



Australian Government

Australian Trade and Investment Commission

# Austrade Enterprise Agreement 2024



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## Scope of this Agreement

### 1 Title

- (1) This Agreement is made under section 172 of the *Fair Work Act 2009* (FW Act) and shall be known as the Austrade Enterprise Agreement 2024.

### 2 Parties to the Agreement

- (1) The Agreement covers:
  - (a) the Chief Executive Officer (CEO) of Austrade, for and on behalf of the Commonwealth of Australia as the employer;
  - (b) all employees in Austrade employed under the *Public Service Act 1999* (PS Act), other than:
    - (i) Senior Executive Service employees or equivalent;
    - (ii) overseas engaged employees; and
  - (c) subject to notice being given in accordance with the section 183 of the FW Act, and the following employee organisation which was a bargaining representative for this Agreement:
    - (i) the Community and Public Service Union.

### 3 Operation of the Agreement

- (1) This Agreement will commence operation 7 days after approval by the Fair Work Commission.
- (2) This Agreement will nominally expire on 28 February 2027.

### 4 National Employment Standards precedence

- (1) The terms of this Agreement are intended to apply in a manner that does not derogate from the National Employment Standards (NES). The NES will continue to apply to the extent that any term of this Agreement is detrimental to an employee of Austrade in any respect when compared with the NES.

### 5 Closed comprehensive Agreement

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

### 6 Delegations

- (1) The CEO may delegate to or authorise any person to perform any or all of the CEO's powers or functions under this Agreement, including the power of delegation, and may do so subject to conditions.

### 7 Individual flexibility arrangement

- (1) The CEO and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
  - (a) the 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;
  - (vi) leave and leave loading; and
- (b) the arrangement meets the genuine needs of Austrade and the employee in relation to one or more of the matters mentioned in clause 7(1)(a); and
- (c) the arrangement is genuinely agreed to by the CEO and employee.
- (2) The CEO 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.
- (3) The CEO must ensure that the individual flexibility arrangement:
- (a) is in writing;
  - (b) includes the name of the employer and employee;
  - (c) is signed by the CEO and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
  - (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; and
    - (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.
- (4) The CEO must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The CEO 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 CEO and employee agree in writing – at any time.
- (6) The CEO and the employee are to review the individual flexibility arrangement at least every 12 months.

## Remuneration

### 8 Salary increase

- (1) Salary rates will be as set out in Appendix A: of this Agreement.
- (2) The base salary rates in Appendix A: include the following increases:
  - (a) 4.0 per cent from the later of commencement or 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).

- (3) In recognition of a common alignment date of the first full pay period on or after 1 March each year, the payments in Appendix A: were calculated based on base salary rates as at 31 August 2023.

## **9 Payment of salary**

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

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

*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.

## **10 Overpayments**

- (1) An overpayment occurs if the CEO (or Austrade) provides an employee with an amount of money to which the employee was not entitled (including, but not limited to, salary, entitlements, allowances, travel payment and/or other amount payable under this Agreement).
- (2) Where the CEO considers an overpayment has occurred, the CEO will provide the employee with notice in writing. The notice will provide details of the overpayment.
- (3) If an employee disagrees that there has been an overpayment, including the amount of the overpayment, they will advise the CEO in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
- (4) If, after considering the employee's response (if any), the CEO confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to Austrade in full by the employee.
- (5) The CEO and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
- (6) Austrade and the employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
- (7) Interest will not be charged on overpayments.
- (8) Nothing in clauses 10(1) to 10(7) prevents:
- (a) Austrade from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
  - (b) Austrade from pursuing recovery of the debt through other available legal avenues; or
  - (c) the employee or Austrade from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

## **11 Salary setting**

- (1) Where an employee is engaged, moves to or is promoted in Austrade, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the CEO determines a higher salary within the relevant salary range under these salary setting clauses.
- (2) The CEO may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.



- (3) In determining a salary under these salary setting clauses, the CEO will have regard to relevant factors including the employee's experience, qualifications and skills.
- (4) Employees will only be assigned at an Executive Level 2 Specialist designation (EL2.6, EL2.7 and EL2.8) where the CEO determines they have specialist experience and/or skills that warrant specialist remuneration. There will be no automatic advancement to the Executive Level 2 Specialist pay points.
- (5) Where an employee commences ongoing employment in Austrade immediately following a period of non-ongoing employment in Austrade for a specified term or task, the CEO 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 Austrade.
- (6) Where an employee commences ongoing employment in Austrade immediately following a period of casual employment in Austrade, the CEO 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 Austrade.
- (7) Where an employee moves to Austrade at level from another Australian Public Service (APS) agency, they will ordinarily be assigned to the pay point that is nearest to their substantive annual salary at that agency, without any reduction in salary to occur.
- (8) The exception to clause 11(7) is when an employee's salary at their previous agency is above Austrade's EL2.5 pay point. There is no automatic entry to the EL2 Specialist designation, therefore an employee's salary will be maintained in accordance with clause 11(9) where their salary exceeds Austrade's EL2.5 pay point.
- (9) Where an APS employee moves to Austrade at level from another APS agency, and their salary is above the maximum of the salary range for their classification in Austrade, the CEO will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
- (10) Where the CEO determines that an employee's salary has been incorrectly set, the CEO may determine the correct salary and the date of effect.

## **12 Incremental advancement (salary advancement)**

- (1) Salary advancement from one pay point to the next is effective on 1 July of each year. This applies to ongoing and non-going employees; casual employees will not usually be eligible for incremental advancement.
- (2) Eligibility for salary advancement from one pay point to the next is contingent on:
  - (a) the employee not already occupying the top pay point of their classification;
  - (b) the employee having at least 6 months of aggregated eligible service (including non-ongoing service, paid leave, unpaid leave that counts as service and unpaid parental leave) in Austrade at or above their current classification level at the same pay point (or higher) on 1 July. If an employee has less than 6 months of aggregate eligible service, the CEO may exercise their discretion to determine a higher salary under clause 11 of this Agreement, and
  - (c) an employee's performance being at least satisfactory within the most recent performance cycle, subject to the terms of Austrade's Performance Management policy.
- (3) During a period of unpaid parental leave employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.
- (4) Employees who are assigned higher duties will be eligible for salary advancement at the higher duties classification where they meet the criteria at clause 12(2) for that classification.
- (5) There will be no salary advancement to the Executive Level 2 Specialist designation (EL2.6, EL2.7 and EL2.8).

- (6) Where an employee is assigned to the Executive Level 2 Specialist designation, they will be eligible for pay point progression to the next pay point through the performance management cycle, provided they meet the criteria in clause 12(2).

### **13 Supported wage system**

- (1) An employee can get a percentage of the relevant pay rate in line with their assessed capacity to do the work if they:
  - (a) have a disability;
  - (b) meet the criteria for a Disability Support Pension; and
  - (c) are unable to perform duties to the capacity required.
- (2) Specific conditions relating to the supported wage system are detailed in Appendix B:.

### **14 Superannuation**

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

#### **Method for calculating super salary**

- (4) Austrade will provide an employer contribution of 15.4 per cent of the employee's fortnightly contribution salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation superannuation funds.
- (5) Employer contributions will be made for all employees covered by this Agreement.
- (6) Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

#### **Payment during unpaid leave**

- (7) Employer contributions will be paid on periods of unpaid parental leave in accordance with the requirements of the PSSap fund where the employee is a member of PSSap, and up to a maximum of 52 weeks where the employee is a member of an accumulation fund other than PSSap.

## **Classification structure**

### **15 Classification structure**

- (1) The Austrade classification structure and applicable salary rates are at Appendix A:.
- (2) Employees will only be assigned an Executive Level 2 Specialist designation (EL2.6, EL2.7 and EL2.8) where the CEO determines they have specialist experience, qualifications and/or skills that warrant specialist remuneration.
- (3) The Executive Level 2 Specialist designation EL2.9 is grandfathered and employees will not be assigned to this pay point.

### **16 Austrade entry-level broadband**

- (1) The Austrade entry-level broadband at Appendix A: A.3 is used for those employees required to undertake a mandatory training or development program as a condition of advancement to the next classification within the broadband. Salary progression is subject to successful completion of that program.

## **17 Broadbanding**

- (1) Advancement from one classification to another in the Austrade broadband will only occur where:
  - (a) an employee's performance is at least satisfactory;
  - (b) there is sufficient work available at the higher classification level; and
  - (c) the employee has the necessary skills and proficiencies to perform that work in accordance with the work level standards for that classification.

## **18 Work level standards**

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

## **19 Austrade Cadet**

- (1) Where Austrade engages an employee as an Austrade Cadet under a cadetship program, the cadet will commence at the APS3.1 classification within the Austrade entry-level broadband.
- (2) Austrade Cadet rates of pay will be a percentage of the salary of their classification. The percentages apply as follows:
  - practical training at the rate of 100%; and
  - full-time study at the rate of no less than 57%.
- (3) Successful completion of training is a condition of ongoing employment.
- (4) On successful completion of the cadetship program, the employee will be advanced to the classification described in the program handbook within the Austrade entry-level broadband, and then assigned an equivalent classification within the general broadband.

## **20 Austrade Trainee**

- (1) Where Austrade engages an employee as an Austrade Trainee to undertake a traineeship, the CEO will determine the conditions of employment to apply (provided that the employee is better off than the Australian Public Service Award 2015 (APS Award)). The pay point will be determined at either the APS1 or APS2 classification.
- (2) Successful completion of training is a condition of ongoing employment.
- (3) On successful completion of the trainee program, the employee will be advanced to the classification described in the program handbook, and then assigned an equivalent classification within the general broadband if necessary.

## **21 Austrade Graduate**

- (1) Where Austrade engages an employee as an Austrade Graduate, they will commence at the APS3.1 classification within the Austrade entry-level broadband.
- (2) On successful completion of the graduate program, the Austrade Graduate employee will be assigned to the classification described in the Graduate Program handbook within the Austrade entry-level broadband, and then assigned an equivalent classification within the general broadband. This will be at the first pay point, unless a higher pay point is approved by the CEO.

## Working hours and flexibility

### 22 Job security

#### Commitment to ongoing employment and rebuilding APS capacity

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

#### Reporting

- (2) Austrade will report to the Workplace Relations 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 Austrade.

#### Pathways to permanency

- (3) Austrade and the APS will comply with the casual conversion provision(s) of the FW Act. In addition, Austrade 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.

### 23 Casual (irregular or intermittent) employment

- (1) A casual (irregular or intermittent) employee is defined in the Interpretations and definitions section.
- (2) A decision to expand the use of casual employees is subject to clause 78 of this Agreement.
- (3) Austrade will regularly review the working arrangements of casuals to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the Workplace Relations Committee.
- (4) Remuneration for casual employees shall be on an hourly basis. A casual employee shall receive a 25 per cent loading on the base hourly rate of their classification as set out in this Agreement.
- (5) The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.
- (6) A casual employee shall be engaged for a minimum of 4 hours of work per engagement, or shall be paid for a minimum of 4 hours at the appropriate casual rate.
- (7) Casual employees are not entitled to flextime.
- (8) A casual employee who is eligible for a workplace responsibility allowance will be paid the full amount.

### 24 Non-ongoing employment

- (1) A non-ongoing employee is defined in the Interpretations and definitions section.
- (2) Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this Agreement's terms, except:
  - (a) personal/carer's leave accrual at clause 39;
  - (b) purchased leave at clause 38;
  - (c) the redundancy provisions at Appendix C:, subject to clause 24(3);
  - (d) management of underperformance at clause 67(4); and
  - (e) the healthy living reimbursement at clause 60.
- (3) If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at Appendix C: will apply.

- (4) If the redundancy provisions apply to an employee under clause 24(3), Austrade must adhere to the consultation requirements at clause 78 and C.3.

## **25 Ordinary hours**

- (1) The ordinary hours of work of full-time employees covered by this Agreement will be 37.5 hours a week which translate to 7.5 hours a day from Monday to Friday.
- For part-time employees, ordinary hours of duty are those agreed in their part-time work agreement. Part-time employees are guaranteed a minimum of 3 hours of duty, unless otherwise agreed.
  - The 5 day work period (Monday to Friday) may vary for employees located overseas, to accord with local conditions.
- (2) An employee will not be required to work beyond a maximum of 5 hours without a break of at least 30 minutes.

## **26 Span of hours**

- (1) The span of hours during which employees may work ordinary hours is 7.00am to 7.00pm Monday to Friday in Australia, or another 5 day period for employees at an overseas location in line with local conditions. All employees are to agree on their pattern of attendance at work with their manager, to ensure that operational requirements are met.

## **27 Usual location of work**

- (1) An employee's usual location of work will be the designated office location identified in the employee's letter of offer or other engagement documentation. If no designated office location was specified on engagement, the CEO may specify a designated office location by advising the employee in writing.
- (2) Austrade and the employee may agree to vary the employee's usual location of work on a temporary or permanent basis.

## **28 Flexible working arrangements**

- (1) Austrade, 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 agency, 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.
- (2) Austrade is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across Austrade at all levels. This may include developing and implementing strategies through Austrade's Workplace Relations Committee.
- (3) Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in usual location of work.

### Requesting formal flexible working arrangements

- (4) The following provisions do not diminish an employee's entitlement under the NES.
- (5) An employee may make a request for a formal flexible working arrangement.
- (6) The request must:
  - (a) be in writing;
  - (b) set out the 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 in section 65(1A) of the FW Act.
- (7) The CEO must provide a written response to a request within 21 days of receiving the request.
- (8) The response must:
  - (a) state that the CEO approves the request and provide the relevant detail in clause 28(9), or
  - (b) if, following discussion between Austrade and the employee, Austrade 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 CEO refuses the request and include the following matters:
    - (i) details of the reasons for the refusal; and
    - (ii) set out Austrade's particular business grounds for refusing the request, explain how those grounds apply to the request; and
    - (iii) either:
      - 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 Austrade would be willing to make; or
      - state that there are no such changes, and
  - (d) 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 Agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.
- (9) Where the CEO approves the request, this will form an arrangement between Austrade 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 28(13)); and
  - (c) the cost of establishment (if any).
- (10) The CEO may refuse to approve the request only if:
  - (a) Austrade has discussed the request with the employee; and
  - (b) Austrade 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) Austrade and the employee have not reached such an agreement; and
  - (d) Austrade has had regard to the consequences of the refusal for the employee; and
  - (e) the refusal is on reasonable business grounds.
- (11) Reasonable business grounds include, but are not limited to:
  - (a) the new working arrangements requested would be too costly for Austrade;



- (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.
- (12) For First Nations employees, Austrade must consider connection to country and cultural obligations in responding to requests for altering the usual location of work.
- (13) Approved flexible working arrangements will be reviewed by Austrade and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

#### **Varying, pausing or terminating flexible working arrangements**

- (14) An employee may request to vary an approved flexible working arrangement in accordance with clause 28(6). An employee may request to pause or terminate an approved flexible working arrangement.
- (15) The CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 28(17).
- (16) Austrade must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
- (17) Prior to the CEO varying, pausing or terminating the arrangement under clause 28(15), Austrade 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 281.1.1.1(1)(c).

#### **Working from home**

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

- (22) Employees will not be required by Austrade 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, Austrade will consider the circumstances of the employees and options to achieve work outcomes safely.

#### **Ad-hoc arrangements**

- (23) Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.
- (24) Employees should, where practicable, make the request in writing and provide as much notice as possible.
- (25) Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 28(4)-(13).
- (26) Austrade should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.
- (27) Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, Austrade should consider whether it is appropriate to seek to formalise the arrangement with the employee.

#### **Altering span of hours**

- (28) Where an employee requests to work an alternative regular span of hours (bandwidth hours) for personal reasons, they may do so with the agreement of their manager, provided operational requirements can be satisfied. If agreed, hours worked on this basis will be treated as ordinary hours and will not attract overtime payments. Austrade will not request or require that any employee alter their regular span of hours (bandwidth hours) under these provisions.

### **29 Part-time employment**

- (1) Managers may approve reasonable requests from employees for part-time work arrangements, subject to operational requirements.
- (2) Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
- (3) Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
- (4) The manager and the employee may agree to vary a part-time work agreement, including a reversion to full-time hours, before the end of any period of an agreed part-time working arrangement.
- (5) Employees returning from any parental leave type may request to return to work on a part-time basis.
- (6) All requests and decisions for part-time work arrangements will be notified and agreed in writing.

### **30 Flextime**

- (1) APS1–APS6 employees, other than casual employees, are entitled to access flextime. The settlement period for flextime is 4 weeks.

### **31 Executive level time off in lieu (EL TOIL)**

- (1) Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
- (2) EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by Austrade.
- (3) A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.



- (4) The working arrangements for an EL employee should be agreed through discussion between the manager and the EL employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.
- (5) An EL employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL employee and their manager.
- (6) The pattern of hours is to be flexible enough to accommodate short-term peaks and troughs in workload, and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
- (7) Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

### **32 Overtime**

- (1) Where necessitated by operational requirements, a manager may direct an employee to work overtime outside ordinary hours.
- (2) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable in accordance with section 63(2) of the FW Act.
- (3) Only APS1–APS6 employees will be paid for working overtime, where directed. A manager may approve for overtime rates to be paid for work performed by employees at the APS1–APS6 classifications, either outside the span of hours specified at clause 26, or in excess of 7.5 hours on any one day, Monday to Friday.
- (4) All APS1–APS6 employees working authorised overtime may, with the agreement of their manager, take their overtime entitlement as time-off-in-lieu, calculated at the applicable overtime rate. In cases where time-off-in-lieu has been granted but operational requirements have prevented the employee from taking time off within 4 weeks or other agreed period, payment for the overtime will be made.
- (5) Overtime rates are as follows:
  - Monday to Friday: time and a half
  - Saturday, Sunday and public holidays: double time.
- (6) Where an employee works overtime on a public holiday that they are ordinarily scheduled to work, in addition to salary that would otherwise be payable for that day, payment for hours worked on the public holiday is:
  - single time during ordinary hours
  - double time for hours worked outside ordinary hours.
- (7) An employee's salary for the purposes of calculating overtime will include any higher duties allowance payable to the employee at that time.
- (8) An employee, who works overtime outside the span of hours extending over the entire duration of a meal period will be paid a meal allowance.
- (9) For the purposes of this section a meal period is:
 

Monday to Friday:	7.00am to 9.00am
Monday to Friday:	6.00pm to 7.00pm
Monday to Friday:	midnight to 1.00am
Saturdays, Sundays & public holidays:	7.00am to 9.00am
Saturdays, Sundays & public holidays:	12.30pm to 1.30pm
Saturdays, Sundays & public holidays:	6.00pm to 7.00pm
Saturdays, Sundays & public holidays:	midnight to 1.00am

### **33 Restriction**

- (1) Where necessitated by operational requirements, a manager may direct an employee to be contactable, available and able to perform extra duty outside of the span of hours.
- (2) Restriction allowance is generally only payable for APS1-APS6 employees. Employees at an EL1 or EL2 classification (including those on higher duties) may be approved for payment in specific circumstances as outlined in the relevant policy.

### **34 Emergency duty**

- (1) Emergency duty occurs when an APS1-APS6 employee is required to work to meet an emergency situation, at a time that the employee would not ordinarily be on duty, with no notice given before completion of the employee's last period of ordinary duty.
- (2) Payment for such duty will be at double time and will include time spent necessarily travelling to and from duty. The minimum payment will be for 2 hours.
- (3) Further information is contained in the relevant policy.

### **35 December holiday period leave arrangements**

- (1) As an international organisation, it is necessary for Austrade to continue essential operations over the December holiday period (between Christmas and New Year).
- (2) Employees based in Australia over this period will be reduced to the minimum level necessary to meet essential operational requirements.
- (3) Staffing will be arranged primarily on a volunteer basis. Where operational requirements cannot be met on this basis, employees may be requested to work, including on the public holidays falling in the December holiday period. Where an employee other than a casual employee is requested to work on any of the public holidays falling in the December holiday period, the employee may refuse the request where they have reasonable grounds for doing so.
- (4) Between Christmas and New Year, employees, other than casual employees, who are not required to work over this period, will be eligible for 3 days of paid leave without deduction from accrued leave credits. Employees other than casual employees who are required to work over the period will be eligible for time off in lieu at a subsequent date, subject to operational requirements.

### **36 Public holidays**

- (1) Employees will be entitled to the following holidays each year, as observed at their usual location of work 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.
- (2) If an employee performs work on Easter Saturday at the request of Austrade, the employee will be paid at the public holiday salary rate (applicable to their classification) for the hours of work performed on that day, even if that day is not otherwise a public holiday for the purposes of this Agreement.

- (3) 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.
- (4) The CEO 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.
- (5) The CEO 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.
- (6) 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.
- (7) 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 would 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).
- (8) 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 36(1)(a)-(g).
- (9) An employee, who is absent on a day or part-day that is a public holiday in their usual location of work, 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.
- (10) 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 CEO may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of the planned day off.

## Leave and support

### 37 Annual leave

#### Accrual, approval and cancellation

- (1) Employees, other than casual employees, are entitled to 4 weeks of paid annual leave for each year of service. Annual leave accrues and is credited daily and employees are able to access to leave entitlements as they accrue.
- (2) Part-time employees accrue annual leave on a pro-rata basis.
- (3) Annual leave can be taken at full pay or half pay, with the exception of employees on long-term overseas postings who cannot access annual leave at half pay unless they are on parental leave. Annual leave credits will only be deducted at half the duration when half pay leave is taken. An employee with excess leave entitlements in accordance with clause 37(9) will not be allowed to take half pay annual leave unless exceptional circumstances apply.
- (4) Periods of leave without pay will not count as service for annual leave accrual purposes.

- (5) The CEO may approve an application by an employee for annual leave up to the employee's maximum accrued credit. Periods of annual leave count as service for all purposes.
- (6) Where a public holiday occurs while an employee is on a period of annual leave, the public holiday is not deducted from the employee's annual leave credit.
- (7) Where an employee is on half pay annual leave and a public holiday occurs that the employee is scheduled to work, the public holiday will be paid at full pay.
- (8) Where an employee's annual leave is cancelled without reasonable notice, or an employee is recalled to work from annual leave, the employee will be reimbursed travel costs and incidental expenses not otherwise recoverable from insurance or other sources. Evidence of costs may be required.

#### **Excess annual leave**

- (9) On 1 February in each year, any employee who has an annual leave entitlement of more than 2 years of accrual may be directed to take an amount of annual leave to reduce their entitlement to 2 years or under.
- (10) Where an employee has an excess annual leave entitlement, a leave management plan will be agreed between the employee and their manager in order to reduce the excess leave entitlement.
- (11) Where an employee does not reduce their entitlement to less than 2 years or fails to comply with a leave management plan, they may be directed in writing to take annual leave. Such an employee will not be required to attend work for that period, and they will receive their annual leave entitlement for the period for which they have been directed to take annual leave. The employee will be regarded as being on annual leave for all purposes during that period.

#### **Cash out annual leave**

- (12) An employee may request to cash out a portion of their accrued annual leave credits.
- (13) The employee must have taken a minimum of 2 weeks of annual leave in the preceding 12 months and have at least 4 weeks of annual leave credit remaining after cashing out their annual leave.
- (14) Each request to cash out leave must be a separate agreement in writing between the employee and the CEO.
- (15) The employee will be paid the full amount that would have been paid to them had they taken the leave that is cashed out.

#### **Payment on termination of employment**

- (16) Accrued annual leave will be paid out on termination of employment, less adjustment if necessary for periods not to count as service. Payment in lieu of accrued leave on termination of employment will include allowances payable in Australia which would have been payable for the period if the employee had accessed the accrued leave.

### **38 Purchased leave**

- (1) An ongoing employee based in Australia may purchase up to 4 weeks of additional leave in any one year period (pro-rata amounts apply to part-time employees).
- (2) An ongoing employee on a long-term overseas posting may purchase up to 2 weeks of additional leave in any one year period (pro-rata amounts apply to part-time employees).
- (3) Purchased leave is credited to the employee for immediate use. The leave is paid for progressively each pay day over a period of 12 months, or a shorter period if requested by the employee. Payments for the purchased leave commence immediately following the leave being credited.
- (4) Periods of purchased leave count for service.
- (5) Purchased leave may be refused where an employee has an excess annual leave entitlement in accordance with clause 37(9).

### **39 Personal/carer's leave**

- (1) Full-time employees are entitled to 20 days of personal/carer's leave per annum. Part-time employees accrue personal/carer's leave on a pro-rata basis.
- (2) Personal/carer's leave at half pay may be approved by the CEO.

#### **Accrual**

- (3) For an ongoing employee, 20 days of personal/carer's leave will be credited upon the employee's commencement with the APS. After 12 months, the employee's leave will accrue and be credited daily.
- (4) For non-ongoing employees, personal/carer's leave will be credited upon commencement with Austrade. This will be 20 days leave pro-rated based on the employee's initial contract period, up to 20 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue daily, credited at least monthly.
- (5) Employees who have exhausted their personal/carer's leave, or casual employees, are entitled to 2 days of unpaid carer's leave for each occasion when a member of the employee's family or household requires care because of illness, injury or unexpected emergency. This leave will count as service for all purposes.
- (6) A casual employee may be absent without pay when not fit for work due to personal illness or injury.
- (7) Employees who have exhausted their personal/carer's leave entitlement may use unpaid personal/carer's leave. The CEO will determine whether unpaid personal/carer's that is granted will count for service.
- (8) Paid personal/carer's leave counts for service for all purposes.
- (9) Unused credits will be cumulative.
- (10) Employees have access to personal/carer's leave entitlements as they accrue.
- (11) Accrued personal/carer's leave will not be paid out on termination of employment.

#### **Usage**

- (12) An employee may take personal/carer's leave if the leave is taken:
  - (a) due to personal illness or injury;
  - (b) to attend appointments with a registered health practitioner;
  - (c) to manage a chronic condition;
  - (d) because of an emergency affecting the employee;
  - (e) to provide care or support for a family member (including a household member) or a person they have caring responsibilities for, who requires care or support because of:
    - (i) a personal illness or injury affecting the member, or
    - (ii) an unexpected emergency affecting the member;
  - (f) for the purpose of moving house (ordinarily one day per calendar year); and/or
  - (g) for the purpose of attending a funeral.
- (13) 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.

### **Evidence**

- (14) Employees who are absent for greater than 3 consecutive work days on personal/carer's leave will be required to provide supporting evidence for the period of leave.
- (15) Acceptable evidence includes:
  - (a) a certificate from a registered health practitioner;
  - (b) a statutory declaration; and
  - (c) another form of evidence approved by the CEO.
- (16) 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.

### **40 Compassionate leave**

- (1) Employees will be eligible for 3 days of compassionate leave on each occasion when:
  - (a) a member of the employee's 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.
- (2) An employee may be asked to provide evidence to support their absences on compassionate leave.
- (3) Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- (4) For employees other than casual employees, this will be paid leave. For casual employees, compassionate leave is unpaid.

### **41 Bereavement leave**

- (1) Employees will be eligible for 3 days of 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).
- (2) An employee may be asked to provide evidence to support their absences on bereavement leave.
- (3) Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- (4) For employees other than casual employees, this will be paid leave. For casual employees, bereavement leave is unpaid.

### **42 NAIDOC leave**

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

### **43 First Nations ceremonial leave**

- (1) First Nations employees may access up to 6 days of paid leave over 2 years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
- (2) The CEO may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- (3) First Nations ceremonial leave can be taken as part days.
- (4) First Nations ceremonial leave is in addition to compassionate and bereavement leave.

#### **44 Cultural leave**

- (1) The CEO 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.
- (2) The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- (3) Cultural leave can be taken as part days.
- (4) For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 43.

#### **45 Disaster support**

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

#### **46 Emergency response leave**

- (1) In line with section 108 of the FW Act, an employee who engages in an eligible community service activity can get emergency response leave to volunteer for emergency management duties for:
  - (a) the time engaged in the activity;
  - (b) training;
  - (c) reasonable travel time;
  - (d) reasonable recovery time; and
  - (e) ceremonial duties.
- (2) Full-time and part-time employees will be able to access paid emergency response leave at their full rate of pay if required. The CEO may provide emergency response leave with pay for casual employees.
  - (a) For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- (3) Paid leave may be refused where the employee's role is essential to the Austrade's response to the emergency.
- (4) An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.
- (5) Emergency response leave, with or without pay, will count as service.

#### **47 Jury duty**

- (1) Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
- (2) Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.
  - (a) For the purposes of this clause, full rate of pay is to be as if the employee was at work.



- (3) The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- (4) If the employee receives a payment from the court for attendance (which is not expense-related such as allowances and reimbursements), they must repay that amount to Austrade for the period of absence. This will be administered in accordance with overpayments (clause 10).

#### **48 Leave to attend proceedings (witness leave)**

- (1) An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
- (2) An employee who is not covered under clause 48(1), and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and Austrade.
- (3) An employee may otherwise be granted paid or unpaid miscellaneous leave by the CEO 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.
- (4) The CEO 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.

#### **49 Blood donation**

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

#### **50 Defence reservist leave**

- (1) The CEO 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.
- (2) 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 service (pro-rata for part-time employees).
- (3) Leave can be accumulated and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
- (4) An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadet means:
  - (a) Australian Navy Cadets;
  - (b) Australian Army Cadets; and
  - (c) Australian Air Force Cadets.



- (5) In addition to the entitlement at clause 50(2), paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
- (6) Paid defence reservist leave counts for service.
- (7) Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- (8) Unpaid defence reservist leave taken over 6 months counts as services for all purposes except annual leave.
- (9) An employee will not need to pay their tax free ADF Reserve salary to Austrade for any reason.

## **51 Defence service sick leave**

- (1) An employee is eligible for defence service sick leave credits when the Department of Veteran's 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.
- (2) An eligible employee can get 2 types of credits:
  - (a) an initial credit of 9 weeks (45 days) of defence service sick leave (pro-rata for part-time employees) will apply as at the following dates, whichever is later:
    - (i) they start employment in the APS; or
    - (ii) DVA certifies the condition.
  - (b) an annual credit of 3 weeks (15 days) of defence service sick leave (pro-rata for part-time employees).
- (3) An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
- (4) Unused annual credits can be built up to 9 weeks.
- (5) An employee cannot use annual credits until the initial credit is exhausted.
- (6) Defence service sick leave is paid and counts as service for all purposes.

## **52 Parental leave**

### **Parental leave**

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

**Payment during parental leave**

- (5) An employee is entitled to parental leave with pay as per clauses 52(7) and 52(8) below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee's parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this Agreement during the parental leave period that would otherwise be without pay.
- (6) Employees newly engaged or who have moved to Austrade from another APS agency are eligible for the paid parental leave in clauses 52(7) and 52(8) where such paid leave had not already been provided by another APS or Commonwealth employer in the 24 months since the child's date of birth or placement. If the paid leave used by the employee with the previous Commonwealth or APS employer is less than the limits specified in clauses 52(7) and 52(8), the balance is available to the employee.
- (7) An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in Table 1 below.

*Table 1: Primary caregivers – circumstances for paid parental leave*

<b>Paid leave entitlement under the ML Act</b>	<b>Additional parental leave with pay under this Agreement for the primary caregiver</b>
12 weeks of paid maternity leave, including any reduced paid maternity leave period due to ML Act qualifying period rules	Paid leave to bring the total period of paid parental leave to 18 weeks
No ML Act eligibility or coverage	18 weeks

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

*Table 2: Secondary caregivers – circumstances for paid parental leave*

<b>Period which coincides with the parental leave period for the secondary caregiver</b>	<b>Parental leave with pay under this Agreement</b>
Date of commencement of this Agreement to 28 February 2025	8 weeks, or top up to 8 weeks where a lesser period of parental leave has already been provided
1 March 2025 to 28 February 2026	11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided
1 March 2026 to 27 February 2027	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 28 February 2027	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

- (9) **Flexibility:** Parental leave with pay, whether provided as maternity leave under the ML Act or under this Agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part time work arrangement, and can be taken concurrently with another parent in relation to the same child.

- (10) **Rate of payment** during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.
- (11) **Half-pay option:** The payment of any paid parental leave may be spread over a maximum of 36 weeks at a rate of no less than half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

#### Adoption and long-term foster care

- (12) An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this Agreement for adoption or long-term foster care, provided that the child:
  - (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.
- (13) Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

#### Stillbirth

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

#### Pregnancy loss leave

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

#### Premature birth leave

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

#### Transitional provisions

- (19) Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 52(18) until after the legislated paid maternity leave is used.

### **53 Lactation and breastfeeding support**

- (1) Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
- (2) Austrade will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 53(3). In considering whether a space is appropriate, Austrade 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.
- (3) Where it is not practicable for Austrade to have a designated space, a flexible approach will be taken so that the employee can access the support required.
- (4) Austrade will facilitate discussions between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- (5) The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may change over time.
- (6) Further information is available in policy.

### **54 Long service leave**

- (1) An employee is eligible for long service leave in accordance with the *Long Service (Commonwealth Employees) Act 1976*.
- (2) The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at clause 56 of this Agreement.

### **55 Miscellaneous leave**

- (1) The CEO may approve miscellaneous leave for employees, either with or without pay. The CEO may also prescribe the circumstances under which leave without pay may count as service.

### **56 Re-crediting of leave**

- (1) 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; andbecomes eligible for, under legislation or this Agreement:
  - (h) personal/carer's;
  - (i) compassionate/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.
- (2) When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.
- (3) Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

## **57 Portability of leave and recognition of prior service**

- (1) Where an employee moves into Austrade from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.
- (2) Where an employee is engaged at Austrade immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
- (3) Where an employee is engaged as an ongoing employee at Austrade, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in Austrade 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.
- (4) Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in Austrade 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.
- (5) Where an employee is engaged as an ongoing employee at Austrade, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 57(2)), the CEO will recognise any unused accrued personal/carer's leave at the employee's request. The CEO will advise the employee of their ability to make this request.
- (6) Where an employee is engaged as an ongoing employee in Austrade, and immediately prior to the engagement the person was employed by a State or Territory Government, the CEO may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
- (7) For the purposes of clauses 57(1) to 57(6), an employee with a break in service of less than 2 months is considered to have continuity of service.

## **Health, safety and wellbeing**

### **58 Respect at work**

#### **Principles**

- (1) Austrade values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. Austrade recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
- (2) Austrade recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance, including the *Good*

*Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment.*

**Consultation**

- (3) Austrade 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.

**59 Employee Assistance Program**

- (1) Employees and their immediate family members will have access to a confidential and professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by Austrade and will be accessible on paid time.
- (2) For the purpose of accessing these services, an immediate family member includes a: partner, child, parent, grandparent, grandchild or sibling of the employee or the employee's partner. This definition includes step relations.

**60 Healthy living reimbursement**

- (1) In support of the potential benefit to Austrade of employees undertaking healthy lifestyle initiatives, each eligible ongoing employee may apply for reimbursement of expenses towards maintaining a healthy lifestyle. Eligible employees include ongoing employees and non-ongoing employees engaged with Austrade for 12 months or more.
- (2) As at commencement of this Agreement, the rate of the reimbursement is up to \$470.35 per financial year. This limit will be adjusted by the year to date Consumer Price Index rate released for the March quarter each year during the life of this Agreement. Adjustments will take effect from 1 July each year.
- (3) Further information is contained in the Healthy Living Reimbursement policy.

**61 Vaccinations**

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

**62 Family and domestic violence support**

- (1) Austrade will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
- (2) Austrade recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
- (3) Family and domestic violence support provisions, including paid leave, are available to all employees covered by this Agreement.
- (4) An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
  - illness or injury affecting the employee resulting from family and domestic violence;
  - 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;
  - 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;
  - making arrangements for the employee's safety, or the safety of a close relative;
  - accessing alternative accommodation;
  - accessing police services;

- attending court hearings;
  - attending counselling; and
  - attending appointments with medical, financial or legal professionals.
- (5) This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
  - (6) Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
  - (7) These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
  - (8) Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.
  - (9) Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
  - (10) Evidence may be requested to support Austrade 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 Austrade will require, unless the employee chooses to provide another form of evidence.
  - (11) An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the police service, a court, a doctor, district nurse, a family violence support service or lawyer.
  - (12) Austrade will take all reasonable measures to treat information relating to family and domestic violence confidentially. Austrade will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps Austrade may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
  - (13) Where Austrade needs to disclose confidential information for purposes identified in clause 62(12), where it is possible Austrade will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
  - (14) Austrade will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
  - (15) Where an employee experiencing family and domestic violence does not feel comfortable discussing their absence with their supervisor, they may contact People Branch who can authorise the absence. A person acting on behalf of an employee may also contact the employee's supervisor or People Branch to advise them of an absence under this clause.
  - (16) Other available support may include, but is not limited to, flexible working arrangements, additional access to Austrade's employee assistance program, changes to the employee's span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
  - (17) Austrade 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.
  - (18) Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

### **63 First Nations employment (cultural competency training)**

- (1) The CEO will take reasonable steps to ensure all substantive, ongoing EL2 employees employed at the commencement of this Agreement or any new substantive, ongoing EL2 employees who commence within the first 6 months of this Agreement will complete



relevant First Nations cultural competency training within 12 months of the commencement of the Agreement.

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

#### **64 Integrity and transparency (including scientific integrity)**

- (1) Austrade 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 Austrade decisions.
- (2) Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the APS Code of Conduct in the PS Act.
- (3) Employees can, during their ordinary work hours, take time to:
  - (a) access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in Austrade; and
  - (b) attend Austrade-mandated training about integrity.

#### **65 Workloads**

- (1) Austrade 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 to be worked by some employees, this should be regarded as the exception rather than the rule.
- (2) When determining workloads for an employee or group of employees, Austrade will consider the need for employees to strike a balance between their work and personal life.
- (3) Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, Austrade and employee/s together must review the employee's workloads and priorities, and determine appropriate strategies to manage the impact on the employee or group of employees.

## **Performance and development**

#### **66 Performance Management**

- (1) All eligible employees will participate in the Austrade Performance Management process.
- (2) The principles underpinning Performance Management are designed to:
  - support managers and employees to develop individual performance agreements that offer role clarity, agreed measures of satisfactory performance and opportunities for continuous development
  - align Austrade's strategic priorities, business plans and APS Values and Austrade Values to individual performance agreements
  - acknowledge regular performance conversations, including timely feedback from managers, as key to effective working relationships and overall employee performance
  - support the identification of high performing employees.

#### **67 Managing underperformance**

- (1) Austrade aims to promptly and fairly address and reduce the incidence of underperformance.



- (2) Underperformance may be identified at any time during the performance management cycle if a manager makes the assessment that an employee's performance is unsatisfactory.
- (3) Where underperformance is identified, Austrade will work with the affected employee and their manager to assist them to attain and sustain the standards required in accordance with the relevant policy and procedure.
- (4) The formal underperformance procedures do not apply to employees on probation or non-ongoing employees.
- (5) An employee being subject to an underperformance process does not prevent Austrade from dealing with cases of suspected breaches of the code of conduct under the relevant procedures.

#### **68 Study Assistance Scheme**

- (1) Austrade will support personal development through the studies assistance and scholarship program.
- (2) Support for study leave, course fees and/or other support (including, but not limited to, language learning apps and services) may be provided to employees who are approved students undertaking external study in areas relevant to Austrade.

## **Allowances**

#### **69 Higher duties allowance**

- (1) Where a role needs to be filled for 2 or more working weeks, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
- (2) Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount as determined by the CEO.
- (3) Where an employee is found to be eligible for salary progression at their acting classification level, they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
- (4) Where an employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.
- (5) Where an employee undertakes any period of higher duties, the period working at the higher level will be taken into account in their performance review. This includes short term higher duties where there is no eligibility for pay progression at the end of the performance cycle.
- (6) 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.
- (7) The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.

#### **70 Workplace responsibility allowance**

- (1) A workplace responsibility allowance will be paid where an employee who is appointed by Austrade or elected by eligible peers to one of the following roles:
  - (a) First Aid Officer;
  - (b) Emergency Warden;
  - (c) Harassment Contact Officer;
  - (d) Health and Safety Representative; and

(e) Mental Health First Aid Officer.

- (2) An employee appointed as a First Aid Officer must possess a current first aid certificate.
- (3) An employee who is appointed or elected to any other workplace responsibility role must undertake the required training.
- (4) The minimum workplace responsibility allowance rate will be increased in line with the salary increases at clause 8(2) of this Agreement and these increases are reflected in the table as follows:

<b>Rate from commencement of the Agreement</b>	<b>Rate from 13 March 2025</b>	<b>Rate from 12 March 2026</b>
\$30.51 per fortnight	\$31.67 per fortnight	\$32.75 per fortnight

- (5) Employees undertaking multiple workplace responsibility roles will not be entitled to payment of more than one workplace responsibility allowance, unless approved by the CEO in exceptional circumstances.
- (6) The full allowance is payable regardless of flexible work and part-time arrangements.
- (7) An employee's physical availability to undertake the role will be considered when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Health and Safety Representatives, depending on work group arrangements.
- (8) Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), as varied from time to time provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

#### **71 Liaison Officer allowance**

- (1) An employee who is appointed as a Liaison Officer in the office of the Minister responsible for Austrade will be paid an annual allowance. The Liaison Officer allowance will be increased in line with the salary increases of this Agreement.

#### **72 Motor vehicle allowance**

- (1) Where the CEO considers that it will be more efficient and cost-effective, employees may be authorised to use a private car owned by the employee or hired by the employee at Austrade expense for official travel. Where an employee uses their private car for official travel, they will be entitled to a motor vehicle allowance.

#### **73 Language proficiency allowance**

- (1) Language proficiency allowance will be paid fortnightly to an employee at a rate commensurate with the level achieved in an officially recognised language test. The allowance will be payable where the use of the language is a requirement for the performance of their duties.
- (2) Employees who receive a language proficiency allowance for a particular language will be ineligible to receive a community language allowance for the same language.

#### **74 Community language allowance**

- (1) A community language allowance will be paid where the CEO 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 in Australia, and the employee meets the required level of competency set by the CEO. Further information is included in policy.

(2) The allowance is paid in accordance with the employee's level of competency:

Rate	Standard	Rate from commencement of the Agreement	Rate from 13 March 2025	Rate from 12 March 2026
1	An employee who has adequate language skills, as determined by an individual or body approved by the CEO, for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the CEO.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

- (3) The allowance is calculated annually and paid fortnightly.
- (4) The full allowance is payable regardless of flexible work and part-time arrangements.
- (5) The allowance is payable during periods of paid leave.
- (6) The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.
- (7) Employees who receive a community language allowance for a particular language will be ineligible to receive a language proficiency allowance for the same language.

## Travel and relocation

### 75 Overseas assignments – Conditions of employment

- (1) From time to time, employees may undertake overseas postings.
- (2) Information about the conditions of employment for employees undertaking overseas postings are contained in the relevant policies and procedures for overseas postings.

### 76 Domestic relocation assistance

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

- (4) The level of funding will be determined by the CEO, depending on the employee's family composition and the level of assistance required. Additional relocation assistance may be considered at the CEO's discretion.
- (5) Financial assistance for employee instigated relocations, whether an existing or prospective employee, will generally not be provided unless there are exceptional circumstances.

## **77 Travel**

- (1) All reasonable meal, accommodation and incidental costs, as determined by the CEO, incurred during official travel (domestic and international) are met by Austrade, through the use of a corporate credit card or on a reimbursement basis.

## **Co-operative working arrangements**

### **78 Consultation**

#### **Principles**

- (1) Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
- (2) Austrade 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 Austrade 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.
- (3) 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**

- (4) 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 Agreement); and
  - (f) other workplace matters that are likely to significantly or materially impact employees.
- (5) Austrade, 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 Austrade. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

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

- (6) This clause applies if Austrade:
- (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

- (7) Employees may appoint a representative for the purposes of the procedures in this term. A representative for the purpose of this clause may be a union representative.
- (8) Austrade must recognise the representative if:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative.

#### Major change

- (9) 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 Austrade'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.
- (10) The following additional consultation requirements in clauses 78(11) to (17) apply to a proposal to introduce a major change referred to in clause 78(4)(c).
- (11) Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 78(5).
- (12) Where practicable, an Austrade change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.
- (13) Austrade must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.

- (14) As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 78(5), Austrade must:
  - (a) discuss with the affected employees and relevant union(s) and /or other recognised representatives:
    - (i) the proposed change; and
    - (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.
- (15) Austrade must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
- (16) However, Austrade is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
- (17) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Austrade, the requirements set out in clauses 78(11) to (15) are taken not to apply.

#### **Change to regular roster or ordinary hours of work**

- (18) The following additional consultation requirements in clause 78(19) to (22) apply to a proposal to introduce a change referred to in subclause 78(4)(e).
- (19) Austrade must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
- (20) As soon as practicable after proposing to introduce the change, Austrade must:
  - (a) discuss with employees and the relevant union(s) and/or other recognised representatives the proposed introduction of the proposed change; and
  - (b) for the purposes of the discussion—provide to the employees and the 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).
- (21) However, Austrade is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
- (22) Austrade must give prompt and genuine consideration to matters raised about the proposed change by employees and the relevant union(s) and/or other recognised representatives.

### **Interaction with emergency management activities**

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

### **Austrade consultative committee**

- (24) Following the commencement of this Agreement, a Workplace Relations Committee (WRC) will be established to monitor the implementation and operation of this Agreement.
- (25) The WRC will operate subject to an agreed terms of reference and structure for the term of this Agreement. Representation on the committee will be in accordance with the terms of reference.
- (26) Austrade will allow a reasonable period for the WRC to consider issues.
- (27) Austrade will continue to undertake consultation with employees through both formal and informal forums, including the WRC.

### **APS consultative committee**

- (28) The CEO 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.

## **79 Dispute resolution**

- (1) If a dispute relates to:
- (a) a matter arising under the Agreement;
  - (b) the NES;

this term sets out procedures to settle the dispute.

- (2) An employee or union who is covered by this Agreement may initiate and/or be a party to a dispute under this term.
- (3) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.
- (4) Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
- (5) If a dispute about a matter arising under this Agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 79(4) have been taken, a party to the dispute may refer the matter to the Fair Work Commission.
- (6) 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.



- (7) While the parties are attempting to resolve the dispute using the procedures in this term:
  - (a) an employee must continue to perform work as they would normally in accordance with the established custom and practice at Austrade 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 79(7)(a), an employee must comply with a direction given by Austrade 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.
- (8) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
- (9) Any disputes arising under the Austrade Enterprise Agreement 2019-2022 or the NES that were formally notified under clause 7.4 of that agreement before the commencement of this Agreement, that remain unresolved at the date of commencement of this Agreement, will be progressed under the dispute resolution procedures in this Agreement.

#### **Leave of absence to attend proceedings**

- (10) Where the provisions of clause 79(1) to (5) have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 79(3), 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 79(5).

### **80 Delegate's rights**

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

#### **Supporting the role of union delegates**

- (4) Austrade 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.
- (5) Austrade and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.



- (6) Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.
- (7) To support the role of union delegates, Austrade will, subject to legislative and operational requirements, including privacy and security requirements:
  - (a) provide union delegates with reasonable access to Austrade 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 Austrade facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
  - (c) allow reasonable official union communication appropriate to Austrade from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications;
  - (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.
- (8) Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or Austrade before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

## **81 Representation**

- (1) In any matter arising under this Agreement, an employee may have an employee representative assist or represent them, and all relevant persons will deal with any such representative in good faith.

## **Separation**

### **82 Redeployment and retrenchment**

- (1) The procedures for handling redeployment and retrenchment for Austrade employees are described at Appendix C:.

### **83 Resignation (separation)**

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

### **84 Payment on death of an employee**

- (1) When an employee dies, or the CEO has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the CEO 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.

**85 Review of decisions to terminate employment**

- (1) An employee's employment may be terminated by Austrade under section 29 of the PS Act.
- (2) The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under the FW Act; other Commonwealth laws (including the Constitution); and common law.
- (3) Termination of, or a decision to terminate employment, cannot be reviewed under the Austrade procedures for preventing and settling disputes or review of employment related actions procedures.
- (4) Nothing in the Agreement prevents the CEO from terminating the employment of an employee for serious misconduct, without further notice or a payment in lieu of notice.

## Interpretations and definitions

The following definitions apply to this Agreement:

<b>Agency Head</b>	means the Chief Executive Officer (CEO) of Austrade or the CEO's delegate.
<b>Agreement</b>	means the Austrade Enterprise Agreement 2024.
<b>APS</b>	means the Australian Public Service.
<b>APS agency</b>	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.
<b>APS Award</b>	means the Australian Public Service Enterprise Award 2015.
<b>APS consultative committee</b>	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.
<b>Austrade</b>	means the body established under the <i>Australian Trade and Investment Commission Act 1985</i> .
<b>Australian Defence Force Cadets</b>	means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
<b>Bandwidth</b>	means the span of hours during which an employee can perform ordinary hours.
<b>Broadband</b>	refers to the allocation of more than one approved classification by the CEO to a group of duties involving work value applying to more than one classification under sub-rule 9(4) of the PS Classification Rules. A broadband encompasses the full range of work value of the classifications contained within it.
<b>Casual employee (irregular or intermittent employee)</b>	means an employee engaged under section 22(2)(c) of the PS Act who: <ul style="list-style-type: none"> <li>(a) is a casual employee as defined by the FW Act; and</li> <li>(b) works on an irregular or intermittent basis.</li> </ul>
<b>CEO</b>	means the Chief Executive Officer of Austrade, being the Agency Head for the purposes of the PS Act, or the person authorised by the CEO as their delegate.
<b>Child</b>	means a biological child, adopted child, step-child, foster child, or ward of the employee.
<b>Classification or classification level</b>	means the approved classifications as set out in rule 5 of the PS Classification Rules.
<b>De facto partner</b>	means a person who, regardless of gender, is living in a common household with the employee in a bone fide, domestic, interdependent partnership, although not legally married to the employee.
<b>Delegate</b>	means someone to whom a power or function has been delegated.
<b>Dependant</b>	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.
<b>Employee</b>	means an employee of the Commonwealth engaged under section 22(2) of the PS Act who is covered by this Agreement (whether full time, part time or casual, ongoing or non-ongoing).

<b>Employee representative</b>	means a person (whether an employee or not) elected or chosen by an employee, or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this Agreement.
<b>Family</b>	means: <ul style="list-style-type: none"> <li>• a spouse, former spouse, de facto partner or former de facto partner of the employee;</li> <li>• a child, parent, grandparent, grandchild, or sibling of the employee;</li> <li>• a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;</li> <li>• a member of the employee's household;</li> <li>• 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.</li> </ul>
<b>Family and domestic violence</b>	has the same meaning as in section 106B(2) of the FW Act.
<b>Full-time employee</b>	means an employee employed to work an average of 37 hours 30 minutes per week in accordance with this Agreement.
<b>FW Act</b>	means the <i>Fair Work Act 2009</i> as amended from time to time.
<b>Household member</b>	means any person who lives with the employee, they do not need to be a relative.
<b>Immediate family member</b>	for the purposes of clause 59 on Employee Assistance Program, means a partner, child, parent, grandparent, grandchild or sibling of the employee or the employee's partner. This definition includes step relations.
<b>Manager</b>	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.
<b>ML Act</b>	means the <i>Maternity Leave (Commonwealth Employees) Act 1973</i> as amended from time to time and any successor legislation.
<b>NES</b>	means the National Employment Standards at Part2-2 of the FW Act.
<b>Non-ongoing employee</b>	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.
<b>Ongoing employee</b>	means an employee engaged under section 22(2)(a) of the PS Act.
<b>Ordinary hours, duty or work</b>	means an employee's usual hours worked in accordance with this Agreement and does not include additional hours.
<b>Parliamentary service</b>	means employment under the <i>Parliamentary Service Act 1999</i> .
<b>Partner</b>	means a spouse or de facto partner, or a former spouse or former de facto partner.
<b>Part-time employee</b>	means an employee employed to work less than an average of 37 hours and 30 minutes per week in accordance with this Agreement.

<b>Primary caregiver</b>	for the purposes of the parental leave clause means a pregnant employee with an entitlement under the ML Act, or an employee other than a casual employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this Agreement.
<b>PS Act</b>	means the <i>Public Service Act 1999</i> as amended from time to time.
<b>PS Classification Rules</b>	means Public Service Classification Rules 2000 as amended from time to time.
<b>Relevant employee</b>	means an affected employee.
<b>Secondary caregiver</b>	for the purposes of the parental leave clause means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this Agreement.
<b>Staff</b>	means an employee or employees (see above).

## Appendix A: Austrade pay scales

### A.1 Austrade pay scale

Broadband	Classification and increment	Salary as at 31 Aug 2023	Salary from the later of commencement of the Agreement or 14 Mar 2024	Salary from 13 Mar 2025	Salary from 12 Mar 2026
APS1-2	APS1.1	\$55,919	\$58,156	\$60,366	\$62,418
	APS2.1	\$58,154	\$60,480	\$62,778	\$64,912
	APS2.2	\$60,481	\$62,900	\$65,290	\$67,510
	APS2.3				\$68,425
APS3-4	APS3.1	\$62,900	\$65,416	\$67,902	\$70,477
	APS3.2	\$65,415	\$68,032	\$70,617	\$73,018
	APS3.3	\$68,036	\$70,757	\$73,446	\$75,943
	APS3.4	\$70,757	\$73,587	\$76,383	\$78,980
	APS4.1	\$73,584	\$76,527	\$79,435	\$82,136
	APS4.2	\$76,712	\$79,780	\$82,812	\$85,628
	APS4.3	\$79,962	\$83,160	\$86,320	\$89,255
APS5-6	APS5.1	\$83,159	\$86,485	\$89,771	\$92,823
	APS5.2	\$86,487	\$89,946	\$93,364	\$96,538
	APS5.3	\$90,096	\$93,700	\$97,261	\$100,568
	APS6.1	\$93,859	\$97,613	\$101,322	\$104,767
	APS6.2	\$97,776	\$101,687	\$105,551	\$109,140
	APS6.3	\$101,903	\$105,979	\$110,006	\$113,746
EL1	EL1.1	\$108,527	\$112,868	\$117,157	\$121,755
	EL1.2	\$112,866	\$117,381	\$121,841	\$125,984
	EL1.3	\$117,382	\$122,077	\$126,716	\$131,024
	EL1.4	\$122,078	\$126,961	\$131,786	\$136,267
EL2	EL2.1	\$126,959	\$132,037	\$137,054	\$141,714
	EL2.2	\$131,913	\$137,190	\$142,403	\$147,245
	EL2.3	\$137,058	\$142,540	\$147,957	\$152,988
	EL2.4	\$142,402	\$148,098	\$153,726	\$158,953
	EL2.5	\$147,955	\$153,873	\$159,720	\$165,150
EL2 Specialist	EL2.6	\$153,874	\$160,029	\$166,110	\$171,758
	EL2.7	\$159,644	\$166,030	\$172,339	\$178,199
	EL2.8	\$165,631	\$172,256	\$178,802	\$184,881

### A.2 Grandfathered Executive Level 2

Classification and increment	Salary as at 31 Aug 2023	Salary from the later of commencement of the Agreement or 14 Mar 2024	Salary from 13 Mar 2025	Salary from 12 Mar 2026
EL2.9	\$171,842	\$178,716	\$185,507	\$191,814

### A.3 Austrade entry-level broadband

<b>Austrade entry-level broadband</b>	<b>Classification and increment</b>	<b>Salary as at 31 Aug 2023</b>	<b>Salary from the later of commencement of the Agreement or 14 Mar 2024</b>	<b>Salary from 13 Mar 2025</b>	<b>Salary from 12 Mar 2026</b>
Entry-level	APS2.1	\$55,919	\$60,480	\$62,778	\$64,912
	APS2.2	\$60,481	\$62,900	\$65,290	\$67,510
	APS2.3				\$68,425
	APS3.1	\$62,900	\$65,416	\$67,902	\$70,477
	APS3.2	\$65,415	\$68,032	\$70,617	\$73,018
	APS3.3	\$68,036	\$70,757	\$73,446	\$75,943
	APS3.4	\$70,757	\$73,587	\$76,383	\$78,980
	APS4.1	\$73,584	\$76,527	\$79,435	\$82,136
	APS4.2	\$76,712	\$79,780	\$82,812	\$85,628
	APS4.3	\$79,962	\$83,160	\$86,320	\$89,255
	APS5.1	\$83,159	\$86,485	\$89,771	\$92,823
	APS5.2	\$86,487	\$89,946	\$93,364	\$96,538
	APS5.3	\$90,096	\$93,700	\$97,261	\$100,568



## Appendix B: Supported Wage System

- (1) This schedule defines the conditions which will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement.

### B.1 Definitions

- (1) In this schedule:
- **Approved assessor** means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
  - **Assessment instrument** means the tool provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.
  - **Disability Support Pension** means the Commonwealth Government pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991 (Cth)*, as amended from time to time, or any successor to that scheme.
  - **Relevant minimum wage** means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged.
  - **Supported Wage System (SWS)** means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the JobAccess website ([www.jobaccess.gov.au](http://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.

### B.2 Eligibility criteria

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

### B.3 Supported wage rates

- (1) Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Table 3: Applicable percentage of relevant minimum wage paid to applicable employees

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

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

- (2) 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.
- (3) Where an employee's assessed capacity is 10 per cent, they must receive a high degree of assistance and support.

**B.4 Assessment of capacity**

- (1) 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 SWS by an approved assessor, having consulted the employer and employee, and if the employee so desires, a union which the employee is eligible to join.
- (2) 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.

**B.5 Lodgement of SWS wage assessment agreement**

- (1) 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.
- (2) 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.

**B.6 Review of assessment**

- (1) The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.

**B.7 Other terms and conditions of employment**


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

**B.8 Workplace adjustment**

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

**B.9 Trial period**

- (1) In order for an adequate assessment of the employee's capacity to be made, the CEO 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.
- (2) During that trial period the assessment of capacity shall be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

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- (3) 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.
  - (4) Work trials should include induction or training as appropriate to the job being trialled.
  - (5) Where the CEO 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 the assessment under clause B.4.

## Appendix C: Redeployment and retrenchment provisions

### C.1 Application

- (1) These provisions apply in respect of an ongoing Austrade employee covered by the terms of this Agreement who has completed a period of probation, where applicable.
- (2) An employee is an excess employee if:
  - (a) the employee is included in a class of employee which comprises a greater number of employees than is necessary for the efficient and economical working of Austrade; or
  - (b) the services of the employee cannot be effectively used because of technological or other changes in the work methods of Austrade or changes in the nature, extent or organisation of Austrade's functions; or
  - (c) the duties usually performed by the employee are to be performed at a different locality and the employee is not willing to transfer to that locality and the CEO has determined that these provisions (i.e. those in this Appendix C:) apply to the employee.

### C.2 Management of excess staffing situations

- (1) Austrade is committed to ensuring that staffing level reductions are managed where possible through redeployment to meaningful continuing functions, retraining where necessary and natural attrition. Retrenchment will be resorted to only after all other forms of action have been taken to reduce excess staffing levels in accordance with these provisions.

### C.3 Consultation process

- (1) When the CEO is aware that an employee is likely to become excess, the CEO will advise the employee of the situation.
- (2) The CEO will arrange for discussions to be held with the employee or, where the employee requests, with the employee's representative, to consider measures that could be taken to resolve the situation, including redeployment opportunities for the employee at or below their substantive level.
- (3) At the request of affected employees, representatives of those employees may be invited by the CEO to participate in discussions on measures to mitigate the possible retrenchments.
- (4) The CEO may, before the conclusion of these discussions, invite employees who are not excess to express interest in retrenchment, where the retrenchment of those employees would permit the redeployment of employees who are in a redundancy situation and who would otherwise remain excess.
- (5) Where an employee who is not excess wishes to be made redundant, the decision as to whether or not to make that employee redundant remains with the CEO.
- (6) No earlier than one month after the initial notification of the likelihood that an employee is likely to become excess (unless a lesser period is agreed by the CEO and the employee), the CEO will identify employees who are excess to requirements and notify those employees in writing of their excess status.
- (7) Employees who are subject to Austrade's redeployment and retrenchment procedures will be eligible for reimbursement of the cost of professional financial advice and/or career counselling, up to \$500, after being declared potentially excess and up to one month after separation from Austrade. Potentially excess staff may also access training for interview skills and writing job applications.

#### **C.4 Redeployment**

- (1) The CEO may redeploy at, or below level, an employee who would otherwise be excess to requirements to any vacancy which the employee is qualified to fill.
- (2) An employee may only refuse redeployment, and still be considered an excess employee, where the vacancy to which the employee is to be redeployed is at a different locality.

#### **C.5 Notice periods**

- (1) An employee who is excess will be given formal notice of termination of employment under section 29 of the PS Act of 5 weeks.
- (2) Where the CEO so directs, or the employee so requests, the employee's employment may be terminated under section 29 of the PS Act at any time within the period of notice and the employee is thereupon entitled to receive payment in lieu of notice for the unexpired portion of the period (pro rata for part-time employees).

#### **C.6 Severance benefit**

- (1) An excess employee whose employment is terminated by the CEO under section 29 of the PS Act on the grounds that they are excess to the requirements of Austrade shall be entitled to be paid a sum equivalent to:
  - 2 weeks of salary for each completed year of continuous service; subject to the minimum entitlements in the NES (which provides for employees with between 2 and 3 years of service, and 3 and 4 years of service, to receive 6 weeks and 7 weeks of severance payment respectively); and
  - a pro rata payment for completed months of continuous service, calculated in accordance with these provisions.
- (2) For part-time employees, the severance benefit will be calculated on a pro-rata basis where an employee has worked part-time hours during the period of service and the employee has less than 24 years of full-time service, subject to any minimum entitlement the employee has under NES.
- (3) Except as noted in clause C.6(4) below, the minimum sum payable under this Agreement shall be 4 weeks of salary and the maximum shall be 48 weeks of salary.
- (4) Grandfathering of severance benefits:
  - (a) An employee engaged by Austrade before 1 July 2006 shall retain the level of severance benefit as at 30 June 2006.
  - (b) An employee engaged by Austrade before 1 July 2006 and who had or would have had, on 30 June 2006, an entitlement to severance benefit of greater than 48 weeks of salary, shall retain that benefit, but shall not be entitled to any further severance benefit.
  - (c) If the severance benefit at 30 June 2006 would have been less than 48 weeks, the employee will be entitled to a further severance benefit in accordance with clause C.6(1) above, to a maximum of 48 weeks of salary.
- (5) Service for calculating the severance benefit means:
  - service in Austrade;
  - Government service as defined in section 10 of the *Long Service Leave Act 1976*;
  - service with the Australian Defence Forces;
  - APS service immediately preceding deemed resignation under the repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes.

- (6) For earlier periods of service to count there must be no breaks between the periods of service, except where:
- the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
  - the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.
- (7) Any period of service which ceased:
- by way of any of the grounds for termination specified in section 29 of the PS Act (including any additional grounds prescribed in the Public Service Regulations); or
  - on a ground equivalent to any of these grounds; or
  - on voluntary retirement at or above the minimum retiring age applicable to the employee; or
  - with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit,
- will not count as service for severance pay purposes.
- (8) Absences from work which do not count as service for long service leave purposes will not count as service for severance pay purposes.

*Payment in lieu of notice*

- (9) For the purpose of calculating any payment in lieu of notice or part payment thereof, the CEO shall use the salary that an employee would have received had they worked during the notice (or the unexpired portion of the notice period, as appropriate) had the employment not been terminated.

*Salary for severance payment calculation purposes*

- (10) For the purpose of calculating a severance benefit payment, salary will include:
- the employee's salary at their substantive classification level, adjusted where appropriate for periods of part time service; or
  - the salary of the higher classification level, where the employee has been working at the higher level for a continuous period of at least 12 months immediately preceding the date upon which they received notice of termination; and
  - other allowances in the nature of salary.

**C.7 Moving household**

- (1) If an employee who would otherwise have been declared excess is redeployed and such redeployment requires a movement of their household to a new locality, the employee is entitled to reasonable expenses, as determined by the CEO, associated with that move on the same basis which would apply if the employee were being promoted.

**C.8 Other action not prevented**

- (1) Nothing in these provisions shall prevent the termination of the employment of an employee on grounds of misconduct or inefficiency. Any employee whose employment is terminated for misconduct or inefficiency shall not be entitled to redundancy benefits, notwithstanding that the employee may have previously been declared excess to requirements.

## Signatories – Austrade Enterprise Agreement 2024

### Employer

Signed for, and on behalf of, the Commonwealth of Australia:



Signature:

Full name: Xavier Simonet

Position: Chief Executive Officer, Austrade

Address: Levels 1-2, Nishi Building, 2 Phillip Law Street, Canberra ACT, 2601, Australia

Date: 20 February 2024

### Bargaining representatives

Signed for and on behalf of the Community and Public Service Union:



Signature:

Full name: Melissa Payne

Position: Assistant National Secretary, CPSU

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

Date: 20 February 2024

Signed as an appointed bargaining representative:



Signature:

Full name: Keira Rose

Position: Individual bargaining representative, Austrade

Address: Level 2, 755 Hunter Street, Newcastle, NSW, 2320, Australia

Date: 14 February 2024



Signed as an appointed bargaining representative:

Signature: 

Full name: Cassandra Sinclair

Position: Individual bargaining representative, Austrade

Address: Levels 1-2, Nishi Building, 2 Phillip Law Street, Canberra ACT, 2601, Australia

Date: 15 February 2024

Signed as an appointed bargaining representative:

Signature: **MOHAMAD WIN**

Full name: Mohamad Win

Position: Individual bargaining representative, Austrade

Address: Level 16, 307 Queen Street, Brisbane, QLD, 4000, Australia

Date: 15 February 2024