the period of leave that counts as service.

Agency-level bargaining

3. Agencies may bargain the period of leave that counts as service.

Common clause to be incorporated into agreements

No common clause

Common
condition

**Maintain
condition, if
any**

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Leave without pay (all aspects other than the period that counts as service)

Statement

- 1. All other aspects of leave without pay, other than the period of leave that counts as service, is quarantined for a future bargaining round and cannot be supported in this round of bargaining.

Existing conditions

- 2. Agencies are to retain all other aspects of leave without pay, other than the period that counts as service.

Agency-level bargaining

- 3. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

No common clause

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Re-crediting of leave

Statement

1. Agencies are to incorporate in their agreements the below clause on re-crediting of leave.

Existing conditions

2. Agencies are to retain more beneficial conditions related to re-crediting of leave. This includes provisions relating to the re-crediting of flex or TOIL credits.

Agency-level bargaining

3. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Re-crediting of leave

1. When an employee is on:
 - 1.1 annual leave;
 - 1.2 purchased leave;
 - 1.3 defence reservist leave;
 - 1.4 First Nations ceremonial leave;
 - 1.5 NAIDOC leave;
 - 1.6 cultural leave; or
 - 1.7 long service leave; and

becomes eligible for, under legislation or this agreement:

 - 1.8 personal/carer's leave;
 - 1.9 compassionate or bereavement leave;
 - 1.10 jury duty;
 - 1.11 emergency services leave;
 - 1.12 leave to attend to family and domestic violence circumstances; or
 - 1.13 parental leave, premature birth leave, stillbirth leave or pregnancy loss;

the affected period of leave will be re-credited.
2. 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.

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

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Long service leave

Statement

1. Agencies are to incorporate in their agreements the below clause on long service leave.

Existing conditions

2. Agencies are not to retain existing different clauses on long service leave.

Agency-level bargaining

3. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Long service leave

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

Common
condition

Maintain
condition, if
any

**Agency-level
bargaining
within
parameters**

Agency-level
bargaining
without
parameters

Miscellaneous leave

Statement

1. Miscellaneous leave is referred to agency-level bargaining within parameters.

Existing conditions

2. Agencies may retain existing conditions related to miscellaneous leave.

Agency-level bargaining

3. It would not be consistent with the Policy for agencies to include extensive different uses for miscellaneous leave into agreements.
4. Agencies are to include the ability to provide miscellaneous leave to casual employees. This is exclusively to provide for paid family and domestic violence leave and otherwise by Government directive.
5. Agreements are to adopt the name “miscellaneous leave”, and not “other leave” or “special leave”.
6. The APSC may provide further guidance on parameters.

Common clause to be incorporated into agreements

No common clause

**Common
condition**

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Cultural, ceremonial and NAIDOC leave

Statement

1. Agencies are to incorporate in their agreements the below clause on cultural, ceremonial and NAIDOC leave.
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.

Existing conditions

3. Agencies will retain more beneficial conditions related to cultural, ceremonial and NAIDOC leave.
4. In the absence of existing enterprise agreement entitlements, employees who do not identify as First Nations employees will be supported to participate, on paid time, in agency NAIDOC week activities.
5. Where there is an existing entitlement to unpaid leave, the new paid leave entitlement is taken to be part of this entitlement. For example, if there is an existing entitlement to 2 weeks unpaid leave, the 3 days paid leave becomes part of this 2 week entitlement, such that 3 days out of 2 weeks is paid.

Agency-level bargaining

6. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Cultural, ceremonial and NAIDOC leave

NAIDOC leave

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

First Nations ceremonial leave

3. First Nations employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
4. The <Agency Head> may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
5. First Nations ceremonial leave can be taken as part days.

6. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

7. The <Agency Head> 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.
8. The <Agency Head> may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
9. Cultural leave can be taken as part days.
10. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under <clause reference to First Nations ceremonial leave>.

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Parental leave

Statement

1. Agencies are to incorporate in their agreements the below clause on parental leave.
2. The following definitions relevant to the parental leave clause will be included in the definitions section:
 - 2.1 A **primary caregiver** 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.
 - 2.2 A **secondary caregiver** means an employee, other than a pregnant employee or a casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per this agreement.
 - 2.3 **ML Act** means the *Maternity Leave (Commonwealth Employees) Act 1973* as amended from time to time and any successor legislation.
3. Agencies with provisions where an employee becomes a primary caregiver and is not otherwise eligible for parental leave will be retained, subject to ensuring that during this transitional period where there is reference to a secondary and primary caregiver, employees may access only one of these parental leave entitlements.
4. To facilitate the transition to equal, separate entitlements, clauses that provide for sharing parental leave between employee couples will not be retained.
5. Paid parental leave for secondary caregivers is an all-encompassing entitlement. Existing references in other leave clauses (e.g. personal/carer's leave, miscellaneous leave) to leave for a secondary caregiver or supporting partner following birth or adoption/placement are to be removed. This does not apply to existing personal leave entitlements in relation to stillbirth. Existing entitlements in other leave clauses that provide leave for other parental purposes will be maintained. For example, an agreement may currently have two days of pre-adoption leave for interviews prior to adopting a child (paid or unpaid). Parental leave for secondary caregivers is not intended to overwrite an entitlement to this or similar auxiliary leave types.

Existing conditions

6. Agencies with more generous parental leave provisions will retain these provisions. This includes, but is not limited to, the quantum of paid parental leave, eligible age of adopted or foster care child, pre-adoption leave, short-term foster care and traditional/island kinship arrangements.

7. Agencies with more generous entitlements for access to part-time arrangements for employees returning to work after parental leave, or employees with children under school age in existing agreements will retain these entitlements.

Agency-level bargaining

8. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Parental leave

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

Payment during parental leave

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

7. An employee who is a **primary caregiver** is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in **Table 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

8. 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
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

9. **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.
10. **Rate of payment** during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.

11. **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

12. 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:
- 12.1 is under 16 as at the day (or expected day) of placement;
 - 12.2 has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
 - 12.3 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
13. 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

14. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.
15. A stillborn child is a child:
- 15.1 who weighs at least 400 grams at delivery or whose period of gestation was 20 weeks or more;
 - 15.2 who has not breathed since delivery; and
 - 15.3 whose heart has not beaten since delivery.

Pregnancy loss leave

16. 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.
17. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

Premature birth leave

18. 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

19. 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 18](#) until after the legislated paid maternity leave is used.

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Compassionate and bereavement leave

Statement

1. Agencies are to incorporate in their agreements the below clause on compassionate and bereavement leave.
2. Compassionate leave provided in relation to miscarriage is in addition to any entitlement an employee may be eligible for under the parental leave clause.
3. Bereavement leave provided in relation to stillbirth is in addition to any entitlement an employee may be eligible for under the parental leave clause.

Existing conditions

4. Agencies will retain more beneficial conditions related to bereavement and compassionate leave.

Agency-level bargaining

5. Subject to below, any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Compassionate leave

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

Bereavement leave

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

Common
condition

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Sabbatical leave

Statement

1. Sabbatical leave is referred to agency-level bargaining without parameters.
2. Sabbatical leave is an extended period of time away from work and may be known as career break leave or extended purchased leave. The leave may be paid or unpaid. The leave may count or not count as service, and may or may not be paid out if an employee ceases employment or withdraws from the scheme. There may be different eligibility criteria to access the leave, such as length of service and/or the withholding of salary for a particular period.

Existing conditions

3. Agencies may retain existing conditions on sabbatical leave.

Agency-level bargaining

4. No parameters apply.

Common clause to be incorporated into agreements

No common clause

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Emergency response leave

Statement

1. Agencies are to incorporate in their agreements the below clause on emergency response leave.
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.

Existing conditions

3. Agencies will retain more beneficial conditions related to emergency response leave.

Agency-level bargaining

4. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Emergency response leave

1. 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:
 - 1.1 the time engaged in the activity;
 - 1.2 reasonable travelling time; and
 - 1.3 reasonable recovery time.
2. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The <Agency Head> may provide additional emergency response leave with pay.
 - 2.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
3. Paid leave may be refused where the employee's role is essential to the <agency's> response to the emergency.
4. An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.
5. The <Agency Head> may approve reasonable paid or unpaid leave for ceremonial duties and training.
6. Emergency response leave, with or without pay, will count as service.

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Jury duty

Statement

1. Agencies are to incorporate in their agreements the below clause on jury duty, other than agencies who do not and will not have any employees required by a court to attend to act as juror. These are employees exempt from jury duty under the *Jury Exemption Regulations 2019* (Cth).
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green. As per section 112 of the FW Act, State and Territory laws may apply and provide additional entitlements to employees engaged in community service.

Existing conditions

3. Agencies will retain more beneficial conditions related to jury duty.

Agency-level bargaining

4. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Jury duty

1. Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
2. Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.
 - 2.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
3. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
4. If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the <agency> for the period of absence. This will be administered in accordance with the overpayments clause.

Common
condition

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Volunteer leave

Statement

- 1. Volunteer leave claims as listed in the log of claims cannot be supported in this round of bargaining.
- 2. Employees may continue to access flexible working arrangements and annual leave.

Existing conditions

- 3. Agencies may retain existing conditions related to volunteer leave.

Agency-level bargaining

- 4. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements
No common clause

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Defence reservist leave

Statement

1. Agencies are to incorporate in their agreements the below clause on defence reservist leave.
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.

Existing conditions

3. Agencies will retain more beneficial conditions related to defence reservist leave.

Agency-level bargaining

4. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Defence reservist leave

1. The <Agency Head> will give an employee leave with or without pay to undertake:
 - 1.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
 - 1.2 Australian Defence Force Cadet obligations.
2. An employee who is a Defence Reservist can take leave with pay for:
 - 2.1 up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
 - 2.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
3. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
4. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
 - 4.1 Australian Navy Cadets;
 - 4.2 Australian Army Cadets; and
 - 4.3 Australian Air Force Cadets.
5. In addition to the entitlement at clause 2, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.

6. Paid defence reservist leave counts for service.
7. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
8. Unpaid leave taken over 6 months counts as service, except for annual leave.
9. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Defence service sick leave

Statement

1. Agencies are to incorporate in their agreements the below clause on defence service sick leave.
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.

Existing conditions

3. Agencies will retain more beneficial conditions related to defence reservist leave, including a more generous accruing entitlement.

Agency-level bargaining

4. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Defence service sick leave

1. An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
 - 1.1 war like service; or
 - 1.2 non-war like service.
2. An eligible employee can get 2 types of credits:
 - 2.1 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:
 - 2.1.1 they start employment with the APS; or
 - 2.1.2 DVA certifies the condition; and
 - 2.2 an annual credit of 3 weeks (15 days) defence service sick leave (pro-rata for part-time employees).
3. An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
4. Unused annual credits can be built up to 9 weeks.
5. An employee cannot use annual credits until the initial credit is exhausted.
6. Defence service sick leave is paid and counts as service for all purposes.

Common
condition

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Gender affirmation leave

Statement

- 1. Gender affirmation leave claims as listed in the log of claims cannot be supported in this round of bargaining.

Existing conditions

- 2. Agencies may retain existing conditions related to gender affirmation leave.

Agency-level bargaining

- 3. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

No common clause

Common
condition

**Maintain
condition, if
any**

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Pandemic leave

Statement

1. Pandemic leave claims as listed in the log of claims cannot be supported in this round of bargaining.
2. Arrangements such as personal/carer's leave, flexible working arrangements and disaster support continue to be available to support employees during a pandemic.
3. The APSC may provide guidance to support agencies to respond to a pandemic as appropriate.

Existing conditions

4. Agencies may retain existing conditions related to pandemic leave.

Agency-level bargaining

5. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18. This includes:
 - 5.1 paid or unpaid pandemic leave, being a specific leave type to support employees in a pandemic such as time for pandemic-related isolation, vaccinations and care; and
 - 5.2 paid or unpaid miscellaneous leave for pandemic leave purposes.

Common clause to be incorporated into agreements

No common clause

Common
condition

**Maintain
condition, if
any**

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Menstrual and menopause support and leave

Statement

1. Menstrual and menopause support and leave claims as listed in the log of claims cannot be supported in this round of bargaining.
2. Employees may continue to access personal/carer's leave, flexible working arrangements and other existing supports.

Existing conditions

3. Agencies may retain existing conditions related to menstrual and menopause support and leave.

Agency-level bargaining

4. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

No common clause

Common
condition

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Disability leave

Statement

- 1. Disability leave claims as listed in the log of claims cannot be supported in this round of bargaining.
- 2. Arrangements such as personal/carer’s leave and flexible working arrangements continue to be available to support employees with a disability.

Existing conditions

- 3. Agencies may retain existing conditions related to disability leave.

Agency-level bargaining

- 4. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements
No common clause

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Leave to attend proceedings (witness leave)

Statement

1. Agencies are to incorporate in their agreements the below clause on leave to attend proceedings (witness leave).
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.
3. This clause is related to the dispute resolution sub-clause on leave to attend proceedings.

Existing conditions

4. Agencies will retain more beneficial conditions related to leave to attend proceedings (witness leave).

Agency-level bargaining

5. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Leave to attend proceedings

1. An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
2. An employee who is not covered under clause 1, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the <agency>.
3. An employee may otherwise be granted paid or unpaid miscellaneous leave by the <Agency Head> if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.
4. The <Agency Head> may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

Section 7 - Employee support and workplace culture

- [Blood donation](#)
- [Vaccinations](#)
- [Employee Assistance Programs](#)
- [Safe workplaces](#)
- [Respect at work](#)
- [Family and domestic violence support](#)
- [Integrity and transparency \(including scientific integrity\)](#)
- [First Nations employment \(cultural competency training\)](#)
- [Gender equality](#)
- [Diversity](#)
- [Lactation and breastfeeding support](#)
- [Disaster support](#)

**Common
condition**

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Blood donation

Statement

1. Agencies are to incorporate in their agreements the below clause on blood donation.

Existing conditions

2. Agencies may retain more beneficial conditions related to blood donation.

Agency-level bargaining

3. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Blood donation

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

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Vaccinations

Statement

1. Agencies are to incorporate in their agreements the below clause on vaccinations.
2. Agencies will offer annual influenza vaccinations to all employees.
3. This will be at no cost to employees.
4. Agencies will work out how to deliver this condition.
5. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.

Existing conditions

6. Agencies will retain more beneficial conditions related to vaccinations.

Agency-level bargaining

7. Agencies may, in agency-level bargaining, bargain to offer vaccinations for other diseases where this is recommended by the relevant health body for the type of work the employee is performing.
8. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Vaccinations

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

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Employee Assistance Programs

Statement

1. Agencies are to incorporate in their agreements the below clause on Employee Assistance Programs (EAP).
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green. Employees, their partner and their dependants/children can access the EAP.
3. This will be at no cost to the employee and will be accessible on paid time.
4. Agencies may include details on how they will deliver EAP to employees. For example, an agency may specify the number of sessions they will provide to their employees.
5. In negotiating contracts for EAP providers, agencies will have regard to the diversity of their employees, location of workers and ensure equitable access for all employees regardless of location and time zones. Agencies will also have regard to providing a culturally appropriate service to employees to the extent practicable.

Existing conditions

6. Agencies will retain more beneficial conditions related to EAP. For example, agencies will retain existing entitlements for the immediate family of an employee to access the EAP.

Agency-level bargaining

7. Agencies may, in agency-level bargaining, bargain to include financial counselling for employees.
8. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18. This includes broadening the scope of who may access the EAP.

Common clause to be incorporated into agreements

Employee Assistance Program

1. 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.

Common
condition

**Maintain
condition, if
any**

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Safe workplaces

Statement

1. The safe workplaces claims as listed in the log of claims cannot be supported in this round of bargaining, other than in respect of common conditions under other matters, including:
 - 1.1 respect at work;
 - 1.2 workplace responsibility allowances;
 - 1.3 allowances; and
 - 1.4 workloads.

Existing conditions

1. Agencies may retain any conditions related to safe workplaces.

Agency-level bargaining

2. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

No common clause

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Respect at work

Statement

1. Agencies are to incorporate in their agreements the below clause on respect at work.
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.
3. Approaches to prevent sexual harassment and sex-based discrimination is included in the list of matters that may be discussed by the APS-wide consultative committee.
4. This is partially related to safe workplaces claims.

Existing conditions

5. Agencies may retain more beneficial entitlements related to respect at work.

Agency-level bargaining

6. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Respect at work

Principles

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

Consultation

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

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Family and domestic violence support

Statement

1. Agencies are to incorporate in their agreements the below clause on family and domestic violence support.
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.

Existing conditions

3. Agencies will retain more beneficial conditions related to family and domestic violence support.

Agency-level bargaining

4. Agencies may bargain additional measures on confidentiality appropriate to their systems, for example, undertaking not to store information related to family and domestic violence on a personnel file.
5. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Family and domestic violence support

1. The <agency> will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
2. The <agency> recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
3. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.
4. An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
 - 4.1 illness or injury affecting the employee resulting from family and domestic violence;
 - 4.2 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;

- 4.3 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;
 - 4.4 making arrangements for the employee's safety, or the safety of a close relative;
 - 4.5 accessing alternative accommodation;
 - 4.6 accessing police services;
 - 4.7 attending court hearings;
 - 4.8 attending counselling; and
 - 4.9 attending appointments with medical, financial or legal professionals.
- 5. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
 - 6. Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
 - 7. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
 - 8. Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.
 - 9. Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
 - 10. Evidence may be requested to support the <agency> in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the <agency> will require, unless the employee chooses to provide another form of evidence.
 - 11. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.
 - 12. The <agency> will take all reasonable measures to treat information relating to family and domestic violence confidentially. The <agency> will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the <agency> may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.

13. Where the <agency> needs to disclose confidential information for purposes identified in clause 12, where it is possible the <agency> will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
14. The <agency> will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
15. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
16. The <agency> will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
17. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

**Common
condition**

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Integrity and transparency (including scientific integrity)

Statement

1. Agencies are to incorporate in their agreements the below clause on integrity in the APS.
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.
3. The APSC will incorporate in their agreement the additional clause 4 on integrity in the APS, relating to decision making and record keeping.
4. Decision-making and record keeping guidelines will be included as a matter for the APS-wide consultative committee.
5. Agencies, unions and employees may discuss the application of the common integrity clause in their agency and any further agency policies or guidance.
6. This also covers claims on scientific integrity.

Existing conditions

7. Agencies may retain more beneficial conditions related to integrity in the APS.

Agency-level bargaining

8. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Integrity in the APS

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

Common clause to be incorporated into the APSC agreement

Integrity in the APS

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

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

First Nations employment (cultural competency training)

Statement

1. The Commonwealth acknowledges the importance of First Nations employees in the APS.
2. Agencies are to incorporate in their agreements the below clause on First Nations cultural competency training.
3. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.
4. This clause is intended to apply to employees at a substantive EL2 classification level, or equivalent, on an ongoing basis.
5. When determining the training to be provided, agencies should consult First Nations employee networks, where they exist in the agency.
6. Agencies are encouraged to utilise face-to-face training where it can be accommodated by the agency.

Existing conditions

7. Agencies may retain more beneficial conditions related to First Nations employment.

Agency-level bargaining

8. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

First Nations cultural competency training

1. The <Agency Head> 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.
2. 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.

Common
condition

**Maintain
condition, if
any**

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Gender equality

Statement

1. Taking action on gender equality requires a multifaceted approach involving flexible working arrangements, family and domestic violence support, parental leave, lactation and breastfeeding support and respect at work. These are addressed in the respective conditions.
2. Gender equality claims, as listed in the log of claims, cannot be supported in this round of bargaining, subject to matters addressed in other common conditions. This includes:
 - 2.1 flexible working arrangements;
 - 2.2 family and domestic violence support;
 - 2.3 parental leave;
 - 2.4 lactation and breastfeeding support; and
 - 2.5 respect at work.
3. The APS Gender Equality Strategy 2021-26 is due for a mid-strategy point-in-time analysis in late 2023 or early 2024, and the APSC will seek feedback about the Strategy from stakeholders including unions.
4. Agreements are to use gender inclusive language.

Existing conditions

5. Agencies may retain existing conditions related to gender equality.

Agency-level bargaining

6. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18. This includes any standalone gender equality clause.

Common clause to be incorporated into agreements

No common clause

Common
condition

**Maintain
condition, if
any**

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Diversity

Statement

1. Diversity claims, as listed in the log of claims, cannot be supported in this round of bargaining, subject to matters addressed in other common conditions. This includes:
 - 1.1 recognition of consultation with diverse employees;
 - 1.2 EAP – consideration of needs of diverse employees;
 - 1.3 definition of family that recognises kinship for all purposes; and
 - 1.4 First Nations employment, including cultural competency training.
2. Agreements are to use gender inclusive language.
3. Agencies are encouraged to continue developing and implementing best practice initiatives to support diversity in the APS.

Existing conditions

4. Agencies may retain any entitlements related to diversity.

Agency-level bargaining

5. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

No common clause

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Lactation and breastfeeding support

Statement

1. Agencies are to incorporate in their agreements the below clause on lactation and breastfeeding support.
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.

Existing conditions

3. Agencies will retain more beneficial conditions on lactation and breastfeeding support.

Agency-level bargaining

4. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Lactation and breastfeeding support

1. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
2. The <agency> will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 3. In considering whether a space is appropriate, an agency should consider whether:
 - 2.1 there is access to refrigeration;
 - 2.2 the space is lockable;
 - 2.3 there are facilities needed for expressing, such as appropriate seating.
3. Where it is not practicable for an <agency> site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
4. 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.
5. 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.
6. Further information is available in policy.

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Disaster support

Statement

1. Agencies are to incorporate in their agreements the below clause on disaster support.
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.

Existing conditions

3. Agencies will retain more beneficial conditions related to disaster support.

Agency-level bargaining

4. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Disaster support

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

Section 8 - Performance and development

- Performance management
- Reward and recognition
- Workloads
- Key performance indicators (KPIs)
- Study assistance
- Learning and development
- Professional qualifications

Common
condition

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Performance management

Statement

1. Performance management is referred to agency-level bargaining without parameters, other than eligibility for incremental advancement.

Existing conditions

2. Agencies may retain existing conditions on performance management.

Agency-level bargaining

3. No parameters apply.

Common clause to be incorporated into agreements
<i>No common clause</i>

Common
condition

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Reward and recognition

Statement

- 1. Reward and recognition claims as listed in the log of claims cannot be supported in this round of bargaining.
- 2. Reward and recognition claims include performance-based bonus payments, tenure-based bonus payments, and top of scale payments.

Existing conditions

- 3. Agencies will retain existing conditions on reward and recognition, including top of scale payments.

Agency-level bargaining

- 4. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

No common clause

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Workloads

Statement

1. Agencies are to incorporate in their agreements the below clause on workloads.
2. The APSC may provide guidance material for agencies to assist in the implementation of this clause.
3. Agencies can retain clauses on the assignment of duties, such as clause 72.2 of the ATO Enterprise Agreement 2017:

Any employee can be assigned to carry out such duties as are within the limits of the employee's skill, competence and training and are consistent with the employee's classification, provided that such duties are not designed to promote de-skilling. Employees do not have to carry out duties that are a threat to a safe and healthy work environment.

Existing conditions

4. Agencies will retain more beneficial conditions related to workloads.

Agency-level bargaining

5. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Workloads

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

Common
condition

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Key performance indicators (KPIs)

Statement

1. Key performance indicators (KPIs) is referred to agency-level bargaining without parameters.

Existing conditions

2. Agencies may retain existing conditions on KPIs.

Agency-level bargaining

3. No parameters apply.

Common clause to be incorporated into agreements

No common clause

Common
condition

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Study assistance

Statement

1. Study assistance is referred to agency-level bargaining without parameters.
2. Study assistance is provided to employees to assist them to undertake study. It may include financial assistance such as a study allowance or reimbursement of study costs, and leave to undertake study, attend lectures and prepare for exams and other assessment. Generally, it does not include circumstances where an employee undertakes learning and development activities (e.g. agency-wide training).

Existing conditions

3. Agencies may retain existing conditions on study assistance.

Agency-level bargaining

4. No parameters apply.

Common clause to be incorporated into agreements

No common clause

Common
condition

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Learning and development

Statement

1. Learning and development is referred to agency-level bargaining without parameters.
2. Learning and development may include training, attendance at conferences and other development activities which support an employee's current role and career progression. This is either agency mandated learning and development, or activities at the employee's initiative, and may or may not have a cost attached. It is separate to study assistance and performance management.

Existing conditions

3. Agencies may retain existing conditions on learning and development.

Agency-level bargaining

4. No parameters apply.

Common clause to be incorporated into agreements

No common clause

Common
condition

Maintain
condition, if
any

**Agency-level
bargaining
within
parameters**

Agency-level
bargaining
without
parameters

Professional qualifications

Statement

1. The Commonwealth recognises the importance of professional qualifications in the APS, however due to the disparity between existing agreements and the unique requirements of each agency, this will not be addressed by a common provision.
2. Professional qualifications can be dealt with in agency level bargaining. This includes clauses to deal with:
 - 2.1 eligibility;
 - 2.2 reimbursement or allowance for an application fee for professional accreditation;
 - 2.3 reimbursement or an equivalent allowance for yearly membership fees;
 - 2.4 reimbursement of reasonable costs for professional development; and
 - 2.5 access to study time.
3. Agencies are to bargain reasonable reimbursements and/or an equivalent allowance, for membership and accreditation or registration fees, including required maintenance, where the agency considers it is necessary for the employee to perform their role. Agencies may bargain more generous entitlements or apply the provision to additional roles where this is considered to provide a direct benefit to the agency.

Existing conditions

4. Agencies may retain existing conditions on professional qualifications.

Agency-level bargaining

5. Agencies may bargain professional qualifications within parameters.

Common clause to be incorporated into agreements

No common clause

Section 9 - Travel and location-based conditions

- Travel (all aspects other than travel allowances)
- Relocation assistance
- Remote localities
- Regional jobs

Common
condition

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Travel (all aspects other than travel allowances)

Statement

1. Travel (all aspects other than travel allowances) is referred to agency-level bargaining without parameters.
2. Travel allowances is referred to agency-level bargaining within parameters.

Existing conditions

3. Agencies may retain existing conditions on travel.

Agency-level bargaining

4. Agencies may bargain all aspects of travel in agency-level bargaining, other than travel allowances, without parameters. This includes as travel time, time off in lieu for travel outside core hours and travel class.
5. Agencies may bargain travel allowances within parameters, consistent with the parameters for bargaining on allowances.

Common clause to be incorporated into agreements

No common clause

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Relocation assistance

Statement

1. Agencies are to incorporate in their agreements the below clause on relocation assistance.
2. Agencies may make minor drafting changes appropriate for their agency as indicated in green below.

Existing conditions

3. Agencies will retain more beneficial entitlements related to relocation assistance.

Agency-level bargaining

4. Agencies may bargain to include additional entitlements under the APS Award in agency-level bargaining. Any further bargaining would be inconsistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Relocation assistance

1. 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.
2. Where an employee is required to relocate on engagement with the <agency>, the employee will be provided with financial relocation assistance.
3. Reasonable expenses associated with the relocation include:
 - 3.1 the cost of transport of the employee, dependants and partner by the most economical means;
 - 3.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
 - 3.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
 - 3.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
4. Additional relocation assistance may be considered by <Agency Head> discretion.

Common
condition

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Remote localities

Statement

- 1. Remote localities is referred to agency-level bargaining within parameters.
- 2. Remote localities will be reviewed in preparation for the next round of bargaining, with oversight of the APS-wide consultative committee.

Existing conditions

- 3. Agencies may retain existing conditions on remote localities.

Agency-level bargaining

- 4. Agencies may bargain remote localities in consultation with the APSC.
- 5. As an interim measure pending the outcome of the remote localities review, agencies may bargain to incorporate provisions in line with those provided by the Department of Agriculture, Fisheries and Forestry (DAFF). Agencies are to seek guidance from the APSC.
- 6. The APSC will consider changes not covered by the DAFF provisions on a case by case basis.

Common clause

No common clause

Common
condition

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Regional jobs

Statement

- 1. The regional jobs claim as listed in the log of claims cannot be supported in this round of bargaining.

Existing conditions

- 2. Agencies may retain any existing conditions on regional jobs.

Agency-level bargaining

- 3. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

No common clause

Section 10 - Consultation, representation and dispute resolution

- [Consultation and consultative committees](#)
- [Dispute resolution](#)
- [Delegates' rights](#)
- [Employee representational rights](#)

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Consultation and consultative committees

Statement

1. Agencies are to incorporate in their agreements the below clause on consultation and consultative committees.
2. The APSC will incorporate in their agreement the below additional clause 26 to 29 on the APS consultative committee.
3. The APSC will provide further guidance on consultation from time to time.
4. The types of matters that may be part of the APS consultative committee may include, but are not limited to:
 - 4.1 work level standards;
 - 4.2 strategies to reduce insecure work in the APS;
 - 4.3 framework for casual conversion processes;
 - 4.4 approaches to prevent sexual harassment and sex-based discrimination in the workplace;
 - 4.5 First Nations employment;
 - 4.6 diversity measures;
 - 4.7 APS reform matters;
 - 4.8 update of redeployment, retraining and redundancy;
 - 4.9 decision making and record keeping guidelines; and
 - 4.10 other matters as the parties agree.

Existing conditions

5. Agencies with more detailed consultation terms may retain them, to supplement this clause.

Agency-level bargaining

6. Agencies may bargain to include facilitative clauses on agency consultative committees.

Common clause to be incorporated into agreements

Consultation

Principles

1. Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
2. The <agency> recognises:
 - 2.1 the importance of inclusive and respectful consultative arrangements;
 - 2.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions;
 - 2.3 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;
 - 2.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
 - 2.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
3. Genuine and effective consultation involves:
 - 3.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
 - 3.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
 - 3.3 considering feedback from employees and the relevant union(s) in the decision-making process; and
 - 3.4 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

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

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

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

6. This clause applies if the <agency>:
- 6.1 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
 - 6.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

7. 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.
8. The <agency> must recognise the representative if:
- 8.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 8.2 the employee or employees advise the employer of the identity of the representative.

Major change

9. In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:
- 9.1 the termination of the employment of employees; or
 - 9.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - 9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 9.4 the alteration of hours of work; or
 - 9.5 the need to retrain employees; or
 - 9.6 the need to relocate employees to another workplace; or
 - 9.7 the restructuring of jobs.
10. The following additional consultation requirements in clause 11 to 17 apply to a proposal to introduce a major change referred to in clause 4.3.
11. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 5.

12. 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.
13. 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.
14. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 5, the <agency> must:
 - 14.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - 14.1.1 the proposed change:
 - 14.1.2 the effect the proposed change is likely to have on the employees; and
 - 14.1.3 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - 14.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - 14.2.1 all relevant information about the proposed change, including the nature of the change proposed; and
 - 14.2.2 information about the expected effects of the proposed change on the employees; and
 - 14.2.3 any other matters likely to affect the employees.
15. 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.
16. 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.
17. 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 11 to 15 are taken not to apply.

Change to regular roster or ordinary hours of work

18. The following additional consultation requirements in clause 19 to 22 apply to a proposal to introduce a change referred to in clause 4.5.
19. The <agency> must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
20. As soon as practicable after proposing to introduce the change, the <agency> must:
 - 20.1 discuss with employees and the relevant union(s) and/or other recognised representatives:

<p>20.1.1</p> <p>20.2</p> <p>20.2.1</p> <p>20.2.2</p> <p>20.2.3</p> <p>20.3</p>	<p>the proposed introduction of the change; and</p> <p>for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:</p> <p>all relevant information about the proposed change, including the nature of the proposed change; and</p> <p>information about what the employer reasonably believes will be the effects of the proposed change on the employees; and</p> <p>information about any other matters that the employer reasonably believes are likely to affect the employees; and</p> <p>invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, the <agency> is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.</p>
<p>21.</p>	<p>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.</p>
<p><i>Interaction with emergency management activities</i></p>	
<p>22.</p>	<p>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.</p>
<p>Agency consultative committee</p>	
<p>23.</p>	<p>The <Agency Head> may establish an <agency> consultative committee to discuss relevant workplace matters.</p>
<p>24.</p>	<p><Agency> consultative committees will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.</p>
<p>For inclusion in all APS enterprise agreements, other than the APSC agreement</p>	
<p>APS consultative committee</p>	
<p>25.</p>	<p>The <Agency Head> will support the operation of the APS consultative committee to the extent possible. This includes providing information requested by the Australian Public Service Commission to support the</p>

operation of the APS consultative committee, subject to legislative requirements.

For inclusion in the APSC enterprise agreement

APS consultative committee

26. The <Agency Head (APS Commissioner)> will establish an APS consultative committee. It will operate subject to an agreed structure and terms of reference.
27. Membership will include unions with coverage in the APS and APS management representatives.
28. Representatives will deal with each other in good faith.
29. The APS consultative committee will consider matters pertaining to the employment relationship and of interest to the APS as a whole.

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Dispute resolution

Statement

1. Agencies are to incorporate in their agreements the below clause on dispute resolution.

Existing conditions

2. Agencies will retain more beneficial entitlements related to dispute resolution, and may retain facilitative clauses such as additional internal steps to resolve a dispute at a workplace level.

Agency-level bargaining

3. Subject to below, any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Dispute resolution

1. If a dispute relates to:
 - 1.1. a matter arising under the agreement; or
 - 1.2. the NES;
 this term sets out procedures to settle the dispute.
2. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
3. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.
4. 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.
5. If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 4 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
6. The Fair Work Commission may deal with the dispute in 2 stages:
 - 6.1. 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

- 6.2. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - 6.2.1 arbitrate the dispute; and
 - 6.2.2 make a determination that is binding on the parties.

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

- 7. While the parties are attempting to resolve the dispute using the procedures in this term:
 - 7.1. 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
 - 7.2. subject to 7.1, 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:
 - 7.2.1 the work is not safe; or
 - 7.2.2 applicable work health and safety legislation would not permit the work to be performed; or
 - 7.2.3 the work is not appropriate for the employee to perform; or
 - 7.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.
- 8. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
- 9. Any disputes arising under the <name of replaced agreement> OR <name of replaced agreement as maintained by <name of determination> or the NES that were formally notified under clause <clause reference> of that agreement before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

Leave of absence to attend proceedings

- 10. Where the provisions of clauses 1 to 5 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in 2, 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 5.

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Delegates' rights

Statement

1. Agencies are to incorporate in their agreements the below clause on delegates' rights.
2. Agencies may, from time to time, agree to arrangements outside the enterprise agreement which provide more flexible access than provided for under the right of entry provisions set out in the FW Act.
3. This clause is to be read in conjunction with APSC Circular 2022/09: Union representation in Commonwealth agencies, while it remains in force (Note: The Circular does not form a part of the agency's enterprise agreement and is not incorporated into the agreement or subject to the dispute resolution clause).

Existing conditions

4. Agencies may retain more beneficial entitlements related to delegates' rights.
5. Agencies may retain more detailed arrangements, such as in a Protocol or Terms of Reference document.
6. Agencies may retain existing Freedom of Association and Employee Representation provisions in their agreements.

Agency-level bargaining

7. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Delegates' rights

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

Supporting the role of union delegates

4. The <agency> respects the role of union delegates to:
 - 4.1 provide information, consult with and seek feedback from employees in the workplace on workplace matters;
 - 4.2 consult with other delegates and union officials, and get advice and assistance from union officials;

- 4.3 represent the interests of members to the employer and industrial tribunals; and
 - 4.4 represent members at relevant union forums, consultative committees or bargaining.
- 5. The <agency> and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.
- 6. Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.
- 7. To support the role of union delegates, the <agency> will, subject to legislative and operational requirements, including privacy and security requirements:
 - 7.1 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;
 - 7.2 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;
 - 7.3 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;
 - 7.4 provide access to new employees as part of induction; and
 - 7.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
- 8. Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or <agency> before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

Common
condition

Maintain
condition, if
any

**Agency-level
bargaining
within
parameters**

Agency-level
bargaining
without
parameters

Employee representational rights

Statement

1. Employee representational rights matters including claims listed in the log of claims are referred to agency-level bargaining within parameters.

Existing conditions

2. Agencies may retain existing conditions on employee representational rights.

Agency-level bargaining

3. Agency-level bargaining on employee representational rights are to be consistent with delegates' rights, including any outcome from APS-wide bargaining.

Common clause to be incorporated into agreement
<i>No common clause</i>

Section 11 - Separation and retention

- Resignation (separation)
- Redeployment, retraining, redundancy

Common condition

Maintain condition, if any

Agency-level bargaining within parameters

Agency-level bargaining without parameters

Resignation (separation)

Statement

1. Agencies are to incorporate in their agreements the below clause on resignation.
2. Agencies may make minor drafting updates appropriate for their agency, as indicated in the text in green.

Existing conditions

3. Agencies will retain more beneficial entitlements related to resignation and facilitative clauses which provide for the variation of other terms of resignation.

Agency-level bargaining

4. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

Resignation

1. An employee may resign from their employment by giving the <Agency Head> at least 14 calendar days' notice.
2. At the instigation of the <Agency Head>, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
3. The <Agency Head> has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

Payment on death of an employee

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

Common
condition

**Maintain
condition, if
any**

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Redeployment, retraining, redundancy

Statement

1. Redeployment, retraining, redundancy (RRR) including the amount of payments and retention period is quarantined for a future bargaining round.

Existing conditions

2. Agencies will retain existing conditions related to RRR.

Agency-level bargaining

3. Agencies may bargain minor administrative changes to existing conditions. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

No common clause

Section 12 - Other APS-wide matters

- Capability and labour market shortages
- Recruitment and mobility
- Climate change

Common
condition

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Capability and labour market shortages

Statement

- 1. Capability and labour market shortages claims as listed in the log of claims cannot be supported in this round of bargaining.

Existing conditions

- 2. Agencies may retain any existing conditions on capability and labour market shortages.

Agency-level bargaining

- 3. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

No common clause

Common
condition

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Recruitment and mobility

Statement

1. Recruitment and mobility matters, including claims as listed in the log of claims, are referred to agency-level bargaining without parameters.

Existing conditions

2. Agencies may retain existing conditions on recruitment and mobility.

Agency-level bargaining

3. No parameters apply.

Common clause to be incorporated into agreements

No common clause

Common
condition

Maintain
condition, if
any

Agency-level
bargaining
within
parameters

Agency-level
bargaining
without
parameters

Climate change

Statement

- 1. Climate change claims as listed in the log of claims cannot be supported in this round of bargaining.

Existing conditions

- 2. Agencies may retain any existing conditions on climate change.

Agency-level bargaining

- 3. Any further bargaining would not be consistent with the Policy, unless it is a permitted policy matter as described on page 18.

Common clause to be incorporated into agreements

No common clause

Appendix 1 – List of common conditions to be incorporated into agreements

Number	Bargaining item number	Matter raised in APS-wide bargaining
1	2	Blood donation
2	2	Vaccinations
3	3	Employee Assistance Programs
4	5	Respect at work
5	7	Supported wage system
6	8	Integrity and transparency
7	9	Annual leave (all aspects other than excess leave and cash out of leave)
8	10	Long service leave
9	11	Portability of leave
10	12	Consultation
11	13	Consultative committees
12	14	Dispute resolution
13	15	Emergency response leave
14	16	Compassionate and bereavement leave
15	18	Jury duty
16	20	Flexible working arrangements
17	21	Work from home
18	24	Defence reservist leave
19	25	Defence service sick leave
20	26	Personal/carer's leave
21	34	Classifications and Work Level Standards
22	36	First Nations employment (cultural competency training)
23	37	Cultural, ceremonial and NAIDOC leave
24	39	Salary setting
25	40	Payment of salary (fortnightly pay and pay formula)
26	40	Commonwealth pay increase (Commonwealth pay offer)
27	41	Operation of the agreement (duration of the agreement)

Number	Bargaining item number	Matter raised in APS-wide bargaining
28	42	Parental leave
29	43	Lactation and breastfeeding support
30	44	Family and domestic violence support
31	47	Public holidays
32	48	Job security
33	50	Resignation (separation)
34	51	Casual employment
35	51	Non-ongoing employment
36	53	Commonwealth pay fragmentation mechanism
37	54	Incremental advancement (all aspects other than fixed percentage and date of increments)
38	55	Salary on promotion and commencement
39	58	Relocation assistance
40	61	Executive Level Time Off in Lieu (EL TOIL)
41	62	National Employment Standards (NES) precedence
42	63	Re-crediting of leave
43	64	Overpayments
44	68	Workloads
45	70	Part-time work (no unilateral conversion)
46	71	Employment types
47	72	Superannuation
48	73	Workplace responsibility allowances
49	74	Community language allowance
50	75	Higher duties allowance
51	76	Individual flexibility arrangements (IFAs)
52	78	Delegates' rights
53	80	Closed comprehensive agreement (relationship to policies and guidelines)
54	80	Delegations
55	81	Parties to the agreement
56	82	Definitions (including usual location of work)
57	84	Disaster support
58	91	Scientific integrity
59	92	Removal of junior rates of pay

Appendix 2 – List of conditions referred to agency-level bargaining

Number	Bargaining item number	Matter raised in APS-wide bargaining	Parameters
1	9	Annual leave (excess leave)	Parameters
2	9	Annual leave (cash out of annual leave)	Parameters
3	9	Purchased leave	No parameters
4	27	Performance management (other than eligibility for incremental advancement)	No parameters
5	28	Leave without pay (period of leave that counts as service)	No parameters
6	29	Travel (all aspects other than travel allowances)	No parameters
7	30	Study assistance	No parameters
8	31	Learning and development	No parameters
9	32	Sabbatical leave	No parameters
10	33	Graduates	No parameters
11	35	Professional qualifications	Parameters
12	45	Miscellaneous leave	Parameters
13	46	Christmas closedown	Parameters
14	54	Incremental advancement (fixed percentage and date of advancement)	Parameters
15	56	Remote localities	Parameters
16	65	Working hours (standard working hours)	Parameters
17	65	Working hours (standard span of hours)	Parameters
18	66	Shift work (including shift penalties)	No parameters
19	67	Flex for APS 1 – 6 classification levels or equivalent	Parameters
20	68	Key performance indicators (KPIs)	No parameters
21	69	Overtime and restriction (including emergency duty)	No parameters
22	74	Allowances (including travel allowance but excluding higher duties allowance, workplace responsibility allowances and community language allowance).	Parameters
23	88	Recruitment and mobility	No parameters
24	94	Employee representational rights	Parameters

Appendix 3 – List of conditions to be maintained, if any

Number	Bargaining item number	Matter raised in APS-wide bargaining
1	4	Safe workplaces claims
2	6	Disability leave claims
3	17	Gender affirmation leave claims
4	19	Pandemic leave claims
5	22	Employees with caring responsibilities claims
6	23	Range of location of work claims
7	28	Leave without pay (all aspects other than the period that counts as service)
8	40	Payment of salary (characterisation of pay and frequency of pay)
9	49	Redeployment, retraining and redundancy
10	52	Labour hire claims
11	57	Regional jobs claims
12	59	Gender equality claims
13	60	Diversity claims
14	65	Working hours (4 day work week or trial claims)
15	65	Working hours (all aspects other than a standard working hours and standard span of hours)
16	77	Capability and labour market shortages claims
17	83	MOG changes claims
18	85	Volunteer leave claims
19	87	Specialists claims
20	89	Climate change claims
21	90	Reward and recognition claims
22	93	Menstrual and menopause support and leave claims