



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**Commonwealth of Australia represented by the Australian Public Service
Commission**
(AG2024/333)

AUSTRALIAN PUBLIC SERVICE COMMISSION ENTERPRISE AGREEMENT 2024-2027

Commonwealth employment

DEPUTY PRESIDENT MASSON

MELBOURNE, 27 FEBRUARY 2024

*Application for approval of the Australian Public Service Commission Enterprise Agreement
2024-2027.*

[1] An application has been made for approval of an enterprise agreement known as the *Australian Public Service Commission Enterprise Agreement 2024-2027* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Commonwealth of Australia represented by the Australian Public Service Commission. The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act, which commenced operation on 6 June 2023. By reason of the transitional arrangements for the Amending Act and the *notification time* for the Agreement of 24 February 2023, the *genuine agreement* requirements for agreement approval in Part 2-4 of the Fair Work Act, as it was just before 6 June 2023 apply to the present application. Further, as the Agreement was *made* on 7 February 2024 the *better off overall test* provisions in Part 2-4 of the Fair Work Act as amended on 6 June 2023 apply.

[3] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[4] The Community and Public Sector Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 5 March 2024. The nominal expiry date of the Agreement is 28 February 2027.



DEPUTY PRESIDENT

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Australian Government
Australian Public Service Commission

Australian Public Service Commission Enterprise Agreement 2024–2027





Formal acceptance of Agreement and Signatories

Employer

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

Signed: 

Full Name: Dr Gordon de Brouwer

Agency: Australian Public Service Commission

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

Bargaining Representative: Community and Public Sector Union

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

Signed: 

Full Name: John Ryall

Role: National Organiser

Address: 1/54-58 Foveaux Street, Surry Hills, NSW 2010

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



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Section 1: Technical matters

Title

1. This agreement will be known as the Australian Public Service Commission Enterprise Agreement 2024-2027.

Parties to the agreement

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

Operation of the agreement

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

Delegations

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

National Employment Standards (NES) precedence

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

Closed comprehensive agreement

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



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

Individual flexibility arrangements

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



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

Definitions

- 16. The following definitions apply to this agreement:

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

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

Commissioner means the Australian Public Service Commissioner (Commissioner), of the Australian Public Service Commission or the Commissioner's delegate.

Agreement means the Australian Public Service Commission Enterprise Agreement 2024-2027.

APS means the Australian Public Service.

Australian Defence Force Cadets means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

Bandwidth means the span of hours during which an employee can perform ordinary hours.

Broadband refers to the allocation of more than one approved classification by the Commissioner 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 the Commission's standard working hours: 37 hours and 30 minutes per week in accordance with this agreement.

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

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



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

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

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

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 former spouse, de facto partner or former de facto partner.

Part-time employee means an employee whose ordinary hours are less than the Commission's standard working hours: 37 hours and 30 minutes per week in accordance with this agreement.

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

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.

Usual location of work

17. The employee's usual office location for work is identified in their letter of offer or other engagement documentation. If no designated location is specified on engagement, the Commission may specify a usual location of work by advising the employee in writing.
18. The Commissioner and employee may agree to vary the location of work, on a temporary or permanent basis, in which the employee performs their work through an approved formal flexible work arrangement. Where 100 per cent remote work arrangements are in place, the remote address will be their normal work location for public holiday purposes.



Section 2: Remuneration

Salary

19. Salary rates will be as set out in Attachment A – Base salaries of this agreement.
20. The base salary rates in Attachment A – Base salaries include the following increases:
 - 20.1 4.0 per cent from the first full pay period on or after 1 March 2024 (the 14 March 2024);
 - 20.2 3.8 per cent from the first full pay period on or after 1 March 2025 (the 13 March 2025); and
 - 20.3 3.4 per cent from the first full pay period on or after 1 March 2026 (the 12 March 2026).
21. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the base salary rates in Attachment A – Base salaries were calculated based on base salary rates as at 31 August 2023.

Payment of salary

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

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

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

Salary setting

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



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

Incremental advancement

30. On 1 July an eligible ongoing or non-ongoing employee who is below the maximum pay point of their substantive classification will be eligible for progression to the next highest pay point subject to clauses 31 to 36.
31. Eligibility for performance based salary advancement for ongoing and non-ongoing employees requires a minimum of six months eligible service during the annual performance management cycle. Employees must achieve satisfactory performance at the end of the annual performance management cycle to be advanced.
32. Eligible service for salary advancement will include:
 - 32.1 periods of paid leave and unpaid parental leave;
 - 32.2 periods of unpaid leave that count as service; and
 - 32.3 service while employed on a non-ongoing basis.
33. 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.
34. Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary progress at both their substantive and acting classifications.
35. Casual employees will not usually be eligible for incremental advancement.
36. Where an employee is promoted within the Commission and has previously been temporarily assigned duties at this classification, and that period of temporary assignment immediately precedes the date of effect of the promotion, the period of temporary assignment will count towards the qualifying period for salary advancement.

Salary Packaging

37. Access to salary packaging, will be available to all employees, including casual employees, covered by this Agreement.
38. Where an employee takes up the option of salary packaging, on a 'salary sacrifice' basis, the employee's salary for the purposes of superannuation, severance and termination payments,



and any other purposes, will be determined as if the salary packaging arrangement had not occurred.

Superannuation

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

Method for calculating superannuation salary

42. The Commission 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.
43. Employer contributions will be made for all employees covered by this agreement.
44. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

Payment during unpaid parental leave

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

Overpayments

46. An overpayment occurs if the Commissioner (or the Commission) provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
47. Where the Commissioner considers that an overpayment has occurred, the Commissioner will provide the employee with notice in writing. The notice will provide details of the overpayment.
48. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Commissioner in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
49. If after considering the employee's response (if any), the Commissioner confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.



50. The Commissioner and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
51. The Commission and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
52. Interest will not be charged on overpayments.
53. Nothing in clauses 46 to 52 prevents:
 - 53.1 the Commission from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
 - 53.2 the Commission from pursuing recovery of the debt through other available legal avenues; or
 - 53.3 the employee or the Commission from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Supported wage system

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



Section 3: Allowances and reimbursements

Higher duties allowance

56. 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.
57. 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 Commissioner.
58. 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.
59. Where an employee is assigned only part of the higher duties, the Commissioner will determine the amount of allowance payable.
60. 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.
61. The Commissioner may shorten the qualifying period for higher duties allowance on a case-by-case basis.

Departmental liaison officer

62. An employee who performs duties of Departmental Liaison Officer (DLO) will receive an annual allowance, paid fortnightly.

Table 1: Departmental Liaison Officer rates:

Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$19,891 per annum	\$20,647 per annum	\$21,349 per annum

Restriction allowance

Restriction Direction

63. Where an employee (excluding a casual employee) is required to remain contactable, available and able to perform extra duty outside the employee's ordinary hours of work (i.e. be restricted), they will be paid a restriction allowance, subject to approval by the Commissioner.
64. A restriction direction must be in writing stating what the employee is directed to do and how that differs from the employee's normal work conditions.



Restriction Allowance

65. An employee is entitled to an allowance (a restriction allowance) if the employee is subject to a restriction direction at the following rates outlined in Table 2.

Table 2: Restriction allowance rates:

Period of restriction	Allowance (% of employee's hourly rate of salary)
Monday to Friday	7.5%
Saturday or Sunday	10%
Public Holiday	15%

66. The allowance is to be paid for each hour or part of an hour restricted subject to:

- 66.1 the employee remaining contactable, fit and available to perform extra duty; and
- 66.2 the employee not being in receipt of any other payment for the period for which restriction allowance would otherwise be payable, except as provided for in the following clause.

67. Where the employee is recalled to the workplace to perform the duty, the minimum payment is three hours at an overtime rate or a fixed amount, whichever is the greater as outlined in Table 3:

Table 3: Minimum payments

Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$92.78	\$96.30	\$99.58

68. Where the employee is contacted but not required to attend the workplace, the minimum payment is one hour.

69. If an employee is required to perform subsequent periods of duty within the one hour minimum payment period, only the initial one hour minimum is payable. Where an employee is required to undertake a second period of duty that commences after the one hour minimum payment period has lapsed for the first period of duty, a second one hour minimum payment period commences and a further one hour minimum is payable.

70. Restriction allowance will not be paid where the overtime payment provisions applies.

Workplace responsibility allowances

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

- 71.1 First Aid Officer;
- 71.2 Health and Safety Representative;
- 71.3 Emergency Warden;
- 71.4 Harassment Contact Officer; and



71.5 Mental Health First Aid Officer

72. An employee is not to receive more than one workplace responsibilities allowances unless approved by the Commissioner due to operational requirements.

Table 4: Workplace Responsibility rates

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

73. As a salary-related allowance, this value will be continued to be increased in line with headline wage increases. These increases are incorporated in the rates in the table above.
74. The full allowance is payable regardless of flexible work and part-time arrangements.
75. An employee's physical availability to undertake the role will be considered by the Commission 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.
76. 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

Loss, damage and indemnity

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

Family care costs

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



Community language allowance

79. A community language allowance will be paid where the Commissioner 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 Commissioner. Further information is included in policy.
80. The allowance is paid in accordance with the employee's level of competency:

Table 5: Community language allowance rates

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

81. The allowance is calculated annually and paid fortnightly.
82. The full allowance is payable regardless of flexible work and part-time arrangements.
83. The allowance is payable during periods of paid leave.
84. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.



Section 4: Classifications and broadbands

General broadbands

85. The Commission's classification structures and broadbands are detailed in Attachment A
86. The following general broadbands are created within the Commission
 - 86.1 APS Level 1 and APS Level 2 positions, are covered by the APS Level 1–2 broadband.
 - 86.2 APS Level 3 and APS Level 4 positions, are covered by the APS Level 3–4 broadband.
87. Broadband arrangements for employees employed to participate in the Graduate Development Program are covered under clause 93 to 103.

Advancement between classifications within the general broadband

88. Advancement from a classification within a general broadband to a higher classification within the general broadband is subject to:
 - 88.1 there being sufficient work available at the higher classification level in accordance with the APS work level standards for that classification;
 - 88.2 the employee having gained the necessary skill and proficiencies to perform the more complex work;
 - 88.3 the employee successfully completing probation (where relevant); and
 - 88.4 the employee's performance is assessed as meeting the requirements for salary advancement for both key business deliverable and observable work behaviours, with the annual performance cycle and is rated as effective.
89. The provisions of clause 88 does not affect any temporary assignment of duties at a higher classification outlined at clause 57.
90. Where an employee has moved between classifications within a general broadband in accordance with clause 88, the employee must be advised of their new classification and salary.

Other broadband arrangements

91. The Commissioner may determine the commencement salary and other broadband progression requirements for entry level employees who are engaged through whole-of-government programs, for example, targeted traineeships and apprenticeships.
92. The Commission may, through consultation, establish further broadbanded levels during the operation of this Agreement.



Entry level programs broadband

Graduate APSC Broadband (GradAPSC)

93. Employees employed to participate in a Graduate Development Program within the Commission will be engaged with a local designation of GradAPSC, at the APS4 classification within the GradAPSC broadband spanning the APS Level 3, APS Level 4 and APS Level 5 classifications.
94. GradAPSC employees will have a commencement salary equivalent to the first pay point of an APS 4 classification, unless otherwise determined by the Commissioner.
95. GradAPSC employees must demonstrate satisfactory progress towards the completion of any mandatory internal or external training, and/or development program and must demonstrate fully effective work performance.

GradAPSC advancement

96. Within 12 months of successfully completing the requirements of the Graduate Development Program, the Commissioner will then assign duties to the GradAPSC employee at a classification within the GradAPSC broadband having regard to the performance of the employee.
97. Where the Commissioner determines that a GradAPSC employee has successfully completed the requirements of the Graduate Development Program, the employee may be assigned duties at APS5 classification within the GradAPSC broadband and determine salary at the first pay point of the APS5 classification, where the employee has demonstrated their role-related capabilities consistent with the APS5 classification and the relevant program guidelines.
98. Decisions about a GradAPSC employee's advancement within the GradAPSC broadband will be informed by the employee's supervisor and manager, with agreement from the Commissioner.
99. Clause 88 does not apply to a GradAPSC employee's advancement within the GradAPSC broadband.
100. On a GradAPSC employee's advancement to the APS5 classification within the GradAPSC broadband, the Commissioner will assign to the employee, duties at the general APS5 classification and determine salary at the first pay point of that classification.
101. At the conclusion of the Graduate Development Program, where the Commissioner determines that a GradAPSC employee performing duties within the GradAPSC broadband has not demonstrated role-related capabilities consistent with APS5 classification and the relevant program guidelines, the Commissioner may assign duties to the employee at the APS4 classification within the APS Level 3 – 4 broadband. The Commissioner will determine the employee's salary within the APS4 pay scales.
102. At the commencement of this Enterprise Agreement, the Commissioner will allocate to an employee who commenced the 2024 Graduate Development Program, the APS4 classification within the GradAPSC broadband. The Commissioner will determine the employee's salary at the first pay point of the APS4 classification.



103. At the commencement of this Enterprise Agreement, the Commissioner may allocate to an employee, the APS5 classification, provided the Commissioner is satisfied the employee:
- 103.1 commenced in the Commission's 2023 Graduate Development Program; and
 - 103.2 successfully completed the requirements of that program; and
 - 103.3 has demonstrated their role-related capabilities are consistent with the APS5 classification and any relevant program guidelines; and
 - 103.4 has not previously progressed to the APS5 classification or above.

The Commissioner will determine the employee's salary at the first pay point of the APS5 classification.

Cadet rates

- 104. The Commissioner may engage a person as a Cadet APS.
- 105. Cadet APS employee will be paid 67% of the minimum salary point of an APS1.
- 106. When the Commissioner is satisfied that that course of training has been successfully completed, a Cadet APS employee will be allocated a classification in accordance with the Classification Rules and the Commissioner will determine a salary within the applicable range

Trainee rates

- 107. The Commissioner may engage a person as a Trainee APS (Administrative)
- 108. A Trainee APS (Administrative) employee will be paid at the minimum salary point of APS1 or such other salary point as determined by the Commissioner.
- 109. When the Commissioner is satisfied that the course of training has been successfully completed, a Trainee APS (Administrative) employee will be allocated a classification in accordance with the Classification Rules and the Commissioner will determine a salary within the applicable range.

Work level standards

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



Section 5: Working hours and arrangements

Job security

Commitment to ongoing employment and rebuilding APS capacity

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

Reporting

112. Where a consultative committee is in place, the Commission will report to the Commission 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 Commission.

Pathways to permanency

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

Casual (irregular or intermittent) employment

114. A casual (irregular or intermittent) employee is defined in the definitions section.
115. A decision to expand the use of casual employees is subject to Section 10 of this agreement.
116. The Commission will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
117. Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
118. 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.
119. A casual employee will be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
120. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.



Non-ongoing employment

121. A non-ongoing employee is defined in the definitions section.
122. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
 - 122.1 personal/carer's leave accrual at clause 214; and
 - 122.2 redundancy provisions in clause 422, subject to clause 123.
123. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at Section 11, will apply.
124. If the redundancy provisions apply to an employee under clause 123, the agency must adhere to the consultation requirements in Section 10.

Working hours

Hours of work

125. Ordinary hours of work for a full time employee are 150 hours over a four-week settlement period.
126. The standard working day is 7 hours and 30 minutes for full-time employees, worked from 8.30am – 12.30pm and 1.30pm - 5.00pm Monday to Friday (37 hours and 30 minutes per week).
127. An employee should not work more than 10 hours per day unless directed to do so.
128. An employee must not work more than five hours without an unpaid break of at least 30 minutes.
129. Once it has been established that an employee is absent from duty without approval, all pay and other benefits provided under this Agreement, will cease to be available until the employee resumes duty or is granted leave in according with this Agreement.

Bandwidths

130. The standard bandwidth (span of hours) is between the hours of 7.00am to 7.00pm, Monday to Friday
131. Hours worked with the standard bandwidth are ordinary time.
132. Payment outside the bandwidth is described at clauses 147 to 154.

Flex for APS 1-6 classifications

133. An employee, excluding casual employees, at an APS 1–6 classification may access flextime arrangements under this Agreement.



134. The Commissioner will administer these arrangements in a way which meets the Commission's operational requirements and responsibilities. Where possible, the Commissioner will take into consideration the individual needs of the employee
135. A manager may approve a part-time employee accessing flextime, subject to operational requirements.
136. Flexibility in relation to hours worked on any particular day is available within the standard bandwidth in accordance with clause 130 or a varied bandwidth in accordance with clause 185.
137. Flextime credits will accrue on an hour for hour basis when work is performed within the standard bandwidth.
138. A full-time employee at an APS 1–6 classification may not carry over in excess of 37 hours and 30 minutes flextime credit, pro-rata for a part-time employee, at the end of any settlement period unless:
 - 138.1 they have brought the matter to the attention of their manager prior to the end of the settlement period; and
 - 138.2 the manager and the employee have put in place a strategy to reduce the credit below 37 hours and 30 minutes, pro-rata for a part-time employee, prior to the end of the next settlement period.
139. An employee at an APS 1–6 classification may not carry over in excess of 15 hours flextime debit, pro-rata for a part-time employee, at the end of any settlement period

Executive Level Time Off in Lieu (EL TOIL)

140. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
141. 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 Commission.
142. 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.
143. 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.
144. 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.
145. 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.



146. Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

Overtime

147. APS1-6 level employees (excluding casuals) will be paid overtime where they are directed by the Commissioner to undertake work:
- on a public holidays or during Christmas closedown;
 - where the employee is required to work, or address workplace issues outside the bandwidth (span of hours clause 130);
 - during the bandwidth, but beyond the length of time the employee is ordinarily required to work;
 - on a Saturday or Sunday;
 - without an eight-hour break between work days.
148. APS1-6 employees will not accrue flex-time on work hours that attract overtime payments under clause 147, unless the employee agrees with their manager to substitute overtime payments for flex-time in lieu (clause 155).
149. Executive Level employees (excluding casuals) are only entitled to paid overtime in exceptional circumstances, including where they have been directed to undertake work without an eight-hour break or during Christmas closedown, or as otherwise determined by the Commissioner.
150. Overtime is paid as follows:
- 150.1 Monday to Saturday - time and a half for the first three hours and double time for each hour thereafter.
- 150.2 Sunday – double time.
- 150.3 Public Holidays - within ordinary hours, normal salary plus time and a half; outside ordinary hours, double time and a half
151. The minimum overtime payment is one hour. After the first hour, if less than a whole hour is worked, payment will be calculated up to the next full hour.
152. Where overtime is not continuous with an employee's normal work pattern, and the employee needs to attend the workplace to perform duties the minimum payment is four hours. Overtime payment will include reasonable travel time to and from work.
153. An employee who chooses to work additional hours on a weekend without direction from the Commissioner, or has agreement to vary their span of hours to work on a weekend, will not be paid overtime for this work.
154. Overtime for casual employees is paid for work performed beyond the agreed daily working hours, or in excess of 37.5 hours in a week. Casual loading is not paid during periods of overtime.



Option to take flex-time off in lieu

155. Where an employee would prefer to take time in lieu rather than receive payment for overtime, and their manager agrees to that arrangement, they are entitled to take that time at the same rate they would have received as an overtime payment, and may add it to their flex credit.

Eight hour break

156. Employees are entitled to an eight-hour break, plus reasonable travel time to and from work (where required), between working days. Where the eight-hour break results in absence for part or all of their next working day, the employee will not be required to make up those hours and their salary will be unaffected.
157. The Commissioner may direct an employee to return to work without an eight-hour break, plus reasonable travel time, for urgent or high priority work. Where this occurs employees will be paid overtime until they are able to take an eight-hour break.

Flexible working arrangements

158. The Commission, employees and their union recognise:
- 158.1 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;
 - 158.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
 - 158.3 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;
 - 158.4 that flexibility applies to all roles in the Commission, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
 - 158.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
159. The Commission is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the Commission at all levels. This may include developing and implementing strategies through an Commission consultative committee.
160. 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

161. The following provisions do not diminish an employee's entitlement under the NES.
162. An employee may make a request for a formal flexible working arrangement.



163. The request must:
 - 163.1 be in writing;
 - 163.2 set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - 163.3 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.
164. The Commissioner must provide a written response to a request within 21 days of receiving the request.
165. The response must:
 - 165.1 state that the Commissioner approves the request and provide the relevant detail in clause 166; or
 - 165.2 if following discussion between the Commission 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
 - 165.3 state that the Commissioner refuses the request and include the following matters:
 - 165.3.1 details of the reasons for the refusal; and
 - 165.3.2 set out the Commission's particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - 165.3.3 either:
 - 165.3.3.1 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 Commission would be willing to make; or
 - 165.3.3.2 state that there are no such changes; and
 - 165.3.4 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.
166. Where the Commissioner approves the request this will form an arrangement between the agency and the employee. Each arrangement must be in writing and set out:
 - 166.1 any security and work health and safety requirements;
 - 166.2 a review date (subject to clause 170); and
 - 166.3 the cost of establishment (if any).
167. The Commissioner may refuse to approve the request only if:
 - 167.1 the Commission has discussed the request with the employee; and



- 167.2 the Commission 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
 - 167.3 the Commission and the employee have not reached such an agreement; and
 - 167.4 the Commission has had regard to the consequences of the refusal for the employee; and
 - 167.5 the refusal is on reasonable business grounds.
168. Reasonable business grounds include, but are not limited to:
- 168.1 the new working arrangements requested would be too costly for the Commission;
 - 168.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
 - 168.3 it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
 - 168.4 the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
 - 168.5 the new working arrangements requested would be likely to have a significant negative impact on customer service; and
 - 168.6 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.
169. For First Nations employees, the Commission must consider connection to country and cultural obligations in responding to requests for altering the location of work.
170. Approved flexible working arrangements will be reviewed by the Commission 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

- 171. An employee may request to vary an approved flexible working arrangement in accordance with clause 163. An employee may request to pause or terminate an approved flexible working arrangement.
- 172. The Commissioner may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 174.
- 173. The Commission 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.



174. Prior to the Commissioner varying, pausing or terminating the arrangement under clause 172, the Commission must have:
- 174.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
 - 174.2 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);
 - 174.3 had regard to the consequences of the variation, pause or termination for the employee;
 - 174.4 ensured the variation, pause or termination is on reasonable business grounds; and
 - 174.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 165.3.

Working from home

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

Ad-hoc arrangements

180. 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.
181. Employees should, where practicable, make the request in writing and provide as much notice as possible.
182. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 161 to 170.
183. The Commission 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.
184. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the Commission should consider whether it is appropriate to seek to formalise the arrangement with the employee.



Altering span of hours

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

Part-time work

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

Christmas closedown

188. The Christmas closedown applies between 25 December until the commencement of the first working day following 1 January.
189. There will be no requirement to take annual leave or use accrued flex time over this period.
190. In exceptional circumstances, employees may be directed by the Commissioner to work during Christmas closedown. Where this occurs APS1-6 employee will be paid overtime. Executive Level employees may be paid overtime in recognition of the exceptional circumstances or receive TOIL in accordance with clauses 140-146.

Public holidays

191. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- 191.1 1 January (New Year's Day);
 - 191.2 26 January (Australia Day);
 - 191.3 Good Friday and the following Monday;
 - 191.4 25 April (Anzac Day);
 - 191.5 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);
 - 191.6 25 December (Christmas Day);
 - 191.7 26 December (Boxing Day); and
 - 191.8 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.



192. 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.
193. The Commissioner 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.
194. The Commissioner 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.
195. 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.
196. 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.)
197. 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 clauses 191.1 to 191.8.
198. 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.
199. 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 Commissioner may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.



Section 6: Leave

Annual leave

200. Employees (other than casual employees) are entitled to 4 weeks (20 days) paid annual leave per year of service, will accrue and be credited to employees daily. Annual leave for part-time employees accrues on a pro-rata basis.
201. Annual leave may be taken at half pay. However, unless approved by the Commissioner, it may not be taken at half pay where the employee has an excessive leave balance.
202. Excess leave will be managed in accordance with this Agreement and policy.
203. 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.
204. Employees will receive payment in lieu of any untaken leave upon separation from the APS.

Annual leave cash out

205. The Commissioner may approve an application from an employee to cash out a portion of the employee's accrued annual leave credits. To be eligible to cash out annual leave, employee's must:
 - 205.1 have taken at least 10 days annual leave or long service leave in the 12 months immediately preceding the request to cash out annual leave; and
 - 205.2 have a balance of a least four weeks accrued annual leave remaining.
206. Each cashing out of a particular amount of annual leave must be by a separate agreement in writing with the Commissioner.

Excess annual leave

207. Annual leave balance is excess if an employee has more than 40 days credit.
208. Where employees have excess annual leave, they must agree a plan with their manager to take reasonable breaks from work and reduce the excess balance to 40 days or below.
209. If agreement cannot be reached, the Commissioner may direct an employee to take one or more periods of annual leave to reduce the balance to 40 days or below within the next 12 months. The direction will be in writing and provide at least 30 calendar days' notice.



Purchased leave

210. An employee may, with the approval of the Commissioner, purchase up to four weeks' additional leave (pro rata for part-time) for each 12 month-period, where they do not have an excess leave balance. Purchase leave must be taken within 12 months of the initial date of purchase. Salary payments will be averaged over the whole year to ensure that a standard rate is received each fortnight. Purchased leave will count as service for all purposes.

Personal/carer's leave

Entitlement

211. 18 days paid leave per annum (pro rata for part-time employees)
212. Leave at half pay may be approved by the Commissioner.

Accrual

213. For an ongoing employee, 18 days personal/carers leave will be credited upon the employee's commencement with the APS. After 12 months, the employee's leave will accrue and be credited to employees daily.
214. For a non-ongoing employee, the personal/carer's leave will be credited upon the employee's commencement with the Commission. 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 of 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.
215. 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.

Usage

216. Personal / carers leave to be used:
- 216.1 due to personal illness or injury;
 - 216.2 to attend appointments with a registered health practitioner;
 - 216.3 to manage a chronic conditions; and /or
 - 216.4 to provide care or support for a family member (including household member) or a person they have caring responsibilities for, because:
 - 216.4.1 of a personal illness or injury affecting the other person; or
 - 216.4.2 of an unexpected emergency affecting the other person



Carers

217. A person that an employee has caring responsibilities for may include a person who needs care because they:
- 217.1 have a medical condition, including when they are in hospital;
 - 217.2 have a mental illness;
 - 217.3 have a disability;
 - 217.4 are frail or aged, and / or
 - 217.5 are a child, not limited to a child of the employee.

Evidence

218. Evidence may be requested after:
- 218.1 more than 3 consecutive days; and
 - 218.2 more than 8 days without evidence in a calendar year.
219. Acceptable evidence includes
- 219.1 a certificate from a registered health practitioner;
 - 219.2 a statutory declaration; and
 - 219.3 another form of evidence approved by the Commissioner
220. 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.

Portability of leave

221. Where an employee moves into the Commission 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.
222. Where an employee is engaged in the Commission 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.
223. Where an employee is engaged as an ongoing employee in the Commission, 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.
224. 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.

225. Where a person is engaged as an ongoing employee in the Commission, 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 222), the Commissioner will offer to recognise any unused accrued personal/carer's leave at the employee's request.
226. Where an employee is engaged as an ongoing employee in the Commission, and immediately prior to the engagement the person was employed by a State or Territory Government, the Commissioner may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
227. For the purposes of clauses 221 to 226, an employee with a break in service of less than 2 months is considered to have continuity of service.

Re-crediting of leave

228. When an employee is on:
 - 228.1 annual leave;
 - 228.2 purchased leave;
 - 228.3 defence reservist leave;
 - 228.4 First Nations ceremonial leave;
 - 228.5 NAIDOC leave;
 - 228.6 cultural leave; or
 - 228.7 long service leave; andbecomes eligible for, under legislation or this agreement:
 - 228.8 personal/carer's leave;
 - 228.9 compassionate or bereavement leave;
 - 228.10 jury duty;
 - 228.11 emergency services leave;
 - 228.12 leave to attend to family and domestic violence circumstances; or
 - 228.13 parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;the affected period of leave will be re-credited.
229. 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.
230. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.



Long service leave

- 231. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 232. 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 228 of this agreement.

Miscellaneous leave

- 233. Miscellaneous leave may be granted for circumstances not provided for elsewhere in this Agreement, either with or without pay, for the purpose that the Commissioner considers to be in the interests of the Commission and having regard to operational, legislative or government requirements. The Commissioner will consider requests in line with supporting evidence.
- 234. The Commissioner may determine that only part of the period of leave will be with pay.
- 235. Unless the Commissioner determines otherwise, any continuous period of leave without pay greater than 30 calendar days will not count as service for annual leave or personal/carer's leave purpose.
- 236. Paid miscellaneous leave may be provided to casual employees for the purpose of family and domestic violence leave or otherwise by government directive.

Cultural, ceremonial and NAIDOC leave

NAIDOC leave

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

First Nations ceremonial leave

- 239. 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.
- 240. The Commissioner may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- 241. First Nations ceremonial Leave can be taken as part days.
- 242. First Nations ceremonial leave is in addition to compassionate and bereavement leave.



Cultural leave

- 243. The Commissioner may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
- 244. The Commissioner may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 245. Cultural leave can be taken as part days.
- 246. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 239.

Parental leave

- 247. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
- 248. 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 role for the purposes of accessing additional paid leave.
- 249. 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.
- 250. 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

- 251. An employee is entitled to parental leave with pay as per clauses 253 and 254 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.
- 252. Employees newly engaged or who have moved to the Commission from another APS agency are eligible for the paid parental leave in clauses 253 and 254 where such paid leave had not already been provided by another APS agency or Commonwealth employer in the 24 months since the child's date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 253 and 254, the balance is available to the employee.
- 253. 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 6** below.



Table 6: 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

254. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in **Table 7** below.

Table 7: 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

255. **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.

256. **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.

257. **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

258. 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:

258.1 is under 16 as at the day (or expected day) of placement;



- 258.2 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
 - 258.3 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
259. 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

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

Pregnancy loss leave

262. A pregnant employee who experiences, or an employee whose spouse or partner experiences, pregnancy loss is entitled to one week's 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.
263. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

Premature birth leave

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

Transitional provisions

265. 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 264 until after the legislated paid maternity leave is used.



Compassionate leave

266. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- 266.1 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
 - 266.2 the employee or their partner has a miscarriage.
267. An employee may be asked to provide evidence to support their absences on compassionate leave.
268. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
269. For casual employees, compassionate leave is unpaid.

Bereavement leave

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

Emergency response leave

274. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:
- 274.1 the time engaged in the activity;
 - 274.2 reasonable travelling time; and
 - 274.3 reasonable recovery time.
275. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at full pay per year if required. The Commissioner may provide additional emergency response leave with pay.



- 275.1 For the purpose of this clause, full rate of pay is to be as if the employee was at work.
- 276. Paid leave may be refused where the employee's role is essential to the Commission's response to the emergency.
- 277. 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.
- 278. The Commissioner may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 279. Emergency response leave, with or without pay, will count as service.

Jury duty

- 280. 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.
- 281. 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.
 - 281.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 282. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- 283. 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 Commission for the period of absence. This will be administered in accordance with the overpayments clause.

Defence reservist leave

- 284. The Commissioner will give an employee leave with or without pay to undertake:
 - 284.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
 - 284.2 Australian Defence Force Cadet obligations.
- 285. An employee who is a Defence Reservist can take leave with pay for:
 - 285.1 up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
 - 285.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
- 286. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.



287. 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:
- 287.1 Australian Navy Cadets;
 - 287.2 Australian Army Cadets; and
 - 287.3 Australian Air Force Cadets.
288. In addition to the entitlement at clause 285, 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.
289. Paid defence reservist leave counts for service.
290. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
291. Unpaid leave taken over 6 months counts as service, except for annual leave.
292. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

Defence service sick leave

293. 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:
- 293.1 warlike service; or
 - 293.2 non-warlike service.
294. An eligible employee can get 2 types of credits:
- 294.1 an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
 - 294.2 they start employment with the APS; or
 - 294.3 DVA certifies the condition; and
 - 294.4 an annual credit of 3 weeks (15 days) defence service sick leave.
295. 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.
296. Unused annual credits can be built up to 9 weeks.
297. An employee cannot use annual credits until the initial credit is exhausted.
298. Defence service sick leave is paid and counts as service for all purposes.



Leave to attend proceedings

299. 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.
300. An employee who is not covered under clause 299, 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 Commission.
301. An employee may otherwise be granted paid or unpaid miscellaneous leave by the Commissioner 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.
302. The Commissioner 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

- 303. 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.
- 304. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

Vaccinations

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

Employee Assistance Program

- 307. 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 Commission and will be accessible on paid time.

Respect at work

Principles

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

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



Family and domestic violence support

311. The Commission will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
312. The Commission recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
313. Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.
314. An employee experiencing family and domestic violence support is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
 - 314.1 illness or injury affecting the employee resulting from family and domestic violence;
 - 314.2 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;
 - 314.3 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;
 - 314.4 making arrangements for the employee's safety, or the safety of a close relative;
 - 314.5 accessing alternative accommodation;
 - 314.6 accessing police services;
 - 314.7 attending court hearings;
 - 314.8 attending counselling; and
 - 314.9 attending appointments with medical, financial or legal professionals.
315. 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.
316. 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.
317. These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.
318. 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.
319. 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.
320. Evidence may be requested to support the Commission 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 Commission will require, unless the employee chooses to provide another form of evidence.



321. 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.
322. The Commission will take all reasonable measures to treat information relating to family and domestic violence confidentially. The Commission will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the Commission may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
323. Where the Commission needs to disclose confidential information for purposes identified in clause 322, where it is possible the Commission will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
324. The Commission 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.
325. 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.
326. The Commission 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.
327. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

Integrity in the APS

328. The Commission 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 Commission decisions.
329. 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.
330. Employees can, during their ordinary work hours, take time to:
 - 330.1 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
 - 330.2 attend Commission mandated training about integrity.
331. The Australian Public Service Commission will develop guidance on effective decision making and record keeping to support integrity and adherence with National Archive standards.



First Nations cultural competency training

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

Lactation and breastfeeding support

- 334. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
- 335. The Commission will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 336. In considering whether a space is appropriate, an agency should consider whether:
 - 335.1 there is access to refrigeration;
 - 335.2 the space is lockable; and
 - 335.3 there are facilities needed for expressing, such as appropriate seating.
 - 335.4 Where it is not practicable for a Commission site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
- 336. The Commission will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- 337. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.
- 338. Further information is available in policy.



Disaster support

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



Section 8: Performance and development

Performance management

Performance Management Framework

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

Performance Improvement Plan

343. An employee who is not performing satisfactorily will be placed on a Performance Improvement Plan.
344. An employee who is on a Performance Improvement Plan at the end of the annual performance management cycle will not be eligible for a performance based salary advancement on 1 July.
345. Where an employee has improved their performance, salary advancement to the next available pay point will take effect from the date they are assessed as achieving satisfactory performance, subject to clauses 31 to 36.

Workloads

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

Study assistance

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



Learning and development

351. The Commission is committed to ensuring that employees have the skills and knowledge they require to perform their duties, and supporting employee career development. The Commission will ensure that all employees have access to appropriate learning and development opportunities on work time.

Professional qualifications

352. The Commissioner may approve funding of professional memberships and development needs where this is in the interest of the Commission and agreed between the Commissioner and the employee.



Section 9: Travel and location-based conditions

Travel

Use of private motor vehicle

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

Payment of travel expenses

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

Living away from home expenses

- 359. When an employee is required to undertake official travel, excluding travel under clause 361, which results in the employee residing in one locality for a period of at least 21 days, a reviewed payment which is equal to the actual amount expended on accommodation, incidentals and additional meals, or an amount which the Commissioner considers to be reasonable in the circumstances, will applies.

Official Travel Overseas

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



Overseas Arrangements

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

Recognition of travel time

362. Official domestic travel, wherever possible, should be undertaken during the standard bandwidth in accordance with clause 130.
363. When an employee at the APS 1-6 classification is required to undertake official domestic travel, time spent in transit may be recorded as standard hours, with flextime to accrue in accordance with clause 133 to 139.
364. Arrangements for executive level employees undertaking official domestic travel will be in accordance with clauses 140 to 146.
365. It is not always possible for official overseas travel to be undertaken during the standard bandwidth. Arrangements for employees required to undertake international travel will be determined by the Commissioner.
366. Further information can be found in the Travel Guide.

Relocation assistance

367. Where an existing employee is required to relocate at the request of the Commission (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.
368. Where an employee is required to relocate on engagement with the Commission, the employee will be provided with financial relocation assistance.
369. Reasonable expenses associated with the relocation include:
- 369.1 the cost of transport of the employee, their dependents and partner by the most economical means;
 - 369.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
 - 369.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
 - 369.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
370. Additional relocation assistance may be considered by the Commissioner's discretion.



Section 10: Consultation, representation and dispute resolution

Consultation

Principles

371. 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.
372. The Commission recognises:
- 372.1 the importance of inclusive and respectful consultative arrangements;
 - 372.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions;
 - 372.3 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;
 - 372.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
 - 372.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
373. Genuine and effective consultation involves:
- 373.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
 - 373.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
 - 373.3 considering feedback from employees and the relevant union(s) in the decision-making process; and
 - 373.4 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

374. Consultation is required in relation to:
- 374.1 changes to work practices which materially alter how an employee carries out their work;
 - 374.2 changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
 - 374.3 major change that is likely to have a significant effect on employees;



- 374.4 implementation of decisions that significantly affect employees;
 - 374.5 changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
 - 374.6 other workplace matters that are likely to significantly or materially impact employees.
375. The Commission, 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

376. This clause applies if the Commission:
- 376.1 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
 - 376.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

377. 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.
378. The Commission must recognise the representative if:
- 378.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 378.2 the employee or employees advise the employer of the identity of the representative.

Major change

379. In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:
- 379.1 the termination of the employment of employees; or
 - 379.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - 379.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 379.4 the alteration of hours of work; or
 - 379.5 the need to retrain employees; or
 - 379.6 the need to relocate employees to another workplace; or



- 379.7 the restructuring of jobs.
380. The following additional consultation requirements in clause 381 to 387 apply to a proposal to introduce a major change referred to in clause 374.3.
381. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 375.
382. Where practicable, the Commission 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.
383. The Commission must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
384. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 375, the Commission must:
- 384.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - 384.1.1 the proposed change;
 - 384.1.2 the effect the proposed change is likely to have on the employees; and
 - 384.1.3 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - 384.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - 384.2.1 all relevant information about the proposed change, including the nature of the change proposed; and
 - 384.2.2 information about the expected effects of the proposed change on the employees; and
 - 384.2.3 any other matters likely to affect the employees.
385. The Commission 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.
386. However, the Commission is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
387. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Commission, the requirements set out in clauses 381 to 385 are taken not to apply

Change to regular roster or ordinary hours of work

388. The following additional consultation requirements in clause 389 to 393 apply to a proposal to introduce a change referred to in clause 374.5.



389. The Commission must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
390. As soon as practicable after proposing to introduce the change, the Commission must:
- 390.1 discuss with employees and the relevant union(s) and/or other recognised representatives:
 - 390.2 the proposed introduction of the change; and
 - 390.3 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - 390.3.1 all relevant information about the proposed change, including the nature of the proposed change; and
 - 390.3.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - 390.3.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and
391. 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 Commission is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
392. The Commission must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

Interaction with emergency management activities

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

Agency consultative committee

394. The Commissioner may establish a Consultative Committee to discuss relevant workplace matters.
395. The Consultative Committee will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.

APS consultative committee

396. The Commissioner will establish an APS consultative committee. It will operate subject to an agreed structure and terms of reference.
397. Membership will include unions with coverage in the APS and APS management representatives.



- 398. Representatives will deal with each other in good faith.
- 399. The APS consultative committee will consider matters pertaining to the employment relationship and of interest to the APS as a whole.

Dispute resolution

- 400. If a dispute relates to:
 - 400.1 a matter arising under the agreement; or
 - 400.2 the NES;this term sets out procedures to settle the dispute.
 - 401. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
 - 402. 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.
 - 403. 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.
 - 404. 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 403 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
 - 405. The Fair Work Commission may deal with the dispute in 2 stages:
 - 405.1 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
 - 405.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - 405.2.1 arbitrate the dispute; and
 - 405.2.2 make a determination that is binding on the parties.
- Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*
- 406. While the parties are attempting to resolve the dispute using the procedures in this term:
 - 406.1 an employee must continue to perform their work as they would normally in accordance with established custom and practice at the Commission that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and



- 406.2 subject to 406.1, 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:
- 406.2.1 the work is not safe; or
 - 406.2.2 applicable work health and safety legislation would not permit the work to be performed; or
 - 406.2.3 the work is not appropriate for the employee to perform; or
 - 406.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.
407. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
408. Any disputes arising under the Australian Public Service Commission Enterprise Agreement 2018-2021 or the NES that were formally notified under clauses 16-22 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

409. Where the provisions of clauses 400 to 404 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 401, 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 404.

Delegates' rights

410. 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.
411. The role of union delegates is to be respected and supported.
412. The Commission and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

413. The Commission respects the role of union delegates to:
- 413.1 provide information, consult with and seek feedback from employees in the workplace on workplace matters;
 - 413.2 consult with other delegates and union officials, and get advice and assistance from union officials;
 - 413.3 represent the interests of members to the employer and industrial tribunals; and
 - 413.4 represent members at relevant union forums, consultative committees or bargaining.



414. The Commission 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.
415. 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.
416. To support the role of union delegates, the Commission will, subject to legislative and operational requirements, including privacy and security requirements:
 - 416.1 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;
 - 416.2 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;
 - 416.3 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;
 - 416.4 provide access to new employees as part of induction; and
 - 416.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
417. 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 Commission before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.



Section 11: Separation and retention

Resignation

418. An employee may resign from their employment by giving the Commissioner at least 14 calendar days' notice.
419. At the instigation of the Commissioner, 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.
420. The Commissioner has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

Payment on death of an employee

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

Redeployment, retraining, redundancy

Excess Employees

Coverage

422. The following provisions will apply to all employees of the Commission with the exception of:
 - 422.1 ongoing employees who are on probation; and
 - 422.2 non-ongoing employees

Definition of excess employee

423. An employee that is an excess employee if:
 - 423.1 the employee is included in a class of employees employed in the Commission which comprises a greater number of employees than is necessary for the efficient and economical working of the Commission; or
 - 423.2 the services of the employee cannot be used effectively because of technological or other changes in the work methods of the Commission or changes in the nature, extent or organisation of the functions of the Commission; or



- 423.3 the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the Commissioner has determined that these provisions will apply to that employee.

Consultation with potentially excess employees

424. When the Commissioner is aware that an employee is likely to become excess, the Commissioner will advise the employee.
425. The Commissioner will hold discussions with the employee to advise them of the reasons they may become excess and to consider:
- 425.1 measures that could be taken to resolve the situation, including redeployment opportunities for the employee at or below level including through any APS-wide deployment mechanism which might exist at the time;
 - 425.2 referral to a service provider approved by the Commissioner to provide career planning and other appropriate assistance; and
 - 425.3 whether voluntary retrenchment might be appropriate.
426. Where the employee nominates a representative, the Commissioner will hold the discussions with the employee's representative.
427. The Commissioner may, prior to the conclusion of these discussions, invite an employee who is not a potentially excess employee to express interest in voluntary retrenchment, where the retrenchment of that employee would permit the redeployment of an employee who is potentially excess.

Declaring an employee excess

428. At least four weeks after advising the employee in accordance with clause 424 that they are likely to become excess, the Commissioner may advise the employee in writing that they are an excess employee. The employee and the Commissioner may agree to a shorter period,

Voluntary retrenchment

429. Where an employee is advised that they are an excess employee in accordance with clause 428, the Commissioner may invite the excess employee to accept voluntary retrenchment.
430. Where the Commissioner invites an excess employee to accept voluntary retrenchment, the employee will have four weeks in which to accept the offer.
431. Where the offer is accepted the Commissioner will consider whether to proceed with approval of the voluntary retrenchment, but will not give notice of termination under section 29(3)(a) of the PS Act before the end of the four week period, without consulting the employee.
432. As soon as possible within the four weeks referred to in clause 430, the Commissioner will give the excess employee information on:
- 432.1 the amount of severance benefit, pay in lieu of notice and paid leave credits;
 - 432.2 how to ascertain the amount of accumulated superannuation contributions;
 - 432.3 options open to the employee concerning superannuation; and



432.4 any taxation rules applying to the various payments.

which would be payable on voluntary retrenchment.

433. An excess employee invited to accept voluntary retrenchment will be provided with assistance up to a total of \$900 for financial advice and career counselling.

434. Only one offer of voluntary retrenchment will be made to an excess employee.

Period of Notice

435. Where the excess employee accepts voluntary retrenchment, the Commissioner may retrench the excess employee by giving the required notice of termination under section 29(3)(a) of the PS Act. The period of notice will be four weeks (or five weeks for an employee over 45 and with at least five years of continuous service).

436. Where an employee's employment is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice as set out in the Fair Work Act for the unexpired portion of the notice period.

Severance benefit

437. An employee whose employment is terminated under section 29(3)(a) of the PS Act following their agreement to be voluntarily retrenched is entitled to be paid a severance benefit of an amount equal to two weeks' salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the NES.

438. The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.

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

440. Service for severance benefit purposes means:

440.1 service in the Commission;

440.2 Government service as defined in section 10 of the Long Service Leave Act;

440.3 service with a Commonwealth body (other than service with a Joint Commonwealth-State body corporate) in which the Commonwealth has a controlling interest which is recognised for long service leave purposes;

440.4 service with the ADF;

440.5 APS service immediately preceding deemed resignation under repealed section 49 of the PS Act, if the service has not previously been recognised for severance pay purposes; and

440.5.1 an employee moved from the APS to that organisation with a transfer of function; or



440.5.2 an employee engaged by that organisation on work within a function is engaged in the APS as a result of the transfer of that function to the APS; and

440.5.3 such service is recognised for long service leave purposes.

Rate of Payment

441. For the purpose of calculating any payment under clause 437, salary will include:

441.1 the employee's salary at their substantive work value level; or

441.2 the salary of the higher work value level, where the employee has been working at the higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination; and

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

Accelerated separation option and additional payment

442. Where the Commissioner invites an excess employee to accept voluntary retrenchment, the Commissioner may also invite the excess employee to accept an accelerated separation option. This option provides, in addition to the severance benefit, a payment of a maximum of four weeks' salary in lieu of the consideration period referred to in clause 430 where the excess employee agrees to termination of employment and the employment is so terminated within 14 days of receiving an offer of voluntary retrenchment. Any payment to which the employee is entitled will be equal to the balance of the four week period referred to in clause 430.

Retention period

443. An excess employee will be entitled to the following retention period:

443.1 13 months where they have 20 or more years of service or are over 45 years of age; or

443.2 seven months.

444. If an employee is entitled to a redundancy payment under the NES, the retention period at clause 443 will be reduced by the employee's redundancy pay entitlement under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).

445. The retention period will commence on the day the employee is advised in writing by the Commissioner, in accordance with clause 428, that they are an excess employee.

446. The retention period will be extended by any periods of personal/carer's leave taken for the purposes of a personal illness or injury during the retention period.

447. Where:

447.1 an excess employee has been receiving redeployment assistance from a service provider for two months; and



- 447.2 the service provider advises that there is no reasonable prospect of redeployment in the APS; and
- 447.3 the Commissioner is satisfied that there is insufficient productive work available for the employee within the Commission during the remainder of their retention period

The Commissioner may, in consultation with the employee, terminate the employment of the employee under section 29 of the PS Act. Upon termination, the employee will be paid a lump sum comprising the balance of the retention period (as shortened for the NES under clause 444) and this payment will be taken to include the payment in lieu of notice of termination of employment, plus the employee's NES entitlement to redundancy pay.

Redeployment

- 448. Where an excess employee does not accept an offer of voluntary retrenchment or the accelerated separation option within four weeks of the offer being made, the redeployment arrangements of this Agreement will apply.
- 449. An excess employee will have access to the APS-wide redeployment mechanisms.
- 450. An excess employee will be entitled to a period of retention in which they will have access to the services of a provider approved by the Commissioner to the value of \$2600 in order to assist them to be redeployed. The employee is also entitled to funding for financial advice to the value of \$900 less any amount already paid in accordance with clause 433.
- 451. The Commissioner will take all reasonable steps, consistent with the interests of the efficient administration of the Commission, to assign new duties to an excess employee at their substantive classification within the Commission.
- 452. The Commissioner, after taking reasonable steps to find alternative employment in the Commission at the excess employees substantive classification, may, with four weeks' notice, allocate a lower classification to the employee, having determined that duties appropriate to that classification are to be performed by the employee. The employee will receive income maintenance to maintain their salary at the previous higher classification for the balance of the retention period.

Assistance

- 453. An excess employee, who is on a retention period, will be given assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment (where such expenses are not met by the prospective employer) and will be given reasonable time off work to attend job interview.
- 454. An excess employee required to move their household to a new locality as a result of an assignment to new duties at the same or lower classification may be entitled to reasonable expenses in accordance with clause 367 to 370.

Involuntary retrenchment

- 455. Subject to clause 452 the Commissioner under section 29 of the PS Act may terminate the employment of an excess employee who has not agreed to voluntary retrenchment and has not been permanently redeployed to an ongoing position.



456. The Commissioner will not terminate the employment of an excess employee if the excess employee has not been invited to accept an offer of voluntary retrenchment or has elected to accept an offer of voluntary retrenchment but the Commissioner has refused to approve it.



Attachment A – Base salaries

Pay Point	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026	
APS1.1	\$48,729	\$52,000			Broadband 1
APS1.2	\$50,409	\$52,425	\$54,516	\$57,497	
APS1.3		\$55,120	\$57,215	\$59,160	
APS1.4			\$57,787	\$60,946	
APS2.1	\$55,673	\$57,900	\$60,100	\$62,775	
APS2.2	\$57,968	\$60,287	\$62,578	\$64,706	
APS2.3	\$62,100	\$64,584	\$67,038	\$69,317	
APS3.1	\$64,859	\$67,453	\$70,016	\$72,397	Broadband 2
APS3.2	\$66,878	\$69,553	\$72,196	\$74,651	
APS3.3			\$72,837	\$76,820	
APS4.1	\$71,429	\$74,286	\$77,109	\$79,731	
APS4.2	\$72,516	\$75,417	\$78,283	\$80,945	
APS4.3	\$76,885	\$79,960	\$82,998	\$85,820	
APS4.4				\$86,246	
APS5.1	\$80,148	\$83,354	\$86,521	\$89,463	APS5
APS5.2	\$83,900	\$87,256	\$90,572	\$93,651	
APS5.3	\$87,650	\$91,156	\$94,620	\$97,837	
APS6.1	\$91,250	\$94,900	\$98,506	\$101,855	APS6
APS6.2	\$95,009	\$98,809	\$102,564	\$106,051	
APS6.3	\$99,064	\$103,027	\$106,942	\$110,578	
APS6.4				\$111,701	
EL1.1	\$111,086	\$115,529	\$119,919	\$123,996	EL1
EL1.2	\$113,791	\$118,343	\$122,840	\$127,017	
EL1.3	\$117,103	\$121,787	\$126,415	\$130,713	
EL1.4	\$121,242	\$126,092	\$130,883	\$135,333	
EL1.5	\$123,017	\$127,938	\$132,800	\$137,315	
EL1.6	\$126,093	\$131,137	\$136,120	\$140,748	
EL1.7	\$127,318	\$132,411	\$137,443	\$142,116	



Pay Point	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026	
EL2.1	\$139,290	\$144,862	\$150,367	\$155,479	EL2
EL2.2	\$142,303	\$147,995	\$153,619	\$158,842	
EL2.3	\$147,222	\$153,111	\$158,929	\$164,333	
EL2.4	\$150,013	\$156,014	\$161,943	\$167,449	
EL2.5	\$152,961	\$159,079	\$165,124	\$170,738	
EL2.6	\$155,099	\$161,303	\$167,433	\$173,126	
EL2.7	\$156,591	\$162,855	\$169,043	\$174,790	

GradAPSC Broadband

Pay Point	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026	
APS3.1	\$64,859	\$67,453	\$70,016	\$72,397	GradAPSC Broadband
APS3.2	\$66,878	\$69,553	\$72,196	\$74,651	
APS3.3			\$72,837	\$76,820	
APS4.1	\$71,429	\$74,286	\$77,109	\$79,731	
APS4.2	\$72,516	\$75,417	\$78,283	\$80,945	
APS4.3	\$76,885	\$79,960	\$82,998	\$85,820	
APS4.4				\$86,246	
APS5.1	\$80,148	\$83,354	\$86,521	\$89,463	
APS5.2	\$83,900	\$87,256	\$90,572	\$93,651	
APS5.3	\$87,650	\$91,156	\$94,620	\$97,837	



Attachment B – Supported Wage System

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

Definitions

2. In this schedule:

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

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

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

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

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

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

Eligibility criteria

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

Supported wage rates

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



Table 8 Applicable percentage of relevant minimum wage paid to applicable employees

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

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

Assessment of capacity

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

Lodgement of SWS wage assessment agreement

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



Review of assessment

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

Other terms and conditions of employment

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

Workplace adjustment

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

Trial period

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