



Australian Government
**Department of Employment
and Workplace Relations**

Department of Employment and Workplace Relations

Enterprise Agreement
2024-2027

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Section 1 - Technical matters

Title

1. This enterprise agreement will be known as the *Department of Employment and Workplace Relations Enterprise Agreement 2024-27*.

Parties to the enterprise agreement

2. The enterprise agreement covers:
 - (a) The Secretary of the Department of Employment and Workplace Relations (the department), for and on behalf of the Commonwealth of Australia as the employer
 - (b) all employees in the department employed under the PS Act other than Senior Executive Service employees or equivalent and
 - (c) subject to notice being given in accordance with section 183 of the FW Act, the following employee organisation which was a bargaining representative for this enterprise agreement:
 - (i) Community and Public Sector Union.

Operation of the enterprise agreement

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

Delegations

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

NES precedence

6. The terms of this enterprise 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 enterprise agreement is detrimental to an employee of the department in any respect when compared with the NES.

Closed comprehensive enterprise agreement

7. This enterprise agreement states the terms and conditions of employment of employees covered by this enterprise agreement, other than terms and conditions applying under relevant Commonwealth laws.
8. This enterprise 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 enterprise agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this enterprise agreement, the terms of this enterprise agreement will prevail.

Individual flexibility arrangements

10. The department and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the enterprise agreement if:
 - (a) the enterprise agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed
 - (ii) overtime rates
 - (iii) penalty rates
 - (iv) allowances
 - (v) remuneration and
 - (vi) leave and leave loading and
 - (b) the arrangement meets the genuine needs of the department and employee in relation to one or more of the matters mentioned in clause 10(a) and
 - (c) the arrangement is genuinely agreed to by the department and employee.
11. The department must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the FW Act
 - (b) are not unlawful terms under section 194 of the FW Act and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
12. The department must ensure that the individual flexibility arrangement:
 - (a) is in writing;
 - (b) includes the name of the department and employee
 - (c) is signed by the department and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement
 - (ii) how the arrangement will vary the effect of the terms
 - (iii) 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
 - (e) states the day on which the arrangement commences.
13. The department must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
14. The department or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement or
 - (b) if the department and employee agree in writing – at any time.
15. The department and employee are to review the individual flexibility arrangement at least every 12 months.

Definitions

16. The following definitions apply to this enterprise agreement:

Agency Head means the Secretary of the Department of Employment and Workplace Relations or the Secretary’s delegate.

APS means the Australian Public Service.

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 Award means *Australian Public Service Enterprise Award 2015*.

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.

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, other than a shiftworker, can perform ordinary hours.

Broadband refers to the allocation of more than one approved classification by the Secretary 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 defined by 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. This includes a former de facto partner.

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

Department means the Department of Employment and Workplace Relations.

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 enterprise 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 enterprise agreement.

Enterprise agreement means the *Department of Employment and Workplace Relations Enterprise Agreement 2024-27*.

Excess employee means an employee where the Secretary has determined:

- a) the employee is part of a class of employees that is larger in size than is necessary for the efficient and economical working of the department; or
- b) the services of an employee cannot be effectively used because of technological or other changes in the work methods of the department, or structural or other changes in the nature, extent or organisation of functions of the department; or
- c) the duties usually performed by the employee are to be performed in a different locality, the employee is not willing to perform the duties at the other locality and the Secretary has determined that the redeployment, retraining and redundancy provisions of this enterprise agreement will apply to that employee.

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
- (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 or
- (f) a person who has a strong affinity with the employee.

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

Full-time employee means an employee employed to work an average of 37 hours and 30 minutes per week in accordance with this enterprise agreement.

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

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

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

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

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

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

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

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

Partner means a spouse (including a former spouse) or de facto partner (including a former de facto partner).

Part-time employee means an employee employed to work less than an average of 37 hours and 30 minutes per week in accordance with this enterprise 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 enterprise 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 enterprise agreement.

Settlement period is the 4 week period beginning on a pay Thursday for the purposes of determining flex debit/credit carryover.

Shiftworker is an employee who is rostered to work ordinary hours outside of the period 7:00 am to 7:00 pm Monday to Friday and/or Saturdays, Sundays or public holidays for an ongoing or fixed period.

Standard day is 8:30 am to 12:30 pm and 1:30 pm to 5:00 pm (or 8:00 am to 12:00 pm and 1:00pm to 4:30 pm in the Northern Territory) Monday to Friday, except where a public holiday occurs.

Section 2: Remuneration

Salary increase

- 17. Salary rates will be as set out in Attachments A, B, C and D of this enterprise agreement.
- 18. The base salary rates in Attachments A, B, C and D include the following increases:
 - (a) 4.0 per cent from the first full pay period on or after 1 March 2024 (14 March 2024)
 - (b) 3.8 per cent from the first full pay period on or after 1 March 2025 (13 March 2025) and
 - (c) 3.4 per cent from the first full pay period on or after 1 March 2026 (12 March 2026).
- 19. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the payments in Attachments A, B, C and D were calculated based on the base salaries as at 31 August 2023.

Payment of salary

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

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

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

Salary setting

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

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

26. An APS employee moving to the department at the same classification level, whose salary immediately prior to transfer is below the maximum salary in the department for that APS classification, will have their salary rates set within the salary range for the classification at a rate closest to, but no lower than the existing salary.
27. Where an APS employee moves to the department at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the Secretary will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
28. Where the Secretary determines that an employee's salary has been incorrectly set, the Secretary may determine the correct salary and the date of effect.

Salary on reduction

29. Where an ongoing employee requests or agrees in writing to perform work at a lower classification level for a specified period, salary will be determined by the Secretary at a rate applicable to the lower level for the period specified. The rate will normally be the top of the range of the lower classification.
30. Where an employee permanently reduces to a lower classification level, by consent or direction from the Secretary, the Secretary will determine salary within the lower classification level having regard to the experience, qualifications and skills of the employee. The rate will normally be the top of the range of the lower classification.

Incremental advancement

31. On 15 July each year, an employee (excluding employees under the department's Training Broadband), who is not already on the maximum salary, will be eligible for salary advancement to the next pay point in their classification if the employee:
 - (a) has performed duties at that classification level or higher for 6 months of accumulative eligible service, or a period of at least 3 months of continuous eligible service, during the most recent annual performance cycle and
 - (b) has received ratings of 'Meets Expectations' (or equivalent) for both business deliverables and observable work behaviours as part of the most recent performance cycle ending 30 June each year.
32. Employees who are acting at a higher classification, and satisfy the above incremental advancement eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.
33. Eligible service for salary progression will include:
 - (a) periods of paid leave and unpaid parental leave
 - (b) periods of unpaid leave that count as service and
 - (c) service while employed on a non-ongoing basis.

34. 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.
35. Casual employees are not eligible for incremental advancement.
36. Additional salary advancement provisions for Government Lawyers are outlined in **Attachment C – Government Lawyer broadband and salary increases**.

Superannuation

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

Method for calculating super salary

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

Payment during unpaid parental leave

43. For employees who take unpaid parental leave, employer contributions will be made for a period equal to a maximum of 52 weeks, or as required by applicable legislation and fund requirements. Contributions will be based on the employer contribution amount in the full pay period immediately prior to commencing leave.

Overpayments

44. An overpayment occurs if the Secretary (or the department) 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 enterprise agreement).
45. Where the Secretary considers that an overpayment has occurred, the Secretary will provide the employee with notice in writing. The notice will provide details of the overpayment.
46. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Secretary in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.

47. If after considering the employee's response (if any), the Secretary confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the department in full by the employee.
48. The Secretary and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
49. The department and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
50. Interest will not be charged on overpayments.
51. Nothing in clauses 44 to 50 prevents:
 - (a) the department from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*
 - (b) the department from pursuing recovery of the debt through other available legal avenues or
 - (c) the employee or the department from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Salary packaging

52. Employees may access salary packaging and may package up to 100 per cent of salary.
53. Where an employee elects to access salary packaging, 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.

Supported wage system

54. An employee can get paid a percentage of the relevant pay rate for their classification in line with their assessed capacity to do the work if they:
 - (a) have a disability
 - (b) meet the criteria for a Disability Support Pension and
 - (c) are unable to perform duties to the capacity required.
55. Specific conditions relating to the supported wage system are detailed in **Attachment F – Supported Wage System**.

IT specialists

56. Arrangements for the Information Technology (IT) Specialist Designation are at **Attachment D – Information Technology Specialist Designation and salary**.

Section 3: Allowances

Higher duties allowance

57. 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.
58. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the Secretary.
59. Where an employee is found to be eligible for salary progression at their acting classification level, they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of the elapsed time.
60. Where an employee is assigned only part of the higher duties, the Secretary will determine the amount of allowance payable.
61. Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job sharing arrangement where the duration of the arrangement is at least 2 working weeks.
62. The Secretary may shorten the qualifying period for higher duties allowance on a case-by-case basis.
63. Where an employee is absent on paid leave, or observes a public holiday, and has been assigned duties at a higher classification, payment of higher duties allowance will continue during the absence as if the employee was still at work, to the extent of the continued operation of the assigned duties.

Health allowance

64. To assist the promotion of good health, the department will provide each employee employed in the department on 1 September each year with a health-related allowance to be paid as a lump sum on the first full pay period on or after 1 September of that year, as follows:
 - (a) APS 1 to APS 3 employees will receive \$500 and
 - (b) APS 4 to Executive Level 2 employees will receive \$200.
65. Employees who have commenced a period of leave without pay (other than maternity leave without pay) for a period of 6 months or more on or before 1 September each year will not be entitled to receive the health-related allowance for that year.

School holiday care allowance

66. The department will contribute to the cost of school holiday care for primary school children of employees required to work. If more than one carer works for the department, the allowance will only be paid when they are both at work.
67. On production of a receipt from a school holiday program provider, the department will reimburse up to a maximum of \$22.22 per child per day up to \$222.16 per family per week.

68. Reimbursement rates for the school holiday care allowance at clause 67 will be adjusted annually on 1 July each year against the previous 4 quarterly results for the Consumer Price Index (CPI) All Groups.

Departmental Liaison Officer (DLO) allowance

69. An employee who receives the annual DLO allowance is not entitled to claim for flex time or any overtime worked while performing the duties of a DLO. The rate of DLO allowance will be:

Table 1: DLO allowance rates

Rate from commencement of the enterprise agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$22,270 per annum	\$23,116 per annum	\$23,902 per annum

Cadet book and equipment allowance

70. A cadet employee is entitled to reimbursement for all compulsory fees paid and reasonable expenses incurred for books and equipment during the year relating to the approved study paid for that year.

Workplace responsibility allowance

71. Where an employee is appointed by the Secretary or elected by eligible peers to one of the following roles, and has successfully completed any required training programs and/or refresher courses, they will be entitled to receive a workplace responsibility allowance:

- (a) First Aid Officer
- (b) Health and Safety Representative
- (c) Emergency Warden
- (d) Harassment Contact Officer
- (e) Mental Health First Aid Officer and
- (f) Employee Support Officer.

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

73. The rate will be:

Table 2: Workplace Responsibility allowance rates

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

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

- 75. The Secretary will consider an employee’s physical availability to undertake the role when appointing and reappointing employees to these roles, noting that some roles may not necessarily require a physical presence in the workplace.
- 76. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full fortnightly rate, where they undertake any work during any given pay cycle, irrespective of the frequency or duration of the work undertaken.

Community language allowance

- 77. A community language allowance will be paid where the Secretary 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 Secretary. Further information is included in policy.
- 78. The allowance is paid in accordance with the employee’s level of competency:

Table 3: Community language allowance rates

Rate	Standard	Rate from commencement of the enterprise 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 Secretary, for simple communication.	\$1,768 per annum	\$1,835 per annum	\$1,897 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 Secretary.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

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

Overtime meal allowance

83. Where an employee (including a casual employee) who is eligible for overtime payment is directed to work overtime for at least 3 hours outside their ordinary hours, they are entitled to an overtime meal allowance. Where an employee works a further 5 hours overtime on a Saturday, Sunday or public holiday, they will receive an additional overtime meal allowance. The overtime meal allowance rate is set in accordance with the applicable Australian Taxation Office Determination.

Section 4: Classifications and broadbands

84. The department's classification structures and broadbands are detailed at Attachments A, B, C and D.

Training broadband

85. The Secretary may engage employees in entry level programs such as, but not limited to, graduate programs, apprenticeships, cadetships and traineeships.
86. The classification and progression arrangements for these employees will be set out in the relevant policy that applies to the program they are participating in.
87. The Training Broadband at **Attachment B – Training broadband** is used for those employees required to undertake a mandatory training or development program as a condition of advancement to a higher classification within the broadband.
88. Advancement to a higher classification within the broadband is subject to successful completion of the program.

Work level standards

89. The APS Work Level Standards continue to operate and describe the work at each of the classification levels in this enterprise 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

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

Reporting

91. Where a consultative committee is in place, the department will report to the department's 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 department.

Pathways to permanency

92. The department and the APS will comply with the casual conversion provision(s) of the FW Act. In addition, the department 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

93. A casual (irregular or intermittent) employee is defined in the definitions section.
94. A decision to expand the use of casual employees is subject to **Section 11: Consultation, representation and dispute resolution** of this enterprise agreement.
95. The department 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.
96. 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 enterprise agreement.
97. 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.
98. 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.
99. A casual employee who is eligible for Workplace Responsibility Allowance will be paid the full amount.

Non-ongoing employment

100. A non-ongoing employee is defined in the definitions section.

101. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this enterprise agreement's terms, except:
- (a) personal/carer's leave accrual at clause 208 and
 - (b) redundancy provisions at **Section 12: Separation and retention**, subject to clause 102.
102. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at **Section 12: Separation and retention** will apply.
103. If the redundancy provisions apply to an employee under clause 102, the department must adhere to the consultation requirements at **Section 11: Consultation, representation and dispute resolution** and, where applicable, the consultation provisions in **Section 12: Separation and retention**.

Usual location of work

104. The employee's usual location of work will be specified in writing. This may be through a letter of offer or other recruitment documentation, or as an assignment of duty under section 25 of the PS Act.
105. The Secretary and employee may agree to vary the employee's usual location of work on a temporary or permanent basis.

Working hours

106. All employees are required to maintain a record of attendance.
107. The ordinary hours for non-shiftworker full-time employees are 150 hours per settlement period, which equates to 7 hours and 30 minutes per day.
108. An employee's pattern of ordinary hours should be agreed between the employee and their manager. These ordinary hours may need to be varied on occasion by either the employee or the manager to accommodate operational or personal requirements.
109. Where agreement cannot be reached on the pattern of ordinary hours, the issue should be raised with the next level manager. Where agreement cannot be reached on the pattern of ordinary hours, the employee will work a standard day.
110. Shiftworker employees are required to work ordinary hours of 7 hours and 30 minutes per day averaged over a period of up to 28 days or the employee's roster cycle (whichever is the longest).
111. The bandwidth is a 12-hour period from 7:00 am to 7:00 pm Monday to Friday, except on a public holiday.
112. An employee may request to work an alternative regular bandwidth. If approved by the Secretary, ordinary hours worked on this basis will be treated as regular working hours and will not attract overtime payments. The department will not request or require that any employee alter their regular bandwidth under these provisions.
113. Employees must take a meal break of at least 30 minutes after 5 continuous hours of work. The maximum number of agreed working hours to be worked in a day is 10 hours, unless also working overtime.

114. Employees should not commence work on any day without having at least 8 hours plus reasonable travelling time minimum break from the previous day's work, including any overtime worked, without specific approval from the Secretary.
115. Where the Secretary requires an employee to resume or continue work without having had a minimum break, the employee will be paid at double the hourly rate for the hours worked, until they have had an 8 hour break plus reasonable travelling time.
116. Where all or some of the employee's minimum break occurs during ordinary hours, the employee will not lose pay for the absence.

Contact Centres Branch rostering arrangements

117. Within six months of the commencement of the enterprise agreement, in accordance with **Section 11: Consultation, representation and dispute resolution**, the department will commence a process to develop a rostering policy for Contact Centres Branch that reasonably balances the needs of employees and the department. The policy will include, but not be limited to the following:
 - (a) Processes for employees to share their preferences on working hours, breaks (taking into account work health and safety obligations) and planned leave
 - (b) A reasonable notice period for employees to receive their draft and/or final rosters to support work life planning
 - (c) A process for employees to negotiate roster changes.
118. Employees rostered to work in the Contact Centres Branch will be provided 15 minutes for preparation within their ordinary hours.

Flex time

119. Flex time is available to all APS 1-6 (and equivalent) employees. All hours must be recorded on the departmental flex sheet.
120. Employees accumulate flex time for hours worked between 7:00am to 7:00pm or within their agreed alternative bandwidth.
121. A flex credit is where an employee accumulates hours in excess of ordinary hours with the agreement of their manager. An employee may only carry over a maximum of 37.5 hours flex credit into the next settlement period. In exceptional circumstances and where the manager has expressly agreed to the additional hours being worked, greater than 37.5 hours may be carried over one settlement period.
122. In exceptional circumstances, the Secretary may:
 - (a) direct the excess flex leave to be taken so that the balance is below 37.5 hours, or
 - (b) offer the employee the option to cash out flex time credits in excess of 37.5 hours at an ordinary time rate, or
 - (c) convert the excess credits to annual leave on a one-to-one basis.
123. A flex debit occurs when the employee works less time than their ordinary hours. An employee may only accrue a flex debit and carry over a maximum of 15 hours flex debit into the next settlement period with the agreement of their manager.

124. Flex leave is where an employee works less than their ordinary hours on any given day and is not on any other form of leave. Flex leave requires prior approval by the employee's manager and, for periods of one day or more, reasonable notice is required.
125. Where there is insufficient work, a manager may require an employee not to work hours in addition to their ordinary hours.
126. Where an employee's manager considers the employee's attendance is unsatisfactory or that the employee is misusing flex, the employee may be required to work ordinary hours for a period specified by the manager.

Executive level time off in lieu

127. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
128. 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 department.
129. 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.
130. 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.
131. 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.
132. 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.
133. 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

134. Where operational requirements make it necessary, a manager may direct an employee to work outside the bandwidth or in excess of their ordinary hours on any day.
135. In determining whether the additional hours are reasonable, the manager will have regard to section 62(3) of the FW Act (NES). Employees may refuse to work unreasonable additional hours.
136. A non-shiftworker APS 1-6 employee directed to perform work outside the bandwidth or in excess of their ordinary hours on a given day will be paid overtime or, where agreed, TOIL of overtime payment at the applicable overtime rates.
137. A non-shiftworker casual employee will be entitled to overtime, but not casual loading, if the casual employee is directed to perform work:
 - (a) outside the bandwidth or
 - (b) in excess of 37.5 hours in a week

138. Where a period of overtime is not continuous with ordinary hours, the base period of overtime payment for such work will be calculated as if the employee had worked for 4 hours. When determining whether a period is continuous with ordinary hours, meal breaks should not be regarded as breaking continuity.
139. Overtime payments approved by an employee's manager will be calculated as follows:
- (a) **Monday to Saturday:** one and a half times the hourly rate for the first 3 hours each day and double the hourly rate thereafter
 - (b) **Sunday:** double the hourly rate or
 - (c) **Public Holiday:** 2 and a half times the hourly rate (except for duty on a public holiday within agreed ordinary hours, which will be paid at one and a half times the hourly rate in addition to normal salary payment for the day).
140. TOIL of overtime payment may be approved by an employee's manager under certain circumstances. Where TOIL in lieu of payment has been agreed and the employee has not been granted time off within 4 weeks or another agreed period due to operational requirements, payment of the original entitlement or the residual entitlement where the full entitlement was not granted will be made.
141. Executive level employees will only be eligible to receive overtime payments in exceptional circumstances with the approval of the Secretary.

Restriction allowance

142. Where an employee is required to remain contactable, available and able to perform extra duty outside their agreed ordinary hours (i.e. be restricted), they will be paid a restriction allowance, subject to approval by the Secretary.
143. Restricted employees will receive a restriction allowance at the rate of 9 per cent of their ordinary hourly rate for each hour they are restricted outside the bandwidth, subject to:
- (a) the employee remaining contactable, fit and available to perform extra duty and
 - (b) 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.
144. Restriction allowance is payable whether or not the restricted employee is required to perform duty outside the agreed ordinary hours. Where a restricted employee entitled to overtime payment is required to perform duty, overtime will be payable and subject to:
- (a) a one hour base rate of payment when work is performed without the necessity to travel to the workplace; or
 - (b) a 3 hour base rate of payment, including travel time, if work is required to be performed at the workplace.
145. 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.

146. Restriction allowance will continue to be paid for periods of overtime worked while restricted.

Emergency duty

147. Emergency duty will attract a base payment of 2 hours (which includes reasonable travel time) at double the hourly rate, which will be payable for all emergency duty without prior notice. Executive level employees will only be eligible to receive emergency duty payments in exceptional circumstances with the approval of the Secretary.

Shift work

148. Arrangements for shiftworkers are contained in **Attachment E – Shiftworkers**.

Section 6: Flexible working arrangements

149. The department, employees and their union recognise:
- (a) 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
 - (b) access to flexible work can support strategies to improve diversity in employment and leadership in the APS
 - (c) 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
 - (d) that flexibility applies to all roles in the department, and different types of flexible working arrangements may be suitable for different types of roles or circumstances and
 - (e) requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
150. The department is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the department at all levels. This may include developing and implementing strategies through the department's consultative committee.
151. 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

152. The following provisions do not diminish an employee's entitlement under the NES.
153. An employee may make a request for a formal flexible working arrangement.
154. The request must:
- (a) be in writing
 - (b) set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for) and
 - (c) 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.
155. The Secretary must provide a written response to a request within 21 days of receiving the request.
156. The response must:
- (a) state that the Secretary approves the request and provide the relevant detail in clause 157 or

- (b) if following discussion between the department and the employee, the department 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
- (c) state that the Secretary refuses the request and include the following matters:
 - (i) details of the reasons for the refusal and
 - (ii) set out the department’s particular business grounds for refusing the request, explain how those grounds apply to the request and
 - (iii) either:
 - i. 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 department would be willing to make or
 - ii. state that there are no such changes and
 - (iv) 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.

157. Where the Secretary approves the request this will form an arrangement between the department and the employee. Each arrangement must be in writing and set out:

- (a) any security and work health and safety requirements
- (b) a review date (subject to clause 161) and
- (c) the cost of establishment (if any).

158. The Secretary may refuse to approve the request only if:

- (a) the department has discussed the request with the employee and
- (b) the department 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
- (c) the department and the employee have not reached such an agreement and
- (d) the department has had regard to the consequences of the refusal for the employee and
- (e) the refusal is on reasonable business grounds.

159. Reasonable business grounds include, but are not limited to:

- (a) the new working arrangements requested would be too costly for the department
- (b) there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested

- (c) it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested
 - (d) the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity
 - (e) the new working arrangements requested would be likely to have a significant negative impact on customer service and
 - (f) 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.
160. For First Nations employees, the department must consider connection to country and cultural obligations in responding to requests for altering the location of work.
161. Approved flexible working arrangements will be reviewed by the department 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

162. An employee may request to vary an approved flexible working arrangement in accordance with clause 154. An employee may request to pause or terminate an approved flexible working arrangement.
163. The Secretary may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 165.
164. The department 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.
165. Prior to the Secretary varying, pausing or terminating the arrangement under clause 163, the department must have:
- (a) discussed with the employee their intention to vary, pause or terminate the arrangement with the employee
 - (b) 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)
 - (c) had regard to the consequences of the variation, pause or termination for the employee
 - (d) ensured the variation, pause or termination is on reasonable business grounds and
 - (e) informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 156(c).

Working from home

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

Ad-hoc arrangements

171. 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.
172. Employees should, where practicable, make the request in writing and provide as much notice as possible.
173. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 152 to 161.
174. The department 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.
175. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the department should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Part-time work

176. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
177. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
178. Employees are required to work at least 3 continuous hours on any agreed working day.
179. The part-time hours and days of work are to be agreed between the manager and employee in writing, having regard to operational requirements and the employee's circumstances.

Annual closedown

180. All departmental workplaces will be closed from 12:30 pm on the last working day before Christmas Day and reopen the first working day following the first day of January. This period will be known as the annual closedown.

181. Employees are not required to attend for duty during the annual closedown, unless otherwise directed by the Secretary, and will be paid in accordance with their ordinary hours of work. Where an employee is absent on leave, payment for the annual closedown will be in accordance with the entitlement for that form of leave (e.g. if on long service leave at half pay, payment is on half pay). There will be no deduction from annual or personal leave credits for the annual closedown.
182. Where an employee who is eligible for overtime and restriction provisions is directed to attend work or be available for work during the annual closedown, the overtime rate applicable to Sunday overtime will apply for the days designated as annual closedown.

Public holidays

183. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- (a) 1 January (New Year's Day)
 - (b) 26 January (Australia Day)
 - (c) Good Friday and the following Monday
 - (d) 25 April (Anzac Day)
 - (e) 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)
 - (f) 25 December (Christmas Day)
 - (g) 26 December (Boxing Day) and
 - (h) 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.
184. 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.
185. The Secretary 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.
186. The Secretary 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.
187. 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.
188. 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.)

189. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 183(a) to 183(h).
190. 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.
191. 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 Secretary 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 of time to their regular hours for the day in flex credit or EL TOIL in recognition of the planned day off.

Section 7: Leave

Annual leave

192. A full-time employee is entitled to 4 weeks paid annual leave for each completed year of service, which will accrue daily and be credited monthly.
193. A part-time employee's annual leave entitlement will accrue on a pro rata basis.
194. Annual leave credits may be taken at any time with the approval of the manager. Any unused annual leave accumulates. Annual leave counts as service for all purposes.
195. An employee may be granted annual leave at half pay. However, unless approved by the Secretary, annual leave may not be taken at half pay where the employee has an excess leave balance. Where an employee takes annual leave at half pay, the employee cannot access purchased leave in the same calendar year.
196. Periods of long service leave cannot be broken with annual leave, except as provided for by legislation.
197. Employees will receive payment in lieu of any untaken annual leave upon separation from the APS.

Excess annual leave

198. An annual leave balance is excess if a full-time employee has more than 40 days credit (or equivalent to 2 years' accrual), pro rata for part-time employees.
199. Where an employee has excess annual leave, they will work with their manager to agree on a plan to reduce the excess balance to 40 days or below.
200. If agreement cannot be reached, the manager may direct an employee to take one or more periods of annual leave to reduce the balance within 12 weeks of the direction. A direction issued under this subclause must be in writing and provide the employee at least 30 calendar days' notice.

Cashing out annual leave

201. An employee may request in writing to cash out annual leave so long as the remaining accrued entitlement to annual leave does not fall below 20 days (pro rata equivalent for part-time employees). The employee will be paid the full amount that would have been paid to the employee had the employee taken the leave that is cashed out.
202. The Secretary will not approve requests to cash out leave in accordance with this clause unless the employee has taken at least 10 days annual leave at the same time or has taken a block of 10 days annual leave (pro rata equivalent for part-time employees) in the same calendar year.

Purchased leave

203. Employees may purchase up to 8 weeks additional annual leave once per 12 month period by paying for the leave progressively over the course of the relevant period, subject to the approval of the Secretary.

204. Purchased leave is intended for use in a planned manner. When considering requests, managers will take into account operational requirements and the reasons for the employee's request.
205. Where an employee has purchased leave approved, they cannot take annual leave at half pay in the same calendar year.
206. Unless otherwise agreed, purchased leave not taken during the nominated 12 month period will automatically be reimbursed as salary.
207. Purchased leave counts as service for all purposes including superannuation.

Personal/carer's leave

208. Ongoing and non-ongoing full-time employees are entitled to 18 paid days personal leave every 12 months, which will accrue daily and be credited monthly.
209. A part-time employee's personal leave entitlement will accrue on a pro rata basis.
210. For an ongoing employee, 18 days personal/carer's leave will be credited upon the employee's commencement with the APS. After 12 months, the employee's leave will accrue on a daily basis.
211. For a non-ongoing employee, personal/carer's leave will be credited upon the employee's commencement with the department. This will be 18 days leave pro-rated based on the employee's initial contract period and is capped at 18 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue daily.
212. Where an employee commences with the department and has an existing accrued entitlement of personal/carer's leave under portability of leave provisions of this enterprise agreement, leave will accrue daily and be credited monthly.
213. 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.

Use of personal/carer's leave

214. Personal/carer's leave gives employees access to paid leave to be used when they are absent:
 - (a) due to personal illness or injury
 - (b) to attend appointments with a registered health practitioner
 - (c) to manage a chronic condition
 - (d) to provide care or support for a family member (including a household member), or a person they have caring responsibilities for, because:
 - (i) of a personal illness or injury affecting the other person
 - (ii) of an unexpected emergency affecting the other person or
 - (e) as a result of special or exceptional circumstances.

215. A person that an employee has caring responsibilities for may include a person who needs care because they:
- (a) have a medical condition, including when they are in hospital
 - (b) have a mental illness
 - (c) have a disability
 - (d) are frail or aged and/or
 - (e) are a child, not limited to a child of the employee.
216. A manager may approve personal/carer's leave without pay only where paid personal/carer's leave credits are exhausted.
217. Personal/carer's leave at half pay may be approved by the Secretary.
218. Personal/carer's leave is cumulative but will not be paid out on separation.
219. Where an employee has exhausted their paid personal/carer's leave entitlements, they are entitled to take 2 days unpaid leave for each occasion where a member of their family or household requires care because of illness, injury or unexpected emergency. The employee may be requested to provide medical or appropriate documentary evidence to their manager in support of their leave application.

Provision of medical certificates or other evidence

220. Medical certificates or other evidence may be requested when an employee takes more than 3 consecutive days of personal leave or more than 12 days of personal/carer's leave without evidence in a calendar year.
221. Acceptable evidence for the purpose of personal illness, injury or caring responsibilities includes:
- (a) a certificate from a registered health practitioner
 - (b) a statutory declaration or
 - (c) another form of evidence approved by the Secretary.
222. 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.
223. Statutory declarations used as evidence must set out why the employee is, or was, unable to attend work.
224. Where an employee does not provide acceptable evidence when requested, any personal leave will be without pay and treated as unauthorised absence.

Rehabilitation management

225. The opinion of a medical practitioner nominated by the department will be accepted over that of a medical practitioner nominated by an employee, to the extent that their opinions differ. For further information, employees should consult the Rehabilitation and Return to Work Policy.

Workers' compensation

226. An employee on workers' compensation leave under the *Safety, Rehabilitation and Compensation Act 1988*, whose compensation is calculated on the basis of actual hours worked, will have their annual and personal leave accrual calculated in the same way.

Portability of leave

227. Where an employee moves into the department 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.
228. Where an employee is engaged in the department 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.
229. Where an employee is engaged as an ongoing employee in the department, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the department or another agency), 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.
230. 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 department or another agency) 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.
231. Where an employee is engaged as an ongoing employee in the department, and immediately prior to the engagement the person was employed by a Commonwealth Government entity (other than in the Parliamentary Services which are covered in clause 228), the Secretary will offer to recognise any unused accrued personal/carer's leave at the employee's request.
232. Where an employee is engaged as an ongoing employee in the department, and immediately prior to the engagement the person was employed by a State or Territory Government, the Secretary may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
233. For the purposes of clauses 227 to 232, an employee with a break in service of less than 2 months is considered to have continuity of service.

Leave without pay that counts as service

234. Where an employee takes approved leave without pay in a calendar year, a cumulative total of up to 29 days will count as service. Any leave without pay taken thereafter during that calendar year will not count as service.

Cancellation of leave or recall to duty on leave

235. Where an employee's leave is cancelled by their manager without reasonable notice, or they are recalled to work from leave, reasonable travel costs, travelling time, incidental costs and any other unavoidable costs arising from the recall to duty will be reimbursed where they are not recoverable under insurance or from another source. All unused leave will be recredited.

Re-crediting of leave

236. When an employee is on:

- (a) annual leave
- (b) purchased leave
- (c) defence reservist leave
- (d) First Nations ceremonial leave
- (e) NAIDOC leave
- (f) cultural leave or

(g) long service leave and

becomes eligible for, under legislation or this enterprise agreement:

- (h) personal/carer's leave
- (i) compassionate or bereavement leave
- (j) jury duty
- (k) emergency services leave
- (l) leave to attend to family and domestic violence circumstances or
- (m) parental leave, premature birth leave, stillbirth leave or pregnancy loss leave,

the affected period of leave will be re-credited.

237. 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.

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

Long service leave

239. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

240. 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 236 of this enterprise agreement.

Miscellaneous leave

241. Miscellaneous leave provides flexibility to managers and employees. Miscellaneous leave may be granted, either with or without pay, for a purpose that the Secretary considers to be in the interests of the department and having regard to operational requirements.

242. The leave granted may be for the period requested or for another period, and to count as service or not to count as service. Where miscellaneous leave is refused, the manager will advise the employee (if requested) in writing of the reason for the decision to refuse leave.

243. Paid miscellaneous leave may be granted for casual employees to provide family and domestic violence leave or otherwise by Government directive.

Cultural, ceremonial and NAIDOC leave

NAIDOC leave

244. Employees may access up to one day of paid leave per calendar year to participate in NAIDOC week activities.
245. NAIDOC leave can be taken in part days.

First Nations ceremonial leave

246. 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.
247. The Secretary may also grant up to an additional 14 days in any 2 calendar years of leave without pay to First Nations employees for ceremonial purposes arising from the death of a family member or other ceremonial obligations. Ceremonial leave without pay counts as service for all purposes.
248. The Secretary may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
249. First Nations ceremonial Leave can be taken as part days.
250. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

251. The Secretary may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employee's particular faith or culture.
252. The Secretary may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
253. Cultural leave can be taken as part days.
254. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 246.

Parental leave

255. A primary caregiver, a secondary caregiver and ML Act are defined in the definitions section.
256. 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.

- 257. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.
- 258. 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.
- 259. Conditions in this enterprise agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this enterprise agreement.

Payment during parental leave

- 260. An employee is entitled to parental leave with pay as per clauses 262 and 263 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 enterprise agreement during the parental leave period that would otherwise be without pay.
- 261. Employees newly engaged in the department or who have moved to the department from another APS agency are eligible for the paid parental leave in clauses 262 and 263 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 262 and 263, the balance is available to the employee.
- 262. 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 4** below.

Table 4: Primary caregivers - circumstances for paid parental leave

Paid leave entitlement under the ML Act	Additional parental leave with pay under this enterprise 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

- 263. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in **Table 5** below.

Table 5: 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 enterprise agreement
Date of commencement of this enterprise 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

264. **Flexibility:** Parental Leave with pay, whether provided as maternity leave under the ML Act or under this enterprise 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.
265. **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.
266. **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

267. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this enterprise agreement for adoption or long-term foster care, provided that the child:
- (a) is under 16 as at the day (or expected day) of placement
 - (b) has not lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement and
 - (c) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
268. 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

269. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is 2 weeks.
270. A stillborn child is a child:
- (a) who weighs at least 400g at delivery or whose period of gestation was 20 weeks or more and
 - (b) who has not breathed since delivery and
 - (c) whose heart has not beaten since delivery.

Pregnancy loss leave

271. 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.
272. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this enterprise agreement.

Premature birth leave

273. 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 enterprise agreement, noting the parental leave period commences on the child's date of birth.

Transitional provisions

274. 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 273 until after the legislated paid maternity leave is used.

Returning from any type of parental leave

275. Employees returning to work after a period of parental leave will be assigned to the duties previously performed where available or to alternative duties where appropriate to the employee's skills and classification.
276. An employee returning to duty from parental leave will be provided with access to part time employment, upon application, until the child reaches 3 years of age. Thereafter, an employee may request flexible working arrangements in accordance with the flexible working arrangements provisions of the enterprise agreement.

Compassionate leave

277. Employees will be eligible for 3 days paid compassionate leave on each occasion when:

- (a) 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
 - (b) the employee or their partner has a miscarriage.
- 278. An employee may be asked to provide evidence to support their absences on compassionate leave.
- 279. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 280. For casual employees, compassionate leave is unpaid.

Bereavement leave

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

Emergency response leave

- 285. 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:
 - (a) the time engaged in the activity
 - (b) reasonable travelling time and
 - (c) reasonable recovery time.
- 286. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay, per year, if required. The Secretary may provide additional emergency response leave with pay.
 - (a) For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 287. Paid leave may be refused where the employee's role is essential to the department's response to the emergency.
- 288. 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.

289. The Secretary may approve reasonable paid or unpaid leave for ceremonial duties and training.
290. Emergency response leave, with or without pay, will count as service.

Jury duty

291. 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.
292. 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.
- (a) For the purposes of this clause, full rate of pay is to be as if the employee was at work.
293. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
294. 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 department for the period of absence. This will be administered in accordance with the overpayments clause.

Defence reservist leave

295. The Secretary will give an employee leave with or without pay to undertake:
- (a) Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS) and
 - (b) Australian Defence Force Cadet obligations.
296. An employee who is a Defence Reservist can take leave with pay for:
- (a) up to 4 weeks (20 days) in each financial year (pro rata for part-time employees) and
 - (b) an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro rata for part-time employees).
297. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
298. 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:
- (a) Australian Navy Cadets
 - (b) Australian Army Cadets and
 - (c) Australian Air Force Cadets.
299. In addition to the entitlement at clause 296, 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.
300. Paid defence reservist leave counts for service.

- 301. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- 302. Unpaid leave taken over 6 months counts as service, except for annual leave.
- 303. An employee will not need to pay their tax free ADF Reserve salary to the department for any reason.

Volunteer leave

- 304. Employees may be granted up to 2 days paid leave each calendar year to volunteer with a registered community organisation. Employees covered by the Government Lawyer Broadband may request to use the leave to volunteer legal services.
- 305. Paid leave will not be available to attend ceremonial functions unless the organisation certifies in writing that the employee is required to attend as part of their duties.

Defence service sick leave

- 306. 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:
 - (a) war-like service; or
 - (b) non-war like service.
- 307. An eligible employee can get 2 types of credits:
 - (a) an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
 - (i) they start employment with the APS; or
 - (ii) DVA certifies the condition; and
 - (b) an annual credit of 3 weeks (15 days) defence service sick leave.
- 308. 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.
- 309. Unused annual credits can be built up to 9 weeks.
- 310. An employee cannot use annual credits until the initial credit is exhausted.
- 311. Defence service sick leave is paid and counts as service for all purposes.
- 312. Employees who re-join the APS following an earlier period of APS employment in which they had been credited with defence service sick leave will be credited with:
 - (a) any initial credit that remained unused at the final day of the prior APS employment and
 - (b) any annual credit held on the final day of the prior APS employment.

Leave to attend proceedings

313. 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.
314. An employee who is not covered under clause 313, 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 department.
315. An employee may otherwise be granted paid or unpaid miscellaneous leave by the Secretary 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 TOIL.
316. The Secretary 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 8: Employee support and workplace culture

Diversity

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

Blood donation

319. 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 the department will consider employees on duty.
320. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

Vaccinations

321. The department will offer annual influenza vaccinations to all employees at no cost.
322. Where the department 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

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

Respect at work

Principles

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

326. The department 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

327. The department will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
328. The department recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
329. Family and domestic violence support, including paid leave, are available to all employees covered by this enterprise agreement.
330. An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- (a) illness or injury affecting the employee resulting from family and domestic violence
 - (b) 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
 - (c) 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
 - (d) making arrangements for the employee's safety, or the safety of a close relative
 - (e) accessing alternative accommodation
 - (f) accessing police services
 - (g) attending court hearings
 - (h) attending counselling and
 - (i) attending appointments with medical, financial or legal professionals.
331. 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.
332. 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.
333. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
334. Paid miscellaneous leave available under clause 330 is paid for ongoing and non-ongoing employees at their full rate of pay as if they were at work.
335. Paid miscellaneous leave for casual employees under clause 330 is paid at their full rate of pay for the hours they were rostered to work in the period they took leave.

336. Evidence may be requested to support the department 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 department will require, unless the employee chooses to provide another form of evidence.
337. 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.
338. The department will take all reasonable measures to treat information relating to family and domestic violence confidentially. The department will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the department may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
339. Where the department needs to disclose confidential information for purposes identified in clause 338, where it is possible the department will seek the employee's consent and take practical steps to minimize any associated safety risks for the employee and/or privacy breaches.
340. The department 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.
341. Other available support may include, but is not limited to, flexible working arrangements, additional access to the Employee Assistance Program, changes to their bandwidth or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
342. The department 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.
343. 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

344. The department 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 the department's decisions.
345. 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.
346. Employees can, during their ordinary work hours, take time to:
 - (a) access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the department; and
 - (b) attend the department's mandated training about integrity.

First Nations cultural competency training

347. The Secretary will take reasonable steps to ensure all substantive, ongoing Executive Level 2 employees employed at the commencement of this enterprise agreement or any new substantive, ongoing Executive Level 2 employees who commence within the first 6 months of this enterprise agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the enterprise agreement.
348. Any new substantive, ongoing Executive Level 2 employee who commences after 6 months of the commencement of this enterprise 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

349. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
350. The department will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 351. In considering whether a space is appropriate, the department should consider whether:
- (a) there is access to refrigeration
 - (b) the space is lockable
 - (c) there are facilities needed for expressing, such as appropriate seating.
351. Where it is not practicable for a departmental site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
352. The department will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
353. 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.
354. Further information is available in policy.

Disaster support

355. 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 Secretary will consider flexible working arrangements to assist the employee to perform their work.
356. Where flexible working arrangements are not appropriate, the Secretary 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.

357. In considering what period of leave is appropriate, the Secretary will take into account the safety of the employee, their family (including their household) and advice from local, State/Territory and Commonwealth authorities.

Section 9: Performance and development

Performance management

358. Employees must participate in the department's performance management arrangements. The performance management cycle runs from July to June each year.
359. All employees will be required to have a current performance agreement, except non-ongoing employees engaged for less than 3 months.
360. The purpose of the performance management arrangements is to:
- a) develop a culture of high performance in the department
 - b) align individual performance requirements with business outcomes
 - c) ensure that employees have a clear understanding of their role, and the performance standards expected of them and
 - d) identify and plan for learning and development needs.
361. Further information is contained in the Performance Policy, including the responsibilities, rights and obligations of managers and employees.

Managing underperformance

362. Underperformance is when a manager makes an assessment that an employee's performance does not meet expectations.
363. Where underperformance is identified, the department will work with affected employees and their managers to attain and sustain the standards required.
364. For more information on managing underperformance, employees should consult the Underperformance Procedures. The underperformance procedures have been developed under the principles of procedural fairness and natural justice, and provide rights to representation.

Workloads

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

Learning and development

368. The department is committed to ensuring that employees have the skills and knowledge they require to perform their duties and to support employee career development. Employees and

managers are jointly responsible for identifying learning and development needs and opportunities.

Study assistance

369. An employee undertaking formal study may be eligible to apply for study assistance, which may include:

- (a) reimbursement of costs up to \$4,000 per year and/or
- (b) a maximum of 8 hours per week paid leave (15 hours for First Nations employees and/or employees with disability seeking reasonable adjustment), that can be used weekly, accumulated and used as a leave bank, or both.

Professional qualifications

370. The department will reimburse professional association membership costs and/or accreditation or registration fees, where these are required for the performance of an employee's duties, up to \$1,000 per annum. This reimbursement is subject to the employee providing suitable evidence of the expense.

Support for graduate lawyers

371. Eligible graduate lawyers will receive support to complete practical legal training and to gain admission to practice. This may include reimbursement of expenses, payment of admission fees and study leave.

372. Eligible graduate lawyers are those employees who have been assessed as having the capacity to concurrently meet the requirements of both the Graduate Program and the Practical Legal Training, and who meet the conditions set out in the relevant Practical Legal Training and Admission Policy.

Section 10: Travel and location-based conditions

Travel

373. During the life of the enterprise agreement, the department will review arrangements supporting employee travel, with an aim to improve the efficiency and effectiveness of travel-related payments and administration. As a general principle, the department will not pursue any revised arrangement if it would result in an overall reduction in benefits for employees. Following a review and consultation in accordance with **Section 11: Consultation, representation and dispute resolution** of this enterprise agreement, the Secretary may decide to implement revised arrangements in lieu of clauses 374 to 378. Revised travel arrangements will be reflected in the Travel Policy.
374. An employee who undertakes travel on official business and is required to be away from home overnight will be entitled to have actual travel expenditure within the indicative daily cap paid for or reimbursed by the department. For further information, employees should consult the Travel Policy.
375. Where the Secretary decides that the accommodation rate is insufficient in specific circumstances, a higher rate may be approved.
376. Employees whose travel includes an overnight stay may withdraw from an Automatic Teller Machine an amount up to the relevant rate in the Travel Policy for incidentals and meals, without the requirement to provide receipts of expenditure. Any cash withdrawal will reduce the daily rates available for accommodation and other meals or incidental costs by the amount withdrawn.
377. Where an employee chooses to stay in non-commercial accommodation, employees may access up to \$55 per night to meet expenses associated with staying in non-commercial accommodation.

Part day travel allowance

378. Where an employee is required to travel for official business purposes for a period of 10 hours or more but no overnight stay is required, a part day travel allowance of \$40 will be payable to the employee.

Reviewed travel allowance

379. Payment arrangements and the level of entitlement for travel expenses will be reviewed after 21 days away from home (in the one location) and paid on the basis of reasonable actual expenses or an alternative package of assistance approved by the Secretary. A trip home will not be regarded as a break for the purposes of determining reviewed travel allowance.

Recognition of travel time

380. For APS 1–6 (and equivalent) employees, travel on official business undertaken within the bandwidth, may be recorded as flex time.
381. Travel time will not be paid as overtime.
382. Reasonable TOIL may be granted where employees are directed to travel outside the bandwidth.

Airline lounge membership

383. Where it is anticipated that 8 or more business trips will be required to be undertaken in a 12 month period, airline lounge membership is available for that period.

Motor vehicle allowance

384. Where the Secretary authorises an employee to use their private vehicle for official business purposes, the employee will be paid a motor vehicle allowance in accordance with the relevant Australian Taxation Office Determination, as updated from time to time.

Emergency situations while travelling on official business

385. Assistance may be authorised by the Secretary in situations where, while an employee is travelling on official business:

- (a) an employee becomes critically or dangerously ill and the employee's partner or a family member travels to visit the employee or
- (b) a member of the employee's family or the employee's partner's family dies or becomes critically or dangerously ill and the employee travels to visit the critically or dangerously ill family member.

386. The assistance may comprise:

- (a) reimbursement to the employee for the cost of an economy return airfare in respect of travel within Australia and
- (b) where the use of a motor vehicle is approved, or is the most appropriate form of travel, motor vehicle allowance consistent with provisions in this enterprise agreement.

Family care expenses when travelling

387. When an employee with family caring responsibilities is required to travel away from home for official purposes, the department will provide reimbursement on production of receipts for the full cost of 'additional commercial care' (over normal caring arrangements).

388. Where commercial care is not available, the Secretary has the discretion to approve the cost of the care provided by other arrangements. This reimbursement will be up to \$60 per night subject to provision of satisfactory evidence.

Relocation assistance

389. Where an existing employee is required to relocate at the request of the department, 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.

390. Where an employee is required to relocate on engagement with the department, the employee will be provided with financial relocation assistance.

391. Reasonable expenses associated with the relocation include:

- (a) the cost of transport of the employee, dependants and partner by the most economical means

- (b) removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner
- (c) the reimbursement of the cost of the insurance premium based on a reasonable replacement value and
- (d) the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.

392. Additional relocation assistance may be considered by Secretary discretion.

Employee initiated transfer

- 393. Where an employee of the department applies for transfer at level or promotion which involves permanently moving from one geographic locality to another, the employee may request a relocation assistance package for reimbursement of reasonable expenses.
- 394. Employees requesting transfer to another locality for personal reasons are generally not eligible for relocation assistance.

Disturbance allowance

- 395. Where the household effects of an existing employee, to whom the relocation provisions apply, have been removed at departmental expense from the employee’s former locality to the new locality, the employee is entitled to be paid a one-off disturbance allowance of \$810 for an employee who relocates alone or \$1,500 for an employee who relocates with a spouse, partner or dependant.
- 396. Where an employee has received disturbance allowance at the new locality and subsequently relocates within the new locality, no further disturbance allowance is payable.

Remote localities assistance

- 397. Where an employee is engaged or relocated to a remote locality, assistance will be provided to recognise the climatic condition and lack of access to services in remote localities due to the geographical location. The amount payable per annum for the life of the enterprise agreement is at clause 398. For further information, employees should consult the Remote Localities Assistance Policy.
- 398. Four categories have been determined for payment of remote localities assistance, depending on the level of remoteness. The amounts payable for the categories are:

Table 6: Remote localities assistance rates

	Category 1	Category 2	Category 3	Category 4
With dependants	\$5,974	\$11,950	\$16,729	\$20,911
Without dependants	\$4,182	\$8,365	\$11,710	\$14,638

Payment of remote localities assistance

399. Employees eligible for remote localities assistance will receive payment of the allowance as follows:
- (a) 40 per cent of the relevant amount paid fortnightly (pro rata for part-time employees) from the date of commencement of service at the location and
 - (b) an annual payment of 60 per cent of the relevant amount following completion of 12 months continuous service and after each completed 12 months service thereafter (pro rata basis for employees ceasing work at that location).
400. Accumulated periods of miscellaneous leave without pay not to count as service that exceed 30 calendar days or more will defer the annual 60 per cent payment. Where the accumulated period of miscellaneous leave without pay exceeds 30 calendar days, the entire period will affect the annual payment.
401. The amount of remote localities assistance will be regarded as salary for taxation purposes.

Section 11: Consultation, representation and dispute resolution

Consultation

Principles

402. 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.
403. The department recognises:
- (a) the importance of inclusive and respectful consultative arrangements
 - (b) employees and the relevant union(s) should have a genuine opportunity to influence decisions
 - (c) the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on departmental policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process
 - (d) consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice and
 - (e) the benefits of employee and union involvement and the right of employees to be represented by their union.
404. Genuine and effective consultation involves:
- (a) providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made
 - (b) providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues
 - (c) considering feedback from employees and the relevant union(s) in the decision-making process and
 - (d) 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

405. Consultation is required in relation to:
- (a) changes to work practices which materially alter how an employee carries out their work
 - (b) changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural)
 - (c) major change that is likely to have a significant effect on employees
 - (d) implementation of decisions that significantly affect employees

- (e) changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this enterprise agreement) and
- (f) other workplace matters that are likely to significantly or materially impact employees.

406. The department, 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 department. 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

407. This clause applies if the department:

- (a) 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
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

408. 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.

409. The department must recognise the representative if:

- (a) relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation and
- (b) the employee or employees advise the employer of the identity of the representative.

Major change

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

- (a) the termination of the employment of employees or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure) or
- (d) the alteration of hours of work or
- (e) the need to retrain employees or
- (f) the need to relocate employees to another workplace or
- (g) the restructuring of jobs.

411. The following additional consultation requirements in clause 412 to 418 apply to a proposal to introduce a major change referred to in clause 405(c).
412. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 407.
413. Where practicable, the department's 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.
414. The department must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
415. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 406, the department must:
 - (a) discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - (i) the proposed change
 - (ii) the effect the proposed change is likely to have on the employees and
 - (iii) proposed measures to avert or mitigate the adverse effect of the proposed change on the employees and
 - (b) for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - (i) all relevant information about the proposed change, including the nature of the change proposed and
 - (ii) information about the expected effects of the proposed change on the employees and
 - (iii) any other matters likely to affect the employees.
416. The department 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.
417. However, the department is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
418. If a term in this enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the department, the requirements set out in clauses 412 to 416 are taken not to apply.

Change to regular roster or ordinary hours of work

419. The following additional consultation requirements in clause 420 to 422 apply to a proposal to introduce a change referred to in clause 405(e).
420. The department must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
421. As soon as practicable after proposing to introduce the change, the department must:

- (a) discuss with employees and the relevant union(s) and/or other recognised representatives:
 - (i) the proposed introduction of the change and
- (b) for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - (i) all relevant information about the proposed change, including the nature of the proposed change and
 - (ii) information about what the employer reasonably believes will be the effects of the proposed change on the employees and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees and
- (c) 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 department is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.

422. The department 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

423. 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*.

Departmental consultative committee

424. The department will establish and maintain a consultative committee for the duration of this enterprise agreement. The consultative committee will be the key mechanism for general staff consultation between the department and employee representatives.

425. The consultative committee will meet at least 3 times annually.

426. The consultative committee will operate subject to an agreed terms of reference and structure for the term of the enterprise agreement.

427. The consultative committee's membership will consist of:

- (a) 4 management representatives and the Chair
- (b) one elected employee representative from each of the department's Groups
- (c) 2 representatives nominated by the CPSU and
- (d) one employee representative from each of the department's Employee Diversity Networks.

APS consultative committee

428. The Secretary will support the operation of the APS consultative committee to the extent possible. This includes providing information requested by the Australian Public Service Commission to support the operation of the APS consultative committee, subject to legislative requirements.

Dispute resolution

429. If a dispute relates to:

- (a) a matter arising under the enterprise agreement or
- (b) the NES

this term sets out procedures to settle the dispute.

430. An employee or union who is covered by this enterprise agreement may initiate and/or be a party to a dispute under this term.
431. 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.
432. 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.
433. If a dispute about a matter arising under this enterprise agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 432 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
434. The Fair Work Commission may deal with the dispute in 2 stages:
- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute and
 - (ii) make a determination that is binding on the parties.

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

435. While the parties are attempting to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform their work as they would normally in accordance with established custom and practice at the department that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety and

(b) subject to clause 435(a), 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:

- (i) the work is not safe or
- (ii) applicable work health and safety legislation would not permit the work to be performed or
- (iii) the work is not appropriate for the employee to perform or
- (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

436. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

437. Any disputes arising under a PS Act determination or the NES that were formally notified under the relevant determination before the commencement of this enterprise agreement, that remain unresolved at the date of commencement of this enterprise agreement, will be progressed under the dispute resolution procedures in this enterprise agreement.

Leave of absence to attend proceedings

438. Where the provisions of clauses 429 to 433 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 431, 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 433.

Delegates' rights

439. 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 department.

440. The role of union delegates is to be respected and supported.

441. The department and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

442. The department respects the role of union delegates to:

- (a) provide information, consult with and seek feedback from employees in the workplace on workplace matters
- (b) consult with other delegates and union officials, and get advice and assistance from union officials
- (c) represent the interests of members to the employer and industrial tribunals and
- (d) represent members at relevant union forums, consultative committees or bargaining.

443. The department 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.
444. 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.
445. To support the role of union delegates, the department will, subject to legislative and operational requirements, including privacy and security requirements:
- (a) provide union delegates with reasonable access to departmental facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials
 - (b) advise union delegates and other union officials of the departmental facilities and resources available for their use, which may include telephone, photocopying, internet, and email
 - (c) allow reasonable official union communication appropriate to the department 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 the department vetoing reasonable communications
 - (d) provide access to new employees as part of induction and
 - (e) provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
446. Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or the department before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

Section 12: Separation and retention

Resignation

447. An employee may resign from their employment by giving the Secretary at least 14 calendar days' notice, except where the employee has less than one year of continuous service, in which case the employee is required to give one week's notice.
448. At the instigation of the Secretary, 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.
449. The Secretary has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

Payment on death of an employee

450. Where an employee dies, or the Secretary has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the Secretary 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

451. The following provisions apply to all employees covered by this enterprise agreement, excluding an employee serving a probationary period and a non-ongoing employee.
452. The department will, as far as possible, avoid involuntary redundancies. Reasonable steps will be taken to facilitate redeployment opportunities at level across the department and the APS for excess or potentially excess employees.
453. An offer of voluntary redundancy to an employee who is not fit for and not at work may be made to an employee who is excess in accordance with the clauses below only where the Secretary, having regard to the Commonwealth's liability, decides it is appropriate.

Discussion and consideration period

454. Where an excess employee situation is identified, the Secretary will:
- (a) advise the employee(s) directly affected of the situation, the reasons and scope and invite the employee(s) to nominate a representative
 - (b) discuss the voluntary redundancy and reassignment processes with affected employees
 - (c) hold discussions with the employee(s) and their nominated representatives and
 - (d) offer the affected employee(s) voluntary redundancy.

455. The employee(s) will have 2 months in which to consider the offer of voluntary redundancy. An employee who has received an offer of voluntary redundancy must advise the Secretary, in writing, before the end of the discussion and consideration period whether they wish to be considered for reassignment or voluntary redundancy.
456. Employees will become excess one month after being made an offer of voluntary redundancy, unless during this time their employment has been terminated, they have been redeployed or the Secretary decides they are no longer in an excess situation.
457. If the employee does not respond, the employee will be taken to have a preference to be considered for reassignment, and their retention period will commence in accordance with clause 477.

Voluntary redundancy offer

458. The offer must state when the Secretary proposes to issue the termination notice if the offer is accepted.
459. The offer should include the following information to assist the employee in their considerations:
 - (a) amount payable as redundancy pay, pay in lieu of notice and accrued annual and long service leave credits
 - (b) superannuation entitlements upon voluntary redundancy
 - (c) superannuation options
 - (d) taxation rules applicable to the various payments
 - (e) the availability of financial assistance, on a reimbursement basis, towards obtaining independent financial advice up to the value of \$1,200.
460. Should the employee request and receive an earlier termination date that falls within the discussion and consideration period, the employee will be entitled to receive payment for the unexpired portion of the discussion and consideration period.

Career transition assistance

461. At the time the employee is offered a voluntary redundancy or as soon as possible thereafter but no later than 2 weeks after the voluntary redundancy offer, potentially excess employee(s) will be offered career transition assistance which will include:
 - (a) advice on the reassignment and redundancy process
 - (b) a point of contact for individual queries
 - (c) assistance with identifying reassignment opportunities and/or
 - (d) training/redeployment assistance.
462. Employees may also access the department's Employee Assistance Program for free personal counselling.

Voluntary redundancy process

463. If an employee accepts an offer of voluntary redundancy, and the Secretary agrees to the redundancy, the Secretary will issue a 'notice of termination' under section 29 of the PS Act.
464. The period of notice will be 4 weeks, or 5 weeks for an employee over 45 years of age with at least 5 years of continuous, current APS service at the time of the offer. Where an employee elects to terminate their employment before the expiration of the notice period, payment in lieu for the unexpired portion of the notice period will be made.
465. Notice of termination will not be given before the end of the discussion and consideration period without the agreement of the employee.
466. Only one offer of voluntary redundancy will be made to an employee.
467. Job exchanges will be available until the end of the discussion and consideration periods. A job exchange is where a departmental employee who has been offered voluntary redundancy but does not want one, swaps jobs with an employee from within the department or from another agency who is not excess but who wants voluntary redundancy. Job exchanges are subject to the Secretary's approval on a case-by-case basis.
468. An employee will not be made involuntarily redundant if the employee has not been offered a voluntary redundancy, or has requested, but not received an offer of voluntary redundancy.

Severance pay

469. An employee who accepts voluntary redundancy and whose employment is terminated under section 29 of the PS Act on the grounds that they are excess to requirements will be entitled to the following severance pay, subject to any minimum amount the employee is entitled to under the NES:
 - (a) 2 weeks of salary for each completed continuous year of service and
 - (b) a pro rata payment for completed continuous months of service since the last completed year of service.
470. The minimum amount of severance pay is an amount equal to 4 weeks' salary and the maximum amount payable is an amount equal to 48 weeks' salary.
471. Severance pay is calculated on a pro rata basis for any period of service when the employee worked part-time, subject to any minimum amount the employee is entitled to under the NES.
472. For an excess employee, salary includes:
 - (a) the employee's substantive salary on the date of termination and
 - (b) higher duties allowance where the employee has received the allowance for a continuous period of at least 12 months immediately preceding the date on which the employee is given a formal offer of a voluntary redundancy and
 - (c) 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.

Service for severance pay purposes

473. Service for severance pay purposes means:

- (a) service in the department
- (b) Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*
- (c) service with a Commonwealth body (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes
- (d) service with the Australian Defence Force
- (e) APS service immediately preceding deemed resignation under repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes
- (f) service in another organisation where an employee was transferred from that organisation with a transfer of function; or an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.

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

- (a) the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer or
- (b) the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS under the repealed section 49 of the *Public Service Act 1922*.

Service not to count for severance pay purposes

475. Periods of service that will not count as service for redundancy pay purposes are previous periods of service that ceased by way of:

- (a) termination under section 29 of the PS Act or
- (b) prior to the commencement of the PS Act, by way of redundancy; forfeiture of office, retirement on the grounds of invalidity, inefficiency or loss of qualifications; dismissal or termination of probationary appointment for reasons of unsatisfactory service or
- (c) voluntary retirement at or above the minimum retiring age applicable to the employee or
- (d) payment of a redundancy benefit or a similar payment or an employer-financed retirement benefit.

476. Absences from duty which do not count as service for long service leave purposes will not count for severance pay purposes.

Retention period

477. Should an employee not accept the formal offer of voluntary redundancy, the employee will commence their retention period one month after the offer of voluntary redundancy. The notice period will be concurrent with the retention period.
478. The purpose of the retention period is to enable excess employees to be reassigned within the APS or to find other suitable employment. Consistent with this, during the retention period:
- (a) the department will continue to provide and resource reasonable career transition services and support, and take all reasonable steps to move an excess employee to a suitable vacancy, to another agency or to pursue placements outside the APS consistent with this enterprise agreement, and
 - (b) employees will take all reasonable steps to secure permanent reassignment or placement.
479. The retention period is:
- (a) 13 months where an employee has 20 or more years of continuous, current service with the APS or is over 45 years of age or
 - (b) 7 months for other employees.
480. If an employee is entitled to a redundancy payment under the NES, their retention period is reduced by the employee's redundancy pay entitlement under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).

Redeployment

481. The following provisions will apply to employees during their retention period.
- (a) The employee can access up to \$1,200 for payment for outplacement services or training opportunities that would be expected to enhance the employment prospects of employees.
 - (b) Excess employees of the department will be considered first and in isolation from, and not in competition with, other applicants who are not excess for an advertised vacancy to which the employee seeks transfer but only at or below the employee's level. In placing excess employees, consideration will be given to the employee's current skills and experience or the employee's ability to acquire the relevant skills for the advertised vacancy in a short period of time.
 - (c) Suitable trial placements in other organisations, including private sector organisations, will be funded for up to 3 months where there is an identifiable opportunity for permanent placement and no job swap arrangement is involved. An individual employee may undertake more than one trial placement.
 - (d) The employee will be entitled to reasonable paid leave for the purpose of attending employment interviews and may request assistance in meeting reasonable travel costs and incidental expenses incurred by the employee in seeking alternative employment, where these are not met by the prospective employer.
 - (e) The employee may, after being given 4 weeks of notice (or 5 weeks for employees over 45 years old who have completed at least 5 years of continuous, current APS

service), be reduced in classification as a means of securing alternative employment. If reduction occurs after the offer of voluntary redundancy and before the end of the retention period, the employee will receive payments to maintain the employee's salary level for the balance of the retention period.

Extension of the retention period

482. Retention periods will only be extended by periods of approved leave due to the employee's illness or injury (supported by medical evidence) taken during the retention period. The period will not be extended on these grounds beyond an additional 8 weeks.

Involuntary redundancy

483. If an excess employee is unsuccessful in obtaining permanent reassignment at the end of the retention period, the employee's employment will be terminated under section 29 of the PS Act. An employee may be entitled to a redundancy payment under the NES.

484. Where an excess employee's employment is to be terminated the employee will be given 4 weeks' notice of termination (or 5 weeks for an employee over 45 years of age with at least 5 years of continuous, current APS service). This period of notice will be served, as far as practicable, concurrently with the retention period.

Attachment A – General classifications, broadbands and salary increases

Table 7: General classification salary rates

Broadband	Classification	ICT stream*	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
	Executive Level 2	ICT Executive Level 2	4	\$163,848	\$170,402	\$176,877	\$182,891
			3	\$153,420	\$159,557	\$165,620	\$171,251
			2	\$144,748	\$150,538	\$156,258	\$161,571
			1	\$136,498	\$141,958	\$147,352	\$152,362
Hard barrier – Advancement subject to a merit process							
	Executive Level 1	ICT Executive Level 1	4	\$128,200	\$133,328	\$138,394	\$143,099
			3	\$121,755	\$126,625	\$131,437	\$135,906
			2	\$118,781	\$123,532	\$128,226	\$132,586
			1	\$115,996	\$120,636	\$125,220	\$129,477
Hard barrier – Advancement subject to a merit process							
Broadband 2	APS 6	ICT APS 6	3	\$103,731	\$107,880	\$111,979	\$115,786
			2	\$97,401	\$101,297	\$105,146	\$108,721
			1	\$94,332	\$98,105	\$101,833	\$105,295
	Soft barrier – Work value/work availability						
	APS 5	ICT APS 5	3	\$89,706	\$93,294	\$96,839	\$100,132

Broadband	Classification	ICT stream*	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	
			2	\$85,695	\$89,123	\$92,510	\$95,655	
			1	\$83,908	\$87,264	\$90,580	\$93,660	
	Soft barrier – Work value/work availability							
	APS 4	ICT APS 4	3	\$81,274	\$84,525	\$87,737	\$90,720	
			2	\$78,115	\$81,240	\$84,327	\$87,194	
			1	\$75,996	\$79,036	\$82,039	\$84,828	
	Hard barrier – Advancement subject to a merit process							
	Broadband 1	APS 3	ICT APS 3	2	\$72,767	\$75,678	\$78,554	\$81,225
				1	\$69,863	\$72,658	\$75,419	\$77,983
		Soft barrier – Work value/work availability						
APS 2		ICT APS 2	3	\$66,664	\$69,331	\$71,966	\$74,413	
			2	\$65,434	\$68,051	\$70,637	\$73,039	
			1	\$62,558	\$65,060	\$67,532	\$69,828	
Soft barrier – Work value/work availability								
APS 1		ICT APS 1	2	\$58,237	\$60,566	\$62,868	\$65,006	
			1	\$53,262	\$55,392	\$57,497	\$59,452	

*The Secretary will determine the roles to be included in the ICT stream.

Attachment B – Training broadband

Table 8: Training broadband salary rates

Classification	Pay point	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS 5	3	\$89,706	\$93,294	\$96,839	\$100,132
	2	\$85,695	\$89,123	\$92,510	\$95,655
	1	\$83,908	\$87,264	\$90,580	\$93,660
Soft barrier – Work value/work availability					
APS 4	3	\$81,274	\$84,525	\$87,737	\$90,720
	2	\$78,115	\$81,240	\$84,327	\$87,194
	1	\$75,996	\$79,036	\$82,039	\$84,828
Soft barrier – Work value/work availability					
APS 3	2	\$72,767	\$75,678	\$78,554	\$81,225
	1	\$69,863	\$72,658	\$75,419	\$77,983
Soft barrier – Work value/work availability					
ASP 2	3	\$66,664	\$69,331	\$71,966	\$74,413
	2	\$65,434	\$68,051	\$70,637	\$73,039
	1	\$62,558	\$65,060	\$67,532	\$69,828
Soft barrier – Work value/work availability					
APS 1	2	\$58,237	\$60,566	\$62,868	\$65,006
	1	\$53,262	\$55,392	\$57,497	\$59,452

Note: Cadets undertaking full-time study will be paid 57 per cent of the minimum salary that would be payable to the Cadets if they were performing practical training.

Attachment C – Government Lawyer broadband

Table 9: Government Lawyer Broadband salary rates

Classification	Pay point	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Principal Government Lawyer (Executive Level 2)	2	\$167,945	\$174,663	\$181,300	\$187,464
	1	\$155,163	\$161,370	\$167,502	\$173,197
Hard barrier – Advancement subject to a merit process					
Senior Government Lawyer (Executive Level 1)	3	\$142,094	\$147,778	\$153,394	\$158,609
	2	\$121,753	\$126,623	\$131,435	\$135,904
	1	\$115,996	\$120,636	\$125,220	\$129,477
Soft barrier – Work value/work availability					
Government Lawyer (APS 6)	6	\$103,731	\$107,880	\$111,979	\$115,786
	5	\$97,401	\$101,297	\$105,146	\$108,721
	4	\$94,332	\$98,105	\$101,833	\$105,295
Soft barrier – Work value/work availability					
Government Lawyer (APS 5)	3	\$85,695	\$89,123	\$92,510	\$95,655
Soft barrier – Work value/work availability					
Government Lawyer (APS 4)	2	\$78,115	\$81,240	\$84,327	\$87,194
Soft barrier – Work value/work availability					
Government Lawyer (APS 3)	1	\$72,767	\$75,678	\$78,554	\$81,225

Eligibility requirements

485. For a person to be eligible for employment as a Government Lawyer, the following criteria must be met:
- (a) required to provide legal services in a dedicated legal practice area and
 - (b) will be substantively classified at the APS 3 to Executive Level 2 classification.
486. The eligibility requirements for entry on the Government Lawyer broadband are:
- (a) a degree in Laws from an Australian tertiary institution, or a comparable overseas qualification, which is appropriate to the duties of the classification and
 - (b) admission as a legal practitioner, however described, of the High Court or the Supreme Court of an Australian State or Territory and
 - (c) if the Head of the Legal Area in which the employee works determines it appropriate, possession of a current restricted practising certificate issued by the ACT Law Society, or the obtaining of such a certificate within 3 months of commencing employment with the department.

Transfer to or from the Government Lawyer broadband

487. Where an employee commences in, or is promoted to the Government Lawyer broadband, salary will be determined within the relevant classification level having regard to the experience, qualifications and skills of the employee and their likely corporate contribution.
488. Where the transfer to the Government Lawyer broadband is approved, the employee will move from their current classification to the equivalent classification in the Government Lawyer broadband.
489. Where the employee's salary is above the maximum salary rate of the relevant classification within the broadband, the employee will retain their current salary until such time as their salary falls within the salary range of the relevant classification within the broadband.
490. An employee who transfers at level or is promoted to a higher classification and no longer meets the eligibility requirements, will have their salary set in accordance with the salaries for the relevant classification in **Attachment A – General classifications, broadbands and salary increases** of this enterprise agreement. The rate will normally be the top of the range where the transfer is at level.
491. Salary maintenance at the Government Lawyer broadband salary will not be provided on transfer out of the Government Lawyer broadband.

Government Lawyer advancement provisions

492. An employee may be eligible for advancement through the APS 3–Executive Level 1 Government Lawyer broadband if the Secretary has determined that sufficient work is available at the relevant classification and the employee has:
- (a) been admitted as a legal practitioner, however described, of the High Court or Supreme Court of an Australian State or Territory and
 - (b) demonstrated skills and capability at the higher classification and

- (c) met probation requirements and
- (d) is eligible for salary advancement as set out in **Section 2: Remuneration** of this enterprise agreement and
- (e) received a performance rating of 'Meets Expectations' in the most recent performance cycle.

493. Where an employee is advanced to the Senior Government Lawyer level, an employee will only be advanced to the first salary point in the Senior Government lawyer scale and must remain at that level for at least 12 months before being eligible for further advancement within the Senior Government Lawyer scale.

Accelerated advancement

494. Subject to Secretary approval, if eligible for advancement in accordance with clauses 492 and 493 under **Attachment C – Government Lawyer broadband and salary increases**, an employee on the Government Lawyer broadband may be advanced 2 pay points within the broadband. The decision to advance an employee more than one point in the broadband will take into account performance outcomes.

Attachment D – Information Technology Specialist Designation and salary

Table 10: Information Technology (IT) Specialist Designation

Classification	Pay point	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
IT Specialist (Executive Level 1)	2	\$141,019	\$146,660	\$152,233	\$157,409
	1	\$134,610	\$139,994	\$145,314	\$150,255

Eligibility and selection

495. Movement into the IT Specialist Designation structure will be available in limited circumstances based on the following eligibility requirements:
- (a) a degree in information and communications technology (ICT) from an Australian tertiary institution, or a comparable qualification in the same or an associated discipline and
 - (b) highly specialised IT skills and expertise required to support the delivery of important or critical business applications, projects or services as determined by the relevant IT First Assistant Secretary.

Movement to or from the IT Specialist Designation

496. Executive Level 1 employees who work in an IT area of the department and meet the eligibility requirements for entry to the IT Specialist Designation may apply to their IT First Assistant Secretary to move to the IT Specialist Designation. Where movement to the IT Specialist Designation is approved, the employee will move at the Executive Level 1 classification to the IT Specialist Designation. Existing employees of the department will need to be able to demonstrate that they have met performance expectations for both key business deliverables and observable work behaviours.

Salary determination

497. Where an employee commences in or is promoted to a role identified as an IT Specialist role, salary will be determined within the relevant classification level set out in Table 10 above, having regard to the experience, qualifications and skills of the employee and their likely corporate contribution.
498. The employee’s salary on movement to the IT Specialist Designation will be the equivalent of their current salary, or if there is no equivalent salary, to the salary closest to, but not lower than their current salary. Where the employee’s salary is above the maximum salary rate of the IT Specialist Designation, the employee will retain their current salary until such time as their salary falls within the salary range of the IT Specialist Designation.

499. An employee who transfers at level or is promoted to a higher classification to a position outside the IT Specialist Designation will have their salary set in accordance with the salaries for the relevant classification in **Attachment A – General classifications, broadbands and salary increases** of this enterprise agreement. The rate will normally be the top of the range where the transfer is at level. Salary maintenance at the IT Specialist Designation salary will not be provided on transfer out of the IT Specialist Designation role.

Attachment E – Shiftworkers

500. Shiftworkers will receive the following rate:

Table 11: Shift rates

Rostered time of work	Shift rate
Work performed on a shift, any part of which falls between 7:00 pm and 7:00 am.	115% of ordinary hourly rate
Work performed continuously for a period exceeding 4 weeks on a shift falling wholly between 7:00 pm and 7:00 am	130% of ordinary hourly rate
Work performed anytime on a Saturday	150% of ordinary hourly rate
Work performed anytime on a Sunday	200% of ordinary hourly rate
Work performed anytime on a public holiday	250% of ordinary hourly rate

Rates for working Saturdays, Sundays or public holidays

501. Penalty rates for shift work performed on a Saturday, Sunday or public holiday will be payable for any time worked after midnight on those days, including where the shift commenced the day before.

Overtime

502. Shiftworkers directed to work overtime are entitled to the overtime payments calculated as follows:

Table 12: Shiftworker overtime rates

For overtime worked	Overtime rate
Monday to Saturday – first 3 hours	150% of ordinary hourly rate
Monday to Saturday – after 3 hours	200% of ordinary hourly rate
Sunday – all day	200% of ordinary hourly rate
Public holidays or additional holiday – all day	250% of ordinary hourly rate

Crib time

503. Where an employee working a shift pattern is required to be on standby during meal breaks, they will be paid crib time at their ordinary hourly rate for the period they are required to be on standby.

Operation of shifts

504. Managers will allocate shifts equitably among employees undertaking shift work, with shift rosters specifying the standard hours of work for each shift.

505. A shiftworker can be moved from one shift team to another by agreement at any time or with 7 days' notice. If 7 days' notice has not been given, except where this is not possible due to the illness or unanticipated absence of another employee, overtime will apply as per the overtime provisions of this enterprise agreement for work outside the employee's previously rostered hours of duty until the employee has received 7 days' notice of the shift change.
506. Shiftworkers can exchange shifts or rostered days off by mutual agreement and with the approval of the relevant manager provided that the arrangement does not give rise to an employee working overtime.

Leave

507. Shiftworkers will accrue an additional half day of paid annual leave for each Sunday or public holiday worked, up to a maximum of 5 days for each calendar year in addition to penalty rates.
508. If the employee is rostered off on a public holiday, they will if practicable, within one month of that public holiday, be granted a day's paid leave in lieu of that holiday. Where it is impractical to grant a day's leave in lieu, the employee will be paid one day's pay at their ordinary hourly rate.
509. Where a shiftworker takes annual leave, they will be paid shift penalty payments in respect of any duty which the shiftworker would have performed had they not been on approved annual leave.
510. Where a shiftworker takes a period of leave other than annual leave, shift penalties are not payable for the period of the absence.

Introduction of 12 hour shifts

511. The Secretary and affected employees may consider the introduction of 12 hour shifts. Where this occurs, consultation will occur in accordance with the consultation arrangements at **Section 11: Consultation, representation and dispute resolution** regarding:
- (a) suitable roster arrangements, including meal breaks and a forward rotation of shifts;
and
 - (b) any trial and review processes considered appropriate.
512. Roster arrangements for 12 hour shifts will not involve more than 3 consecutive night shifts for any employee.
513. Twelve hour shifts may be implemented with the enterprise agreement of a majority of affected employees.
514. If 12 hour shifts are introduced, any hours worked as overtime will be paid at 200 per cent of ordinary hourly rate.

Attachment F – Supported Wage System

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

Definitions

516. 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 enterprise 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 enterprise agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the [JobAccess](http://www.jobaccess.gov.au) 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

517. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the classification for which the employee is engaged under this enterprise 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.

518. 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 enterprise agreement relating to the rehabilitation of employees who are injured in the course of their employment.

Supported wage rates

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

Table 13: Applicable percentage of relevant minimum wage paid to applicable employees

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

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

Assessment of capacity

- 522. 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.
- 523. 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

- 524. 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.
- 525. 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

526. 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

527. 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 enterprise agreement paid on a pro rata basis.

Workplace adjustment

528. 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

529. 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 4 weeks) may be needed.
530. 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.
531. 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.
532. Work trials should include induction or training as appropriate to the job being trialled.
533. 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 522 and 523.

Formal acceptance of the Department of Employment and Workplace Relations Enterprise Agreement 2024-2027 and Signatories

Employer:

Signed for, and on behalf of, the **Department of Employment and Workplace Relations**

Signed: 

Date: 26/3/24

Natalie James
Secretary
Department of Employment and Workplace Relations
50 Marcus Clarke Street, Canberra ACT 2601

Bargaining Representatives:

Community and Public Sector Union

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

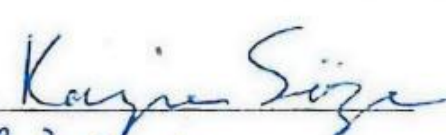
Signed: 

Date: 22/3/24

Beth Vincent-Pietsch
Deputy National President
Community and Public Sector Union
4/224 Bunda Street, Canberra, ACT 2601

Karl Smith

Signed as an authorised employee bargaining representative

Signed: 

Date: 18-3-2024

Karl Smith
Senior Government Lawyer
Level 11, 50 Marcus Clarke Street, Canberra ACT 2601

