



Australian Government
Australian Submarine Agency

ASA

AUSTRALIAN SUBMARINE AGENCY
ENTERPRISE
AGREEMENT

2024-2027





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Part A – Operation of the Agreement

A1. Title

A1.1. This Agreement will be known as the Australian Submarine Agency (ASA) Enterprise Agreement 2024 – 2027 (the Agreement).

A2. Parties to the Agreement

A2.1. This Agreement covers:

- a. the Director-General, for and on behalf of the Commonwealth of Australia as the employer;
- b. all employees of the ASA employed under the PS Act other than:
 - i. Senior Executive Service employees or equivalent; and
 - ii. locally engaged employees overseas.
- c. subject to notice being given in accordance with section 183 of the FW Act, and the following employee organisation/s which were a bargaining representative for this Agreement:
 - i. the Community and Public Sector Union;
 - ii. the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, known as the Australian Manufacturing Workers' Union.
 - iii. the Association of Professional Engineers, Scientists and Managers, Australia, known as Professionals Australia.

A2.2. Managers and supervisors of APS employees, including members of the ADF who supervise APS employees, must apply the provisions of this Agreement in an appropriate manner and in accordance with the Nuclear Mindset Principles, APS Values, APS Employment Principles, the APS Code of Conduct and Directives that may apply from time to time.

A3. Operation of the Agreement

A3.1. This Agreement will commence operation seven days after approval by the Fair Work Commission.

A3.2. This Agreement will nominally expire on 28 February 2027.

A3.3. Any right, obligation or liability that was already accrued or incurred under the provisions of the previous Agreement will be preserved. Any benefits accrued will be subject to the operation of this Agreement.

A4. National Employment Standards (NES) Precedence

A4.1. The terms of this Agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this Agreement is detrimental to an employee of the ASA in any respect when compared with the NES.

A5. Principles and values-based employment framework

- A5.1. To allow flexibility in decision-making, this Agreement provides a principles-based decision-making framework. The following principles underpin all provisions in this Agreement:
- a. making the most efficient use of resources and supporting sustainable environmental management;
 - b. providing a safe, secure and fair environment;
 - c. assisting employees to balance their work and private commitments, taking into consideration the ASA's operational requirements;
 - d. respecting and valuing diversity; and
 - e. preventing discrimination.

A6. Closed comprehensive Agreement

- A6.1. 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.
- A6.2. This Agreement will be supported by policies and guidelines, as implemented and varied from time to time.
- A6.3. 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.

A7. Delegations

- A7.1. The Director-General may delegate to or authorise any person to perform any or all of the Director-General's powers or functions under this Agreement, including the power of delegation, and may do so subject to conditions.
- A7.2. The Director-General's delegate (the first delegate) may in turn sub-delegate these powers or functions to another person (the second delegate). Any directions relating to the powers or functions must also be transferred to the second delegate.
- A7.3. Delegation instruments for this Agreement will be made available to employees on the ASA intranet.

Part B – Working Arrangements

B1. Job Security

- B1.1. The APS is a career-based public service. In its engagement decisions, the ASA recognises that the usual basis for engagement is as an ongoing APS employee.
- B1.2. Where a consultative committee is in place, the ASA will report to the ASA consultative committee on an annual basis, or more frequently if agreed, on the number, duration, classification and location of ongoing, non-ongoing and casual employees engaged by the ASA.
- B1.3. The ASA and the APS will comply with the casual conversion provision(s) of the FW Act. In addition, the ASA 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.

B2. Attendance and hours of work

- B2.1. The ordinary hours of duty for a full-time employee are 37 hours and 30 minutes per week for the purposes of calculating pay, attendance and flextime. This equates to a standard day of 7 hours 30 minutes per day for full-time employees other than shiftworkers.
- B2.2. Standard hours are 0830h to 1230h and 1330h to 1700h Monday to Friday or as varied under a local working arrangement (section B4).
- B2.3. Regular breaks. An employee will, unless extraordinary operational circumstances prevail, take a break of at least 30 minutes after working for five hours.
- B2.4. Employees must record the actual time of commencing and ceasing duty each day.

B3. Span of hours

- B3.1. The ordinary span of hours within which employees can work flexible hours is 0700h to 1900h, Monday to Friday, excluding public holidays, except for:
- a. shiftworkers;
 - b. employees working under a local work arrangement made under section B4 of this Agreement which has varied the span of hours;
 - c. where an employee and supervisor agree to vary the span of hours under section B13.
- B3.2. The ASA will not require that any employee alter their regular span of hours without their agreement.
- B3.3. Where an employee requests to work part or all of their ordinary hours of duty outside the span of hours for personal reasons on a temporary or ongoing basis, and this request can be accommodated, they are not eligible for shift penalties or overtime payments unless otherwise determined by the Director-General.
- B3.4. An employee, working flexible hours in accordance with clause B3.1, may work more than the hours of a standard day, but must work those hours within the span of hours.

B4. Local working arrangements

- B4.1. Following discussions, which may be initiated by employees or a supervisor, a group of two or more employees and their supervisor may enter into a local working arrangement. Negotiation of different working arrangements for individual employees is considered under clause B3.2 or section B12 (Flexible work arrangements) of this Agreement.
- B4.2. Subject to clause B4.4, a local working arrangement may vary working hours provisions contained in this Agreement except for the following:
- a. the definition of a standard day;
 - b. ordinary hours of duty;
 - c. the settlement period for flextime;
 - d. the right of the employee to use excess flex credits within a reasonable period of accumulating them;
 - e. the application of section B5 and B6 of this Agreement;
 - f. the right of the employee to seek review of a decision, made by their supervisor, that will reduce the employee's access to flexible working hours, where such variation has not been mutually agreed between the supervisor and employee;
 - g. the prescribed retention period for attendance records; and
 - h. the requirement for Executive level (EL) employees to work a reasonable amount of additional hours.
- B4.3. A local working arrangement:
- a. Where initiated by the ASA, will be subject to the consultation provisions at Part K;
 - b. must be fully documented;
 - c. will not result in a diminution of entitlements;
 - d. will apply for a period of 12 months unless a shorter period is requested by the group of employees;
 - e. may only be varied by agreement between a supervisor and relevant employees;
 - f. may be terminated by a group of employees at any time by agreement with their supervisor;
 - g. may be terminated by the Director-General with 28 days' notice subject to operational requirements. Supervisors must clearly explain in writing the operational requirements for why it is being terminated.
- B4.4. Subject to clause B4.8, the span of hours specified in a local working arrangement must be of no more than a 12-hour period falling completely within the limits of 0600h and 2000h Monday to Friday.
- B4.5. Overtime may be payable when an employee is directed to work additional hours in accordance with section B17 of this Agreement.
- B4.6. An employee's ordinary span of hours for the purposes of determining when overtime is payable under section B17 is the span of hours documented in the employee's local working arrangement.

- B4.7. Under a local working arrangement, employees remain non-shiftworkers and are not entitled to shift penalties.
- B4.8. The Director-General may approve the local working arrangement, in consultation with the Director, ASA People Policy and Culture, where a local working arrangement is proposed that would introduce a span of hours which:
- a. exceed 12 hours per day; or
 - b. do not fall completely within the hours specified in clause B4.4.
- B4.9. Where a local working arrangement is proposed under clause B4.8, the Director-General will have regard to work health and safety obligations and requirements.

B5. Workloads

- B5.1. The ASA recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.
- B5.2. When determining workloads for an employee or group of employees, the ASA will consider the need for employees to strike a balance between their work and personal life.
- B5.3. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the ASA and employee/s together must review the employees' workloads and priorities, and determine appropriate strategies to manage the impact on the employee or group of employees. Employees may have representation consistent with sub-clause K4.2.e.

B6. Excessive work hours

- B6.1. Employees will not be required to work more than 10 ordinary hours in a day, unless:
- a. they are 12 hour shiftworkers covered by section B18 of this Agreement; or
 - b. there is a need to work beyond 10 hours a day to meet essential operational requirements.
- B6.2. Overtime may be payable in accordance with section B17 where work is required beyond the length of time the employee is ordinarily required to work.
- B6.3. Employees may refuse to work unreasonable additional hours in accordance with Division 3 of the FW Act.

B7. Flexitime

- B7.1. Flexitime applies to APS Level 1 – 6 employees. Flexitime is a system of flexible working hours which entitles APS Level 1 – 6 employees and their supervisors to agree to vary working hours, patterns and arrangements to provide flexibility to accommodate both personal and operational requirements.
- B7.2. Flexitime does not apply to:
- a. An employee temporarily reverted to standard hours in accordance with section B8;
 - b. An Executive Level (or equivalent) employee; or
 - c. An employee working under a shift roster.

- B7.3. A flex credit accrues where an employee performs work outside their ordinary hours of duty but within the span of hours.
- B7.4. A flex debit accrues where an employee performs less than their ordinary hours of duty within the span of hours.
- B7.5. Where an employee and supervisor agree to vary the span of hours under clause B13, a flex credit will accrue where an employee performs work outside their ordinary hours of duty but within the agreed span of hours. Refer to section B17 for when overtime applies.
- B7.6. Hours of attendance are to be negotiated between a supervisor and an employee, including when an employee works outside of their ordinary hours of duty. Supervisors will genuinely attempt to accommodate the employee's preferences, taking into account the impact on the employee if their preferences cannot be accommodated.
- B7.7. Where an employee's preferences cannot be accommodated, the supervisor will discuss with the employee:
- a. the reasonable business grounds for why their preferences cannot be accommodated; and
 - b. alternative arrangements that could be accommodated in an attempt to meet the employee's preferences or that there are no alternatives available.
- B7.8. The supervisor will provide a response in writing where the employee requests.
- B7.9. Employees can accrue a flex credit with an expectation that they can take accrued flex within a reasonable period of time.
- B7.10. An absence on flex is subject to agreement between the supervisor and the employee, and may be subject to change due to operational requirements. Where approval to be absent on flex is subsequently reversed, the supervisor will provide reasons for how operational requirements are adversely impacted by the employee's absence and provide alternative options for when the employee may access their accrued flex.
- B7.11. Recall to duty provisions at clause D20.3 may apply where an approval for an employee to be absent on flex is reversed.
- B7.12. **Flex credit.** Employees may carry over a flex credit of up to the ordinary full time weekly hours (37 hours and 30 minutes) from one settlement period to the next, subject to their agreed pattern of hours.
- B7.13. The settlement period is the two-week period over which flex time credits and debits are calculated. This includes public holidays.
- B7.14. An employee's supervisor may approve flex credits in excess of 37 hours and 30 minutes being carried over, provided arrangements are made to reduce the credit below this amount within the ensuing four weeks. This period may be extended by agreement between the employee and their supervisor.
- B7.15. Where arrangements cannot be made under clause B7.14, the employee may take up to two days of accrued flex. Such absence on flex is to:
- a. be notified to their supervisor with at least one week's notice;
 - b. be accessed within eight weeks of the approved carryover of excess credits; and
 - c. reduce the excess flex credit.
- B7.16. **Flex debit.** The maximum flex debit that can be carried over from one settlement period to the next is 10 hours. Any flex debit in excess of 10 hours is to be cleared in the next settlement period.

B8. Temporary Reversion to standard hours

- B8.1. The Director-General can direct an employee to revert to standard hours where it is reasonable to do so based on:
- a. work requirements – where essential operational requirements and availability of work may necessitate a temporary variation to hours worked, including reversion to standard hours; or
 - b. non-compliance – for a reasonable period where an employee does not comply with the provisions of flexible working hours, including any local arrangements.
- B8.2. For the purposes of clause B8.1, standard hours are as stated in clause B2.2 or as directed by the supervisor, taking into account the individual's circumstances and the workplace norm.
- B8.3. When an employee is reverted to standard hours, the arrangement must be in writing and explain the circumstances giving rise to the reversion.
- B8.4. An employee, or group of employees, must not be placed on standard hours indefinitely. A reversion to standard hours must be no more than three months. A consecutive period of reversion can occur only after following the requirements of clause B8.1 to B8.3.

B9. Travel time

- B9.1. Where an employee travels to another locality/work site outside the usual work locality, travel is taken to commence when the employee leaves their normal place of work or their residence, and ends when the employee returns to their normal place of work or residence, regardless of the mode of travel. An employee will be considered to be on duty while on travel time.
- B9.2. An employee who undertakes official travel within the span of hours may claim the travel time that falls within the span of hours as either flextime (for APS 1 – 6 employees) or time off in lieu (TOIL) (for Executive Level employees).
- B9.3. Where employees are required to undertake official domestic travel outside the ordinary span of hours, or official overseas travel that does not attract a rest day, employees will be entitled to:
- a. Monday to Friday, outside the ordinary span of hours: one hour of TOIL for one hour of travel time; or
 - b. Saturday, Sunday, public holiday or the Additional day described at Table E4: one and a half hours of TOIL for one hour of travel time.
- B9.4. **Excess travelling time (ETT).** Employees performing duties classified as APS1 to APS6 (or equivalent) are eligible to claim ETT when they are:
- a. temporarily relocated; and
 - b. not receiving an approved travel budget; and
 - c. incurring additional travelling time (as per clause B9.5).
- B9.5. Where the additional time spent travelling exceeds one half hour in any day or a total of two and a half hours in any fortnight, ETT is paid at the rate of single time for travel on Monday to Saturday, and time and one half for travel on a Sunday or public holiday. Eligible employees may elect to receive a credit of flextime or use TOIL as an alternative to payment of ETT.

B10. Executive Level TOIL

- B10.1. Executive level (EL) employees are sometimes required to work reasonable additional hours.
- B10.2. EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the ASA.
- B10.3. 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 and may be taken in conjunction with approved leave.
- B10.4. 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.
- B10.5. 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.
- B10.6. 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.
- B10.7. 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.
- B10.8. Unreasonable additional hours for an EL employee is where the hours worked are regularly or substantially more than those agreed. Consistent with the NES, employees may refuse to work unreasonable additional hours. Where such hours are worked, the Director-General may grant TOIL on an hour for hour basis or alternatively overtime may be approved. Regardless of how the employee is compensated for working unreasonable additional hours, work requirements must be reviewed to ensure only reasonable additional hours are worked.

B11. Part-time work arrangements

- B11.1. For part-time employees, ordinary hours of duty are those agreed in the employee's part-time approval document.
- B11.2. Unless otherwise provided for under a clause of this Agreement, a part-time employee receives, on a pro-rata basis, equivalent pay and conditions to full-time employees in the same classification based on their agreed working hours. For allowances of a reimbursement nature, a part-time employee will receive the same as a full-time employee.
- B11.3. Employees engaged on a full-time basis, will not be compelled to convert to part-time employment.
- B11.4. Employees engaged on a part-time basis, will not be compelled to convert to full-time employment.
- B11.5. An employee's part-time approval document will specify the:
 - a. weekly hours of duty; and
 - b. pattern of hours to be worked including starting and finishing times for employees other than shiftworkers, on each day of the week, Monday to Friday, within the limits of the span of hours specified for an equivalent full-time employee.

- B11.6. Where a full-time employee is permitted to work part-time for an agreed period for personal reasons, the hours will be varied to part-time hours on the date specified in the part-time approval document. The employee will revert to full-time hours unless a further period of part-time employment is approved.
- B11.7. Unless otherwise agreed by the Director General at the request of the employee, the pattern of hours specified in the part-time approval document will provide for no less than three hours per day and will be continuous on any one day.
- B11.8. The prescribed ordinary hours of duty and the pattern of hours specified in the part-time approval document will not be varied, amended or revoked without the consent of the employee. Any agreed variation to the regular pattern of hours will be recorded in writing.
- B11.9. An employee returning to duty from Maternity, Parental or Adoption/Fostering leave will, on application by the employee, be given access to part-time employment for a period of two years from the date of birth or date of placement of the child. Thereafter, the employee has a right to request flexible working arrangements in accordance with the FW Act and section B13 of this Agreement.

B12. Flexible working arrangements

- B12.1. The ASA, employees, and their unions, 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 ASA, 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.
- B12.2. The ASA is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the agency at all levels. This may include developing and implementing strategies through an agency consultative committee.
- B12.3. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work, and changes in location of work.

B13. Requesting formal flexible working arrangements

- B13.1. The following provisions do not diminish an employee's entitlements under the NES.
- B13.2. An employee may make a request for a formal flexible working arrangement.

- B13.3. The request must:
- a. be in writing;
 - b. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - c. set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
- B13.4. The Director-General must provide a written response to a request within 21 days of receiving the request.
- B13.5. The response must:
- a. state that the Director-General approves the request and provide the relevant detail in clause B13.7; or
 - b. if following discussions between the employee and their manager, the ASA 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 Director-General refuses the request.
- B13.6. Where the Director-General refuses a request, the written response must include the following matters:
- a. details of the reasons for the refusal; and
 - b. set out the ASA's particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - c. either:
 - i. set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make; or
 - ii. state 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 settlement 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.
- B13.7. Where the Director-General approves the request, this will form an arrangement between the ASA 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 B13.11); and
 - c. the cost of establishment (if any).
- B13.8. The Director-General may refuse to approve the request only if:
- a. the Director-General has discussed the request with the employee; and
 - b. the Director-General has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and

- c. the Director-General and the employee have not reached such an agreement; and
- d. the Director-General has had regard to the consequences of the refusal for the employee; and
- e. the refusal is on reasonable business grounds.

B13.9. Reasonable business grounds include, but are not limited to:

- a. the new working arrangements requested would be too costly for the ASA;
- 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 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;
- 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.

B13.10. For First Nations employees, the Director-General must consider connection to country and cultural obligations in responding to requests for altering the location of work.

B13.11. Approved flexible working arrangements will be reviewed by the Director-General and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

B14. Varying, pausing or terminating flexible working arrangements

B14.1. An employee may request to vary an approved flexible working arrangement in accordance with clause B13.3. An employee may request to pause or terminate an approved flexible working arrangement.

B14.2. The Director-General may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause B14.4.

B14.3. The Director-General 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.

B14.4. Prior to varying, pausing or terminating the arrangement under clause B14.2, the Director-General 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 B13.6.

B15. Working from home

- B15.1. The ASA 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.
- B15.2. The ASA may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
- B15.3. An employee working from home is covered by the same employment conditions as an employee working at an office site under this Agreement.
- B15.4. The ASA will provide employees with guidance on working from home safely.
- B15.5. Employees will not be required by the ASA to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the ASA will consider the circumstances of the employees and options to achieve work outcomes safely.

B16. Ad-hoc flexible working arrangements

- B16.1. 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.
- B16.2. Employees should, where practicable, make the request in writing and provide as much notice as possible.
- B16.3. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses B13.1 to B13.11.
- B16.4. Managers 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.
- B16.5. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, managers should consider whether it is appropriate to seek to formalise the arrangement with the employee.

B17. Overtime

- B17.1. APS Level 1–6 employees are entitled to overtime payment, if their supervisor has directed or approved that they perform additional duties, as follows:
 - a. **Overtime – non-shiftworkers.** For full-time employees other than shift workers, duty is to be considered overtime where the employee is directed to perform work on:
 - i. Monday to Friday, outside the ordinary span of hours;
 - ii. Monday to Friday during the ordinary span of hours, but beyond the length of time the employee is ordinarily required to work on the day concerned; or
 - iii. on a Saturday, Sunday, public holiday or the Additional day described at Table E4.

- b. **Overtime – shiftworkers.** For full-time shiftworkers duty is to be considered overtime where directed to perform work:
 - i. on any day which is outside the normal rostered ordinary hours of duty on that day; or
 - ii. in excess of the ordinary hours of duty, or an average of the ordinary hours of duty over a cycle of shifts.
- c. **Overtime – part-time employees.** Part-time employees directed to work outside the ordinary hours for the day specified in their part-time work agreement, are to receive overtime payments.

B17.2. For the purpose of determining whether overtime is continuous with an employee’s ordinary hours of duty, meal periods are to be disregarded.

B17.3. Overtime, including emergency duty, will not be paid to Executive Level employees unless approved by the Director-General or where the employee is on restriction duty and is required to perform work.

B17.4. Overtime is to be worked by prior direction or, if circumstances do not permit prior direction, subsequently approved in writing.

B17.5. In accordance with section 62 of the FW Act, an employee may refuse to work additional hours if they are unreasonable having regard to:

- a. any risk to employee health and safety;
- b. the employee’s personal circumstances, including any family responsibilities;
- c. the needs of the workplace;
- d. the notice (if any) given by the supervisor of the overtime and by the employee of their intention to refuse it; and
- e. any other relevant matter.

B17.6. Rates of overtime payable to an employee are at Table B1.

Table B1 – Overtime rates

| For overtime worked on: | Non-shiftworker | Shiftworker |
|--|-----------------|-------------|
| Monday to Friday – first 2 hours | 150% | 150% |
| Monday to Friday – after the first 2 hours | 200% | 200% |
| Saturday first 2 hours | 150% | 200% |
| Saturday after the first 2 hours | 200% | 200% |
| Sunday | 200% | 200% |
| Public holiday or Additional day* | 250% | 250% |

* Payment rate for overtime duty on a public holiday or the Additional day (Table E4) includes any ordinary salary for that day (such as for non-shiftworkers on a weekday).

B17.7. The rate at which overtime is paid for a continuous period may increase, but cannot decrease.

B17.8. Salary for the purposes of calculating overtime is an employee’s hourly rate of pay plus any allowance that counts for overtime purposes as identified at Annex B.

- B17.9. **Rest relief after overtime.** Where an employee has worked overtime and has not had a break of at least eight hours, plus reasonable travelling time between home and the workplace:
- a. between the end of normal duty on any day or shift and the beginning of normal duty on the next day or shift; or
 - b. on a Saturday, Sunday or a public holiday (not being a normal working day or on a rostered day off), in the 24 hours preceding normal starting time on the employee's next ordinary day or shift;
 - c. the employee must have a break, following overtime, of at least eight hours, plus reasonable travelling time between home and the workplace, and will suffer no loss of pay for normal working time that occurs during the employee's absence.
- B17.10. Where an employee is required to resume or continue work without having had time off in accordance with clause B17.9, payment at twice the hourly rate will be made until the requirements for time off are met.
- B17.11. **Minimum payment.** The following are the minimum amounts payable for overtime:
- a. each separate overtime attendance that is not continuous with ordinary duty – four hours at the prescribed rate;
 - b. where more than one attendance is involved, the minimum overtime payment provision will not operate to increase an employee's overtime remuneration beyond the amount which would have been received, had the employee remained on duty from the commencing time of duty on one attendance, to the ceasing time of duty on a following attendance;
 - c. where an overtime attendance that is not continuous with an employee's ordinary hours of work and it involves duty both before and after midnight, the minimum payment provisions will be satisfied when the total payment for the whole of the attendance equals or exceeds the minimum payment applicable to one day; and
 - d. where overtime is performed in accordance with sub-clause B17.11.c and a higher rate applies on one of the days, the minimum payment is to be calculated at the higher rate.
- B17.12. These provisions do not apply to emergency duty, unless the actual time worked is at least three hours on each call.
- B17.13. **Time Off In Lieu (TOIL) of overtime payments.** Where the supervisor and employee agree, time off in lieu of overtime may be granted to the employee. The time off is to be equivalent to the relevant overtime rate.
- B17.14. Where time off has been agreed, but cannot be taken because of operational requirements within four weeks of the time when the overtime was worked, or another agreed period, payment for the original period of time is to be made. This provision applies only to employees performing duties in the classifications of APS Level 6 (or equivalent) or below.
- B17.15. **Emergency duty.** Where an employee is called upon to return to duty to meet an emergency at a time when the employee would not ordinarily have been on duty, and no notice was given to the employee prior to ceasing ordinary hours of duty the following conditions apply:
- a. pay is at twice the normal hourly rate;
 - b. payment includes time necessarily spent in travelling to and from duty; and
 - c. the minimum payment is two hours at twice the employee's normal hourly rate.

- B17.16. Overtime meal allowance is to be paid where an employee is required to take a meal break during a period of overtime because they have or will have worked for five hours continuously.
- B17.17. The Director-General may approve payment of a meal allowance to an employee where the criteria outlined in clause B17.16 are not met, but payment is considered reasonable.
- B17.18. An overtime meal allowance is not to be paid if the employee returns to a permanent or temporary residence for a meal during a meal break, they are performing overtime at a permanent or temporary residence, or a meal is provided at the ASA's expense.
- B17.19. The Director-General may review and adjust the rate of overtime meal allowance, in accordance with the relevant amount published from time to time by the Australian Taxation Commissioner as the reasonable amount for overtime meal expenses in the Commissioner's ruling on reasonable travel and meal allowance expense amounts. The rate will be no less than the rate of overtime meal allowance specified in the APS Enterprise Award 2015.

B18. Shift work

- B18.1. An employee is considered to be a shift worker for the purposes of this Agreement and the NES if rostered to perform ordinary hours of duty outside the period 0630h to 1800h Monday to Friday, and/or on Saturdays, Sundays, or public holidays for an ongoing or fixed period.
- B18.2. **Introduction and variation of shift work arrangements.** Where necessary as a means of meeting operational requirements, supervisors may introduce shift work or a new shift roster or cycle of shifts (other than 12-hour shifts).
- B18.3. The Director-General may introduce 12-hour shifts. A 12-hour shift roster is not to include more than three consecutive nights and will be subject to a trial period of no less than six months.
- B18.4. Consultation is to be undertaken with employees on proposed shift arrangements, including changes to rostered hours, consistent with Part K.
- B18.5. **Exchange of shifts.** Employees are able to exchange shifts or rostered days off by mutual agreement and with the consent of their supervisor, on the basis that the arrangement does not make an employee eligible for an overtime payment.
- B18.6. **Change of shift.** Employees who are required by their supervisor to change rostered hours of duty are to be given at least seven days' notice of the change. Where seven days' notice is not given, employees are entitled to payment, at the relevant overtime rate, for the part of the shift that is outside the previous rostered hours of duty, until the notice period has expired. Employees who receive this penalty are not entitled to any other penalty payment for that period of duty.
- B18.7. Where seven days' notice is unable to be given because of illness or other unanticipated absence of another employee, the overtime rate is not payable.
- B18.8. In unforeseen situations requiring an immediate high-level operational response, the Director-General may approve the commencement of a shiftwork arrangement. The temporary arrangement is to be in place for no longer than 21 days, during which time a more permanent roster is to be set up and approved, consistent with clause B18.2 or B18.3. The temporary roster is to be staffed on a volunteer basis where possible. Remuneration is to be consistent with the normal shiftwork provisions detailed in section B19.
- B18.9. Where emergency shift duty, due to operational factors, is introduced, employees may agree to waive the notice period at clause B18.6. Subject to the provisions of Part K, changes to rostered hours of duty can be made by mutual agreement at any time or by amendment of the roster on seven days' notice.

- B18.10. **24-hour limit.** Except at the regular change-over of shifts, an employee should not be required to work more than one shift in each 24 hours.
- B18.11. The emergency duty provisions do not apply to employees whose duty for the day is varied by alteration of the commencement of the scheduled shift to meet an emergency.
- B18.12. Employees performing 12-hour shifts will not be required (unless in exceptional circumstances) to perform overtime, where it falls within a period of 12 hours on either side of a normal day or night shift. In all but exceptional circumstances, the maximum length of time an employee should have to remain on duty is 14 hours, including the 12-hour shift period and a two-hour overtime period before or after the shift.

B19. Shift penalty payments

- B19.1. Employees who are required to perform duty as shiftworkers will receive shift penalty payments. Shift penalty payments are not taken into account in the calculation of any allowance based upon salary, nor paid with respect to any shift for which overtime is paid. Shift penalty rates are in addition to an employee's ordinary salary for the shift.
- B19.2. Eligible employees will receive the following rates of penalty payments in addition to their ordinary salary:

Table B2 – Shift penalty rates

| Ordinary hours worked | | Penalty rate |
|--|---|--------------|
| Night Monday to Friday | Where any part of the shift falls between the hours of 1800h and 0630h | 15% |
| Continuous night Monday to Friday | Where shifts fall wholly within the period 1800h to 0800h and are worked, consecutively and continuously, for a period exceeding four weeks | 30% |
| Saturday | All hours | 50% |
| Sunday | All hours | 100% |
| Public holiday or Additional day (Table E4) | All hours | 150% |

- B19.3. The minimum payment for ordinary duty performed on a public holiday for each separate attendance is four hours. Where more than one attendance is involved, the minimum overtime payment provision does not operate to increase an employee's overtime remuneration beyond the amount which would have been received, had the employee remained on duty from the commencing time of duty on one attendance, to the ceasing time of duty on a following attendance.
- B19.4. Employees who are required to perform rostered duty on each of the days of the week over a shift cycle, but are rostered off on a public holiday or the Additional day as described at Table E4, are to be granted one day/shift in lieu of that holiday. If practicable, this day/shift is to be granted within one month after the holiday.
- B19.5. Where it is not practicable to grant a day/shift off in lieu, the employee will be paid one day's/shift's pay at the ordinary rate.
- B19.6. Shiftworkers who are rostered on, and perform duty on, both the actual public holiday and the designated alternative public holiday will receive, in respect of duty performed on the alternative public holiday payment of:
- 150 per cent penalties in accordance with Table B2; or
 - 15 per cent penalties in accordance with Table B2 and a day off in lieu.

- B19.7. Shiftworkers who elect to have a day off in lieu in accordance with sub-clause B19.6.b must take that day off within four weeks of the alternative public holiday. If they are unable to do so, they will be paid 150 per cent penalties (less any penalties already paid for that period).
- B19.8. Subject to clauses B19.9 and B19.10, if a public holiday is to be observed on an alternative day, duty performed on:
- a. the alternative day is to be paid at the public holiday rate; and
 - b. the public holiday is to be paid at the non-holiday weekday or weekend rate, as applicable.
- B19.9. A shiftworker who performs duty on 25 December will be paid penalty payments at the public holiday rate regardless of any substitution arrangements.
- B19.10. A shiftworker who performs duty on 25 December and a day substituted for a public holiday occurring on 25 December will be paid penalty payments at the public holiday rate on both days.
- B19.11. A shiftworker who performs duty on the Additional day following Christmas Day, will be paid at the public holiday rate for duty on that day.
- B19.12. **Christmas stand down duty.** Shiftworkers rostered off for duty on one or both of the Christmas stand down's two weekdays will be granted TOIL for each day the employee is rostered off. Any TOIL, accumulated in accordance with this clause, must be used within the time periods specified in clause E20.5.
- B19.13. **Averaged shift penalties.** Supervisors and affected employees may agree that shift penalties be averaged over an agreed cycle.

B20. Shiftworker Time off arrangements

- B20.1. Shiftworkers may access a 'time off' arrangement similar to flex, with the consent of their supervisor. An employee may request to take time off during rostered hours, and work those hours at a later time. For the 'time off', the employee is to be paid at the shift work rate which would have been applicable to the hours taken off.
- B20.2. A 'time off' arrangement can also be applied to enable an employee to work time in advance and take the time at a later date.

B21. Casual (irregular or intermittent) employment

- B21.1. A casual (irregular or intermittent) employee is defined in the definitions section.
- B21.2. A decision to expand the use of casual employees is subject to section K4 of this Agreement.
- B21.3. The ASA will regularly review the working arrangements of casuals to assess if they are genuinely performing irregular and intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
- B21.4. Remuneration for casual employees will be on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this Agreement. The loading is not payable on duty performed as overtime and is paid in addition to shift penalties.
- B21.5. 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.

- B21.6. Clause B21.5 does not restrict the ASA's ability to grant paid Miscellaneous leave to a casual employee.
- B21.7. A casual employee will be paid for a minimum of four hours per engagement at the appropriate casual rate. Where more than one attendance in a day is involved, the minimum payment is six hours or the total of the hours worked, whichever is greater.
- B21.8. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.
- B21.9. Casual employees are also to be paid:
- a. shift penalties as specified in clause B19.2 if required to perform ordinary hours of duty according to a pattern of shifts that fall outside the span of hours; and/or
 - b. Overtime in accordance with clause B17.6, where they perform duty in excess of daily hours specified in their notice of engagement.
- B21.10. Hours of duty for a casual employee are those specified in their notice of engagement. The notice of engagement cannot specify hours of duty in excess of the length of the standard day. The span of ordinary hours is 0700h to 1900h excluding public holidays.

B22. Non-ongoing employment

- B22.1. A non-ongoing employee is defined in the definitions section.
- B22.2. 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 section E5;
 - b. redundancy provisions at Part L, subject to clause B22.3; and
 - c. where explicitly stated within another clause in this Agreement.
- B22.3. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at Part L will apply.
- B22.4. If the redundancy provisions apply to an employee under clause B22.3, the agency must adhere to the consultation requirements at Part K of this Agreement.
- B22.5. Redundancy provisions under the FW Act may apply in certain circumstances.

B23. Employees required to reside on-site

- B23.1. An employee who resides on-site is not eligible to receive:
- a. overtime when performing duties considered to be part of the on-site residency arrangement. Overtime may be paid in accordance with clause B17.6 for extra duty performed that is not considered part of the on-site residency arrangement; and
 - b. restriction allowance unless otherwise determined by the Director-General.

B24. Employees employed at a designated training area

- B24.1. An employee whose usual place of employment is a designated training area:
- a. may be employed on Saturdays between the hours of 0800h and 1830h without payment of overtime rates, provided the ordinary number of hours for the week has not been exceeded;

- b. will be excluded from the span of hours as per clause B3.1 of the Agreement during periods of training of troops, provided that the number of ordinary hours per week is not exceeded; and
- c. will be paid overtime for duty in excess of nine hours in any one day or in excess of their ordinary hours per week.

Part C – Remuneration

C1. Salary

C1.1. Employees are to be paid a salary for their classification in accordance with the Tables at Annex A.

C1.2. Ongoing and non-ongoing 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:

$$\text{Fortnightly rate of pay} = \frac{\text{Annual Salary} \times 12}{313}$$

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.

C1.3. The formula for calculating the hourly rate of pay is:

$$\text{Hourly rate of pay} = \frac{\text{Fortnightly rate of pay}}{75 \text{ (full time fortnightly hours)}}$$

C2. Adjustments to rates of pay

C2.1. Salary rates will be as set out in Annex A to this Agreement.

C2.2. The base salary rates in Annex A include the following increases:

- a. 4.00% from the FFPP on or after 1 March 2024 (14 March 2024);
- b. 3.80% from the FFPP on or after 1 March 2025 (13 March 2025); and
- c. 3.40% from the FFPP on or after 1 March 2026 (12 March 2026).

C2.3. Annex A also includes additional increases in the base salary for the minimum APS Level 1, the maximum APS Level 5, and the minimum APS Level 6 during the life of this Agreement. The purpose of these additional increases are to reduce pay fragmentation within the APS.

C2.4. Subject to clause C2.5 and C3.6, employees will receive increases to their base salary consistent with clause C2.2.

C2.5. An employee is excluded from receiving pay rises where they have refused to participate in the Performance Feedback Assessment and Development Scheme (PFADS) in Part I of this Agreement. This includes supervisors who have failed to fulfil their responsibilities and undertake the core elements of PFADS set out in section II for their employees.

C3. Salary setting

C3.1. Where an employee is engaged, moves to or is promoted in the ASA, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Director-General determines a higher salary within the relevant salary range under these salary setting clauses.

C3.2. The Director-General 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.

- C3.3. In determining a salary under these salary setting clauses, the Director-General will have regard to relevant factors including the employee's experience, qualifications and skills.
- C3.4. Where an employee commences ongoing employment in the ASA immediately following a period of non-ongoing employment in the ASA for a specified term or task, the Director-General will determine the payment of the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the ASA.
- C3.5. Where an employee commences ongoing employment in the ASA immediately following a period of casual employment in the ASA, the Director-General will determine the payment of salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the ASA
- C3.6. Where an APS employee moves to the ASA at level from another APS agency, and their salary is above the maximum of the salary range for their classification or broadband, the Director-General will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification or broadband.
- C3.7. Where the Director-General determines that an employee's salary has been incorrectly set, the Director-General may determine the correct salary and the date of effect.
- C3.8. Where an employee within ASA is reassigned duties at the same classification level, the salary is to remain the same as the salary the employee was receiving prior to the reassignment.
- C3.9. Where the reassignment of duties was as a result of a formal merit selection process, the Director-General may determine an alternative salary.
- C3.10. Where an employee is reassigned the duties of a position that has the same classification level, but a different pay range, the Director-General may determine a salary other than what would be payable under clause C3.8.
- C3.11. Where the classification of an employee is reduced, the salary is to be the maximum of the salary range of the lower classification, unless otherwise determined by the Director-General.
- C3.12. Where an employee requests in writing to be assigned, on a temporary basis, duties at a lower classification or duties which are at the same APS level but which attract a lower salary range, the Director-General may determine in writing that the employee is to be paid a rate within the lower range for the period specified in the request.

C4. Operation of EL2.1 and EL2.2

- C4.1. The Executive Level 2 classification has three separate levels of work value and salary: EL2, EL2.1 and EL2.2. Work at the EL2.1 and EL2.2 is expected to be uncommon, and have a work value exceeding that of an EL2 work level standard.
- C4.2. The Director-General may assign duties and determine the salary of an employee performing work at the EL2.1 or EL2.2 levels of the EL2 classification. The Defence Classification Manual or its successor describes the value of such work.
- C4.3. **Annual salary review.** The Director-General must review the salary of an employee assigned duties at EL2.1 or EL2.2 annually. Subject to any change in the work value of the duties performed, including whether the employee's performance and experience has led to a greater capacity to complete more complex work at the EL2.1 or EL2.2 work value level, the Director-General may increase or decrease the employee's salary. The annual salary review is to be conducted concurrently with the assessment of performance.

C4.4. **Salary regression.** The Director-General may reassign an employee to an EL2 or an EL2.1 position if the employee is no longer performing duties at the higher work value of an EL2.1 or an EL2.2 respectively. Where reassignment is from EL2.2 to EL2.1, the employee's salary within the EL2.1 range is to be determined consistent with clause C4.3. Where reassignment is to an EL2 position, the employee's salary may not be regressed below the EL2 level and takes into account salary progression that would have occurred at the previous level, but for the period at the higher level.

C5. Trainees

- C5.1. Trainees are employees who are employed at a training classification listed in Table 3a of Annex A and undertake one or more training requirements as determined by the Director-General.
- C5.2. Subject to satisfactory progress in meeting the training requirements for the training classification, trainees are to receive reimbursement of:
- all compulsory fees incurred in the course of their studies;
 - reasonable cost of books and equipment that are necessary or compulsory for completion of their course of studies; and
 - for Cadet APS (Research Scientist) only, thesis production costs.
- C5.3. **Salary.** While undertaking training, trainees are paid the salary in accordance with Column 2 of Table 3a of Annex A applicable to their relevant training classification. In exceptional circumstances, the Director-General may determine a higher salary up to the amount specified in Column 3 of Table 3a of Annex A, for the relevant training classification.
- C5.4. **APS Level 1-6 Trainee Advancement Broadband.** Upon successful completion of the training requirements for the training classification, trainees are allocated a classification under the *Public Service Classification Rules 2000* that is consistent with Column 2 of Table 3b of Annex A relevant to the trainee's training classification in Column 1. This allocated classification is the trainee's entry point to the APS Level 1-6 Trainee Advancement Broadband. Advancement within the broadband is to be consistent with Column 3 of Table 3b of Annex A, unless the Director-General allocates the employee a higher classification within the APS Level 1-6 Trainee Advancement Broadband.
- C5.5. **Movement to an operational classification.** Following advancement within the APS Level 1-6 Trainee Advancement Broadband, including advancement to a higher classification consistent with clause C5.4 and Column 3 of Table 3b in Annex A, the employee is allocated an operational classification at the same level. Where an employee was advanced to a higher classification consistent with clause C5.4, the skills and competencies acquired by the employee during the course of the training program must equip them to perform the work value of the operational classification to which they will be allocated, consistent with the work level standards in the Defence Classification Manual and its successor.
- C5.6. Under normal circumstances, the Director-General determines the operational classification referred to in clause C5.5 prior to advertising the traineeship. In exceptional circumstances, the Director-General may, at the end of the traineeship, advance an employee or a group of employees to a higher classification and associated salary in the advancement broadband before they are allocated an operational classification(s).
- C5.7. **Australian apprenticeships.** Employment under the Australian Apprenticeships Scheme is in accordance with conditions determined by the Director-General.

- C5.8. **Allowance payable upon movement to a training classification.** Where an existing ongoing employee moves to a training classification, the employee is eligible, where relevant, to an allowance to bring their salary up to the level received immediately prior to the movement, or the maximum salary of the classification that will apply when the employee moves to an operational classification at the conclusion of the training, whichever is lower.
- C5.9. The allowance is payable for the period the employee holds the training classification.

C6. Salary progression

- C6.1. The Director-General is to make a salary progression decision for all employees except for excluded employees.
- C6.2. **Excluded employees.** The following employees are excluded from salary progression:
- a. apprentices, who are paid according to their length of service;
 - b. employees classified as cadets and trainees whose ordinary period of training is 12 months or less;
 - c. employees classified as Graduate APS whose development program is 18 months or less;
 - d. probationers who are not cadets or trainees; and
 - e. casual employees.
- C6.3. **Eligibility criteria for base salary progression.** Employees are to satisfy all criteria during the current performance cycle to be eligible for salary progression. Where all the following criteria are met, salary progression must be paid when:
- a. the employee has participated in PFADS;
 - b. the employee has adhered to the Nuclear Mindset Principles, the APS Values, the APS Employment Principles and upheld the APS Code of Conduct;
 - c. the employee has an end-cycle performance rating of Fully Effective, Superior or Outstanding in the current performance cycle;
 - d. subject to clause C6.5, the employee has been at or above their substantive classification level for an aggregate period of at least six months during the most recent performance cycle, including:
 - i. paid leave and unpaid leave that counts as service;
 - ii. Defence Reservist Leave;
 - iii. periods of higher duties; and
 - iv. service while employed on a non-ongoing basis; and
 - e. the employee has completed all mandatory training programs unless otherwise determined by the Director-General.
- C6.4. In addition to subclause C6.3.d, any absence on paid or unpaid parental leave counts as service for an employee to be eligible for salary progression. An employee can only receive one progression.
- C6.5. Where the six-month period in subclause C6.3.d is not met, the Director-General may determine that a lesser period is appropriate. A lesser period does not apply to employees in an excluded category in clause C6.2.

C6.6. **Base salary progression and lump sum payments.** Employees who satisfy the eligibility criteria for salary progression in clause C6.3 will receive one of the following:

Table C1 – Base salary progression and lump sum payments

| | Position of employee's current base salary | Progression and/or lump sum payment |
|----------|--|--|
| A | The employee's base salary is equal to or more than one per cent below the top of the salary range for their classification. | Up to 3.8 per cent increase to their base salary. No lump sum payment. |
| B | The employee's base salary is within one per cent of the top of the salary range for their classification. | Base salary is increased to the top of the salary range for their classification. A lump sum payment to bring the total overall value of the salary progression and lump sum payment to one per cent of their base salary or one per cent of the maximum salary of the APS 4 classification, whichever is greater. The lump sum payment is not payable if the employee is eligible for the lump sum payment under Table C2, row B. |
| C | The employee's base salary is at or above the top of the salary range for their classification. | No salary progression. A lump sum of one per cent of an employee's base salary or one per cent of the maximum salary of the APS 4 classification, whichever is greater. The lump sum payment is not payable if the employee is eligible for the lump sum payment under Table C2, row C. |

C6.7. **Higher duties and salary progression.** Employees performing higher duties and in receipt of Higher Duties Allowance will be eligible for salary progression at both their substantive and higher duties classifications, subject to meeting the eligibility criteria at clause C6.3 and aggregate service at the higher classification has been a minimum of six months. Salary progression at the higher duties classification will be one of the following:

Table C2 – Higher duties salary progression and lump sum payments

| | Position of employee’s current higher duties salary | Progression and/or lump sum payment |
|----------|---|---|
| A | The employee’s higher duties salary is equal to or one per cent below the top of the salary range of the higher classification. | Up to 3.8 per cent increase to their higher duties salary. No lump sum payment. |
| B | The employee’s higher duties salary is within one per cent of the top of the salary range of the higher classification. | The higher duties salary is increased to the top of the salary range for the higher duties classification. A lump sum payment to bring the total overall value of the salary progression and lump sum payment to one per cent of their higher duties salary or one per cent of the maximum salary of the APS 4 classification, whichever is greater. |
| C | The employee’s higher duties salary is at or above the top of the salary range of the higher classification. | No salary progression. A lump sum of one per cent of an employee’s higher duties salary or one per cent of the maximum salary of the APS 4 classification, whichever is greater. |

- C6.8. Salary progression while acting at a higher classification will be retained for future periods of higher duties or on promotion to that classification, unless the Director-General determines a higher salary in accordance with section C3.
- C6.9. **EL2.1 and EL2.2 salary progression.** Salary progression within the EL2.1 and EL2.2 levels occurs in accordance with clause C4.3. Employees occupying positions at the EL2.1 and EL2.2 levels are to participate in PFADS as set out in Part I of this Agreement and must satisfy the eligibility criteria set out in clause C6.3 to receive a lump sum payment of one per cent of the employee’s salary at the EL2.1 or EL2.2 level. A lump sum payment is not applicable if a decision to increase salary under clause C4.3 is made.
- C6.10. **Salary progression for APS Level 3 – Executive Level 1 (Legal 1) Broadband.** The Director-General may determine an alternative rate of salary progression to be applied to employees allocated a classification in the APS Level 3 – Executive Level 1 (Legal 1) Broadband.
- C6.11. **Qualification barrier.** An employee’s salary cannot progress past a qualification barrier if the employee does not have the relevant qualification. If the employee does not have the relevant qualification, the employee may be eligible to receive a lump sum payment in accordance with clause C6.6 or C6.7.
- C6.12. **Broadband barrier.** Where a broadband contains a barrier, the conditions of the barrier as specified in each broadbanding arrangement must be met for an employee’s salary to progress past the barrier. If the conditions are not met, the employee may be eligible to receive a lump sum payment in accordance with clause C6.6 or C6.7.
- C6.13. **Date of effect for salary progression and/or lump sum payment.** Salary progression and lump sum payments are paid with effect from the last payday in September each year unless otherwise determined by the Director-General. Salary progression and lump sum payments will not be made before this date, such as where an employee separates from the ASA before the progression payment comes into effect.
- C6.14. Where an employee is eligible for progression in accordance with clause C6.3, the date of effect for salary progression and/or lump sum payment will not be affected if the progression decision is recorded late. If a progression decision is not recorded by the

date of effect, the Director-General may determine that the employee is eligible for progression from the date of effect. In the event a supervisor or manager considers they do not have sufficient information to confirm eligibility has been met under clause C6.3, the supervisor or manager must make a decision in the favour of the employee.

- C6.15. Where an employee is promoted prior to the date of effect for salary progression and/or lump sum payment at clause C6.13, the progression decision made in relation to the employee's previous classification no longer has effect. Salary on promotion provisions are set out under section C3.
- C6.16. **Deferral of salary progression decision.** Where the employee is rated as partially effective and has met the remaining criteria in clause C6.3, the Director-General must defer the progression decision by six months. Deferred salary progression is paid with effect from the second payday after 28 February if the employee meets the eligibility criteria of clause C6.3. Any lump sum payable under clause C6.6 or C6.7 is halved.
- C6.17. **Denial of salary progression.** The Director-General must deny salary progression for the entirety of the performance cycle where clause C6.15 does not apply and an employee has:
- a. refused to participate in PFADS including any managing poor performance procedures;
 - b. failed to meet one or more of the progression eligibility criteria in clauses C6.3 and C6.5;
 - c. received a performance rating of Not Effective; and/or
 - d. a further rating of Partially Effective determined at the end of the deferral period.
- C6.18. **Reinstatement of salary progression.** The Director-General may reinstate unpaid or deferred salary progression where the original deferral or non-payment decision is remade, following a review.
- C6.19. **S&T 8 Salary Regression.** The Director-General may regress the salary of an employee at Science and Technology Level 8 where they are rated as Not Effective. The salary may not be regressed below Science and Technology Level 7 and takes into account salary progression that would have occurred at the previous level, but for the period at the higher level.

C7. Superannuation

- C7.1. The ASA will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- C7.2. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
- C7.3. The ASA will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the agency's payroll system.
- C7.4. The ASA will provide an employer contribution of 15.4% of the employee's Ordinary Time Earnings (OTE) for employees who are members of the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation funds.
- C7.5. Employer contributions will be made for all employees covered by this Agreement.
- C7.6. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

C8. Salary packaging

- C8.1. An employee may access salary packaging arrangements consistent with the ASA policy, as amended from time to time, and the terms of the contractual salary package agreement.
- C8.2. Probationers, trainees, casuals and non-ongoing employees engaged for periods of less than 12 months may participate, provided that the salary sacrifice arrangements can be completed in the period of employment. The only exception to this is motor vehicles.

C9. Supported Wage System

- C9.1. 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.
- C9.2. Specific conditions relating to the supported wage scheme are detailed in Annex C.

C10. Payment on death

- C10.1. When an employee dies, or the Director-General has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the Director-General must authorise payments to:
 - a. 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; and
 - b. if applicable, payment of removal expenses (in accordance with section F2) will be paid as if the former employee had retired.

C11. Overpayments

- C11.1. An overpayment occurs if the ASA 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).
- C11.2. Where the Director-General considers that an overpayment has occurred, the Director-General will provide the employee with notice in writing. The notice will provide details of the overpayment.
- C11.3. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Director-General 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.
- C11.4. If after considering the employee's response (if any), the Director-General confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.
- C11.5. The Director-General 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.

- C11.6. The ASA and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
- C11.7. Interest will not be charged on overpayments.
- C11.8. Nothing in clause C11.1 to C11.7 prevents:
- a. The ASA from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
 - b. The ASA from pursuing recovery of the debt through other available legal avenues;
and
 - c. The employee or the ASA from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Part D – Allowances and reimbursements

D1. Allowances

- D1.1. Unless otherwise stated, allowances in the nature of salary are to:
- be paid during periods of paid leave where an employee would have continued to receive the allowance but for the leave unless provided by relevant legislation;
 - be reduced on a pro-rata basis during periods of leave at less than full pay; and
 - count as salary for various purposes as detailed in Annex B.
- D1.2. Where one or more allowances prescribed in this Part are payable within a workplace according to a predictable pattern, such payments may be commuted, subject to the agreement of the supervisor and the affected employees. The commuted payment would normally be made in fortnightly instalments.
- D1.3. The Director-General may determine an allowance not prescribed in this Part, subject to the following:
- the circumstances warranting payment did not exist or were unknown at the date of commencement of this Agreement; and
 - the affected employees, have been consulted on the rate(s) of allowance and the conditions under which they will be paid.

D2. Departmental Liaison Officer Allowance

D2.1. An employee who performs the duties of Departmental Liaison Officer (DLO) and attends for duty at the office of a Minister or Parliamentary Secretary /Assistant Minister for the whole of the ordinary hours of duty on a day, is to be paid an annual allowance for each day of attendance, in lieu of overtime. The rate of allowance is as follows:

Table D1 – DLO Allowance

| From the FFPP after the commencement of the Agreement | From 13 March 2025 | From 12 March 2026 |
|---|--------------------|--------------------|
| \$24,540 per annum | \$25,473 per annum | \$26,339 per annum |

D3. Higher Duties Allowance

- D3.1. Where a role needs to be filled for two 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.
- D3.2. The Director-General may approve non position-based higher duties allowance where an employee performs the duties or responsibilities of a higher work level, or where establishment or classification action is neither warranted nor appropriate. This may include:
- performing the relevant responsibilities of a military position;
 - recognition of the particular demands, including timeframes, of certain research and development activities.

- D3.3. Employees will not be required to perform duties at the higher level without payment of the higher duties allowance.
- D3.4. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the Director-General.
- D3.5. Where an employee is found to be eligible for salary progression at their higher duties classification level, they will receive an appropriate increase in the rate of higher duties allowance in accordance with section C6. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
- D3.6. Where an employee is assigned only part of the higher duties, the Director-General will determine the amount of allowance payable.
- D3.7. 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 two working weeks.
- D3.8. The Director-General may shorten the qualifying period for higher duties allowance on a case-by-case basis.
- D3.9. Higher duties allowance continues to be paid during periods of paid leave provided the higher duties allowance would have continued but for the absence.

D4. Restriction Allowance

- D4.1. Employees may be directed by their supervisor to be immediately contactable, be ready and available to perform overtime and to remain within a specified distance of their home or workplace outside the employee's ordinary or rostered hours of duty. Before doing so a supervisor is to consider matters outlined in clause B17.17.
- D4.2. Employees will not be required to undertake out-of-hours restriction during any period of leave.
- D4.3. An employee will be paid Restriction Allowance for each hour, or part thereof, that they are on restriction duty at the following rates:

Table D2 – Restriction Allowance

| Days | Hourly rate of salary |
|--|------------------------------|
| Monday to Friday | 7.5 per cent |
| Saturday and Sunday | 10 per cent |
| Public holidays and the Additional day described at Table E4 | 15 per cent |

- D4.4. An employee who is on restriction duty and is required to perform work will be paid overtime in lieu of the restriction allowance. Payment of overtime for any 24-hour period will be if the employee is:
 - a. not required to attend a place of work, one hour, or the actual hours of overtime worked, whichever is the greater; or
 - b. required to attend at a place of work, three hours, or the actual hours of overtime worked, whichever is the greater.

- D4.5. The Director-General may approve alternate rates for certain employees having regard to the circumstances of the restriction, including the:
- a. number of interruptions in each restriction period;
 - b. time of day when these occur and their patterns over a period of time;
 - c. nature and length of the interruptions; and
 - d. period the employee has been under restriction.

D5. Workplace Responsibility Allowances

Level 1 Workplace Responsibility Allowances

- D5.1. An employee will be paid a fortnightly allowance for the period the employee:
- a. holds a current first aid certificate, is vaccinated against Hepatitis B virus, and has been appointed by the Director-General to administer first aid; or
 - b. has been appointed by the Director-General to Emergency Contact Officer duties and completed any required training to perform these duties; or
 - c. holds a certificate from an accredited health and safety training organisation and is elected by members of their designated work group to perform Health and Safety Representative duties; or
 - d. has been appointed by the Director-General as a Workplace Behaviour Advisor and received appropriate training; or
 - e. holds a current mental health first aid certificate and has been appointed by the Director-General to perform Mental Health Advisor duties.
- D5.2. An employee cannot be appointed to perform the functions outlined under clause D5.1 without their consent.
- D5.3. The rate of the fortnightly Workplace Responsibility Allowance will be paid in accordance with the following table:

Table D3 – Level 1 Workplace Responsibility Allowance

| From the FFPP after the commencement of the Agreement | From 13 March 2025 | From 12 March 2026 |
|---|--------------------|--------------------|
| \$30.51 | \$31.67 | \$32.75 |

Level 2 Workplace Responsibility Allowances

- D5.4. An employee will be paid a fortnightly allowance for the period the employee:
- a. In addition to sub-clause D5.1.a, administers first aid in the workplace and:
 - i. undertakes complex or high level maintenance of a first aid room with frequent use; **and/or**
 - ii. administering first aid in workplaces where 'high risk' work is performed.
 - b. In addition to sub-clause D5.1.b, has been appointed the role of Chief Warden or Deputy Chief Warden.

D5.5. The rate of the fortnightly Workplace Responsibility Allowance will be paid in accordance with the following table:

Table D4 – Level 2 Workplace Responsibility Allowance

| From the FFPP after the commencement of the Agreement | From 13 March 2025 | From 12 March 2026 |
|--|---------------------------|---------------------------|
| \$46.08 | \$47.83 | \$49.46 |

Other conditions

- D5.6. When appointing employees to these roles the Director-General will consider:
- a. the employee’s suitability, availability and capacity to undertake the role; and
 - b. whether they are already performing another workplace responsibility role that could restrict them to fulfil the required duties.
- D5.7. The Director-General may agree to pay more than one workplace responsibility allowance to an employee performing two or more roles concurrently having regard to clause D5.6.
- D5.8. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount provided they engage in work during any given pay cycle.
- D5.9. Workplace responsibility allowance is not pro-rated for part-time employees.

D6. Community language allowance

- D6.1. A community language allowance will be paid where the Director-General determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the employee meets the required level of competency set by the Director-General.
- D6.2. The allowance is paid in accordance with the employee’s level of competency:

Table D5 – Community Language Allowance

| Rate | Standard | From the FFPP after the commencement of the Agreement | From 13 March 2025 | From 12 March 2026 |
|------|---|---|--------------------|--------------------|
| 1 | An employee who has adequate language skills, as determined by an individual or body approved by the Director-General, 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 Director-General | \$2,870 per annum | \$2,979 per annum | \$3,080 per annum |

D6.3. The allowance is calculated annually and paid fortnightly.

D6.4. The full allowance is payable regardless of flexible work and part-time arrangements.

D6.5. The allowance is payable during periods of paid leave.

D6.6. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

D7. Potentially Hazardous Material Allowance

D7.1. An employee who is appropriately trained, certified, and is required to carry out final inspection and certify that dangerous goods can be assigned for transportation in accordance with internal departmental procedures, is to be paid the allowance set out in line A of Table D6.

D7.2. An employee who is appropriately trained, certified, and is required to undertake manufacturing, filling or breaking down of explosives ordnance is to be paid the allowance set out in line B of Table D6.

D7.3. The allowances set out in D6 will be paid continuously where an employee undertakes such duties on a regular and predictable basis. Where an employee undertakes such duties on an intermittent basis, they will be paid for the period in which they undertake the duties.

D7.4. Where circumstances require an employee to perform both functions set out in clauses D7.1 and D7.2, the Director-General may pay allowances consistent with clauses D7.1, D7.2 and D7.3. An employee cannot be directed to perform both functions without such payment.

Table D6: Rates of Potentially Hazardous Material Allowance

| | Duty | Rate per fortnight | | |
|----------|--|---|--------------------|--------------------|
| | | From the FFPP after the commencement of the Agreement | From 13 March 2025 | From 12 March 2026 |
| A | Inspection and certification of dangerous goods | \$92.54 | \$96.06 | \$99.33 |
| B | Manufacturing, filling or breaking down of explosives ordnance | \$64.81 | \$67.27 | \$69.56 |

D8. Limitations on allowances under sections D9 to D15

- D8.1. The following limitations in respect to the payment of the allowances specified in sections D9 to D15 apply:
- a. where more than one of the rates provides payments for substantially the same nature, then only the highest rate is payable;
 - b. the allowances are to be paid irrespective of the times at which the work is performed and are not subject to any premiums or penalty additions; and/or
 - c. the allowances are not payable during public holidays, Annual Leave, Personal/Carer's Leave or any other absence from duty.

D9. Artificial Environments Allowance

- D9.1. Employees will be paid an allowance as set out in Table D7 where they are working in places where:
- a. the temperature is reduced by artificial means to below -1 degree Celsius; or
 - b. the temperature is increased by artificial means to above 45 degrees Celsius (in the shade); or
 - c. in a confined space.

Table D7: Artificial Environments Allowance

| From the FFPP after the commencement of the Agreement | From 13 March 2025 | From 12 March 2026 |
|---|--------------------|--------------------|
| \$1.24 | \$1.29 | \$1.33 |

- D9.2. The allowance is paid for each hour or part thereof.
- D9.3. Confined space means a compartment, space or place, the dimensions of which require an employee to work in a stooped or otherwise cramped position, or without proper ventilation. It may include such spaces as inside boilers, steam drums, furnaces, flues, combustion chambers, retorts, tanks, buoys or economisers.
- D9.4. Where work continues for more than two hours in one of the above situations, employees are entitled to 20 minutes rest after every two hours work, without deduction of pay.

D10. Working at Heights Allowance

D10.1. An employee required to work at heights, including when engaged to operate a turret forklift, is to be paid the following allowance while so engaged.

Table D8: Working at Heights Allowance

| From the FFPP after the commencement of the Agreement | From 13 March 2025 | From 12 March 2026 |
|---|--------------------|--------------------|
| \$1.09 | \$1.13 | \$1.17 |

D10.2. The allowance is paid for each hour or part thereof.

D11. Dirty or Offensive Work (including epoxy-based materials and fumes)

D11.1. An employee will be paid the allowance in Table D9 when required to perform duties:

- a. that the supervisor agrees is of an unusually dirty or offensive nature; or
- b. using (or in close proximity to those using) epoxy-based materials or materials that include, or require the addition of, a catalyst hardener and reactive additives or two-pack catalyst; or
- c. in a place where offensive fumes are present.

Table D9: Dirty or Offensive Work Allowance

| From the FFPP after the commencement of the Agreement | From 13 March 2025 | From 12 March 2026 |
|---|--------------------|--------------------|
| \$1.09 | \$1.13 | \$1.17 |

D11.2. The allowance is paid for each hour or part thereof.

D12. Duty at sea

D12.1. Duty at sea is performed voluntarily and is subject to agreement between an employee and their supervisor, noting the provisions of clauses D12.3 to D12.11 below. Employees cannot be compelled to perform duty at sea.

D12.2. **Definitions.** For the purposes of duty at sea, the following definitions apply:

- a. **Surface vessel** means a motor-driven sea-going vessel operating on the surface of the water.
- b. **Submarine** means a motor-driven or nuclear-powered submersible sea-going vessel.
- c. **Small vessel in harbour** means a small surface vessel which does not have toilet or food preparation facilities and which operates in an enclosed body of water in the vicinity of the employee's normal workplace.
- d. **At sea** means all time on board a vessel from the time the vessel leaves the wharf until it returns. This includes any launch or other vessel used to transport an employee to or from a vessel upon which work is to be performed.
- e. **Leaving the wharf** means the point at which the access gangplank between the vessel or launch has been withdrawn.
- f. **Returning to the wharf** means the point at which the access gangplank between the vessel or launch has been placed against the vessel or launch and shore communication established.

D12.3. The allowances specified below at Table D10 and D11 are not to be paid to employees undertaking work on a surface vessel or submarine while, for the entire time that work is performed, the surface vessel or submarine is moored to a wharf.

D12.4. The allowances specified below at Table D10 and D11 are not to be paid to employees undertaking familiarisation trips unless the purpose of the familiarisation trip is to prepare the employee to undertake duty at sea in the future.

Table D10: Duty at Sea Allowance

| | From the FFPP after the commencement of the Agreement | From 13 March 2025 | From 12 March 2026 |
|----------------|---|--------------------|--------------------|
| Surface vessel | \$173.70 | \$180.30 | \$186.43 |
| Submarine | \$217.12 | \$225.37 | \$233.03 |

D12.5. The allowance is paid for each 24-hour period or part thereof.

D12.6. The 24-hour period commences upon leaving the wharf.

D12.7. This allowance is payable in lieu of restriction allowance and travelling allowance, provided that where meals and accommodation are not provided at the ASA's expense, the travelling allowance components for meals and accommodation are paid.

D12.8. **Sea Trials.** Employees performing duty at sea in a vessel prior to its formal acceptance are to be paid an additional allowance set out in Table D11.

Table D11: Duty at Sea – Sea Trials Allowance

| From the FFPP after the commencement of the Agreement | From 13 March 2025 | From 12 March 2026 |
|---|--------------------|--------------------|
| \$148.37 | \$154.01 | \$159.25 |

D12.9. The allowance is paid for each 24-hour period or part thereof.

D12.10. **Overtime.** The notion of 'standard working hours' does not apply to duty performed at sea. It therefore follows that the usual methods for calculating overtime cannot be applied to duty performed at sea.

D12.11. Prior to the commencement of a trip, employees and their supervisors are to discuss the number of hours likely to be worked per day in excess of 7 hours and 30 minutes. This extra time is to be considered overtime and paid at twice the employee's normal rate of pay, or at two and a half times the employee's normal rate for work performed on a public holiday. A higher number of hours claimed by employees performing duty on submarines is warranted, given that there is no alternative to work during waking time while aboard a submarine.

D12.12. If the agreed amount of averaged overtime is exceeded because of unforeseen circumstances, this overtime is to be paid at the overtime rates specified in clause D12.11.

D12.13. The arrangements for duty at sea also apply to Executive Level employees, noting that employees at this classification require the approval of the Director-General before overtime can be paid.

D12.14. An employee may elect to convert overtime to time off in lieu, consistent with the provisions of clauses B17.13 and B17.14.

D12.15. The provisions at clauses D12.8 to D12.14 are not to apply to work performed exclusively within the bandwidth aboard a small vessel in harbour. In such cases, the following allowance is paid per hour or part thereof for the first three hours:

Table D12: Duty at Sea – Overtime Allowance (within bandwidth)

| From the FFPP after the commencement of the Agreement | From 13 March 2025 | From 12 March 2026 |
|---|--------------------|--------------------|
| \$6.30 | \$6.54 | \$6.76 |

D12.16. Where work is performed beyond three hours without a return to wharf for a period of at least 45 minutes the overtime allowance per hour or part thereof will be:

Table D13: Duty at Sea – Overtime Allowance (beyond 3 hours and no return to wharf)

| From the FFPP after the commencement of the Agreement | From 13 March 2025 | From 12 March 2026 |
|---|--------------------|--------------------|
| \$7.86 | \$8.16 | \$8.44 |

D12.17. For the purposes of clause D12.16, the bandwidth may be varied by no more than one hour, by agreement between the employee and their supervisor.

D13. Office Disruption Allowance

D13.1. The ASA will seek to prevent employees being subjected to any 'disruptions' as defined at clause D13.3 below. In situations where such disruptions exist due to unavoidable or other particular circumstances, the Director-General may determine that an allowance is to be paid to employees affected by the disruptions. The Director-General will determine the rate of allowance.

D13.2. Where employees are temporarily relocated, the temporary location will not be 'the usual place of work' for the purposes of excess travelling time.

D13.3. For these purposes:

- a. **'Disruption'** means any detrimental effects on the working conditions of office-based employees caused by a variety of factors associated with 'building activities', including one, or generally more, of the following: dust, noise, fumes, heat, vibrations, cold, wet, dirt, loss of amenities, general inconvenience.
- b. **'Building activities'** means any construction, building, alterations or refurbishment activities which may cause disruptions (as defined above) at an office location.

D14. Protective Clothing and Safety Equipment Allowance

D14.1. Employees performing duties requiring that they wear protective clothing because they are welding, using spray equipment, or are exposed to Otto fuel will be paid allowances as specified in Table D14 below:

Table D14: Protective Clothing and Safety Equipment Allowance

| Duty | Rate per fortnight | | |
|----------------------------|---|--------------------|--------------------|
| | From the FFPP after the commencement of the Agreement | From 13 March 2025 | From 12 March 2026 |
| Where exposed to Otto Fuel | \$2.83 | \$2.94 | \$3.04 |
| Welding | \$1.57 | \$1.63 | \$1.69 |
| Spray equipment operation | \$1.09 | \$1.13 | \$1.17 |

D14.2. **Definition.** Spray equipment means pressurised devices used to administer substances to eradicate weeds or vermin or apply paint.

D14.3. **Minimum payment.** The minimum payment for employees engaged on spray gangs destroying weeds or vermin is 7 hours 30 minutes per day.

D15. Climatic Effect Allowance

D15.1. Employees will be paid an allowance where they are required to perform duties that are incidental to their principal duties:

- a. in the open or in exposed conditions subject to wind-driven dust, sloppy or muddy conditions; or
- b. where water or other liquid is continually dripping on the employee or underfoot (and the employee's boots or clothing become saturated).

D15.2. The allowance per hour or part thereof are specified in the below:

Table D15: Climatic Effect Allowance

| From the FFPP after the commencement of the Agreement | From 13 March 2025 | From 12 March 2026 |
|---|--------------------|--------------------|
| \$1.15 | \$1.19 | \$1.23 |

D15.3. An employee who lacks access to amenities as a result of performing work in the open is also entitled to this allowance.

D15.4. The allowance is payable for the performance of work in, or under, the conditions described. It is not payable where performance of the work could be deferred and this deferral would remove the climatic effect, except where the employee is nevertheless directed by their supervisor to perform that work.

D16. Storage and Plant Allowance

D16.1. An employee performing the functions listed below in an ASA stores site, Naval establishment or tropic treating plant is to be paid an allowance while performing any of the following duties:

- a. stripping and assembling machine guns and guns up to 7.62mm bore;
- b. stripping and assembling breech mechanisms of the heavier type of guns, except when the work is carried out under direct supervision;
- c. fitting tackles or running gear;
- d. making and repairing rope grommets for driving bands of shell;
- e. repairing rope fenders and lighter, etc.;
- f. canvas work such as the making and repairing of hatch covers for lighters, covers for trucks and machinery, etc.;
- g. repairing cartridges;
- h. wire splicing;
- i. mixing and issuing oils and paints; or
- j. stripping, testing and assembling depth charge pistols or cleaning, preserving, wrapping and packing of metal parts.

D16.2. The rate of this allowance per day or part thereof is specified in the following table:

Table D16: Storage and Plant Allowance

| From the FFPP after the commencement of the Agreement | From 13 March 2025 | From 12 March 2026 |
|---|--------------------|--------------------|
| \$5.95 | \$6.18 | \$6.39 |

D17. Tool Allowance

D17.1. Where a metal trades employee is not provided with all tools necessary for the performance of their duties they will be paid a fortnightly allowance as specified in the following table:

Table D17: Tool Allowance

| From the FFPP after the commencement of the Agreement | From 13 March 2025 | From 12 March 2026 |
|---|--------------------|--------------------|
| \$38.84 | \$40.32 | \$41.70 |

D18. Electrical Licence Allowance

D18.1. Employees who are recognised electrical tradespersons who hold licenses for all classes of electrical wiring work and who are required to carry out such work (for which the licence is required) will be paid a fortnightly allowance as specified in the following table:

Table D18: Electrical Licence Allowance

| From the FFPP after the commencement of the Agreement | From 13 March 2025 | From 12 March 2026 |
|---|--------------------|--------------------|
| \$62.81 | \$65.20 | \$67.42 |

D19. Motor Vehicle Allowance

D19.1. The Director-General may give approval for an employee to use a private motor vehicle, owned or hired by the employee, at their own expense and risk, for official purposes. Approval will only be given where it results in greater efficiency or less expense to the ASA. No employee is to be compelled to use a private vehicle. Where such use is authorised, an employee will be paid Motor Vehicle Allowance (MVA).

D19.2. The rates for MVA may be reviewed and adjusted by the Director-General from time to time having regard to relevant economic factors, such as the relevant ATO Determination.

D20. Work related expenses

D20.1. The Director-General may approve reasonable reimbursement of expenses incurred by employees during the course of, or arising out of, their employment.

D20.2. Application may include, but is not limited to:

- a. reimbursement for the loss or damage to clothing or personal effects;
- b. the purchase of clothing or personal effects necessary and suitable for travel on official business;
- c. where the use of privately owned equipment for official purposes has been agreed by the Director-General, provision of the necessary consumable office supplies and reimbursement of reasonable costs for the maintenance of equipment;
- d. where an employee's life insurance policy includes a loading due to the nature of duties undertaken, reimbursement of an amount equal to that part of the premium loading that relates to payment of money on the death of the employee;
- e. where agreed between the employee and the Director-General, an employee may, while visiting or travelling within Australia or overseas at their own expense, have all or any costs associated with their attendance at a conference, seminar or other work related activity met by the ASA;
- f. an employee may be reimbursed reasonable additional travel costs, including fares and parking and tolls, incurred while performing duty temporarily away from their normal place of work. This provision does not normally apply to employees in receipt of travelling allowance;
- g. reimbursement for the cost of purchasing protective or other clothing such as waterproof boots, aprons or gloves where it is necessary or required that the employee wear such items. The costs of laundering the items will be met, where the employee is responsible for the laundering;

- h. an employee may be reimbursed for reasonable costs associated with undertaking a work trial, prior to potential permanent placement as part of a redeployment process;
- i. reimbursement for reasonable costs associated with the hire or purchase (where appropriate) of equipment, where the employee is required to camp overnight as part of their duties and is not supplied with camping equipment by the ASA; and
- j. reimbursement of reasonable costs arising from additional dependant care arrangements incurred by employees due to them:
 - i. undertaking duty travel away from their normal work location; or
 - ii. being directed to work additional hours; or
 - iii. attending a conference or training course outside their regular work hours.

D20.3. The Director-General will approve reimbursement of reasonable costs incurred by an employee who has leave cancelled or is recalled to duty while on Annual leave, Long Service leave or flextime. Reasonable costs include those for flights and accommodation, where relevant.

D21. Sustainable Transport Advance Scheme

D21.1. The Director-General may approve an advance of salary for an employee to purchase:

- a. an annual or multiple use public transport ticket;
- b. a bicycle; or
- c. an electric scooter (where it is a permitted mode of transport in the State or Territory the employee works),

for the purposes of travelling to and from work.

D21.2. The advance will be paid in the first available pay period following an approved application and recovered from pay over an agreed period, but not more than 12 months.

D21.3. The employee must provide evidence of the purchase no later than four weeks following the approval of the advance.

D21.4. An advance to a non-ongoing employee must be able to be recovered over the term of their employment.

The Director-General will deduct any residual amount owed by an employee where they cease employment with the ASA. Employees will be notified of their debt and the impact on final monies prior to final monies being processed.

Part E – Leave and public holidays

E1. Leave – general

- E1.1. Employees are provided with access to a fair and flexible range of options for paid and unpaid absences from work that assists employees and the organisation to balance work and personal priorities. The timing and duration of leave (whether with or without pay) is to be mutually agreed between the employee and their supervisor unless clause E3.8 applies.
- E1.2. **Definition of a ‘week’.** For the purposes of leave, unless otherwise stipulated, a ‘week’ refers to the ordinary weekly hours for an employee, whether full-time or part-time.
- E1.3. An employee on approved leave with pay, other than Long Service leave, including leave with half pay, on either or both sides of a public holiday, will be paid full pay for the public holiday. Where leave on both sides of a public holiday is without pay, no payment is to be made for the public holiday. Employees on Long Service leave are paid for the public holiday at the same rate at which the leave is taken.

E2. Portability of leave

- E2.1. Where an employee moves into the ASA 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.
- E2.2. Where an employee is engaged in the ASA 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.
- E2.3. Where an employee is engaged as an ongoing employee in the ASA, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another), at the employee’s request, any unused accrued Annual leave (excluding accrued leave paid out on separation) and Personal/Carer’s leave will be recognised.
- E2.4. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another) at the employee’s request, any unused accrued Annual leave (excluding accrued leave paid out on termination of employment) and Personal/Carer’s leave will be recognised.
- E2.5. Where an employee is engaged as an ongoing employee in the ASA, 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 E2.2), the ASA will recognise any unused accrued personal/carer’s leave at the employee’s request. The ASA will advise the employee of their ability to make this request.
- E2.6. Where an employee is engaged as an ongoing employee in the ASA, and immediately prior to the engagement the person was employed by a State or Territory Government, the Director-General may recognise any unused accrued personal/carer’s leave, provided there is not a break in continuity of service.

- E2.7. Where an employee is engaged in the ASA as either an ongoing or non-ongoing employee and immediately prior to the engagement, the person was employed in the ADF, the employee will be credited with Personal/Carer's Leave deemed to have accrued at the rate of two weeks for each full-time year of ADF service completed. The accrual and crediting of Personal/Carer's Leave under section E5 still apply.
- E2.8. For the purposes of clauses E2.1 to E2.7, an employee with a break in service of less than two months is considered to have continuity of service.

E3. Annual leave

- E3.1. Employees progressively accrue four weeks (20 days) of Annual leave each year of service. Accrual of Annual leave for part-time employees is on a pro-rata basis.
- E3.2. A supervisor may grant an employee Annual leave where sufficient credit is available.
- E3.3. Supervisors must not unreasonably refuse to agree to a request by the employee to take paid annual leave. Following a request to take annual leave by employees, supervisors will provide a response in writing outlining the reasons for refusal where the employee requests.

- E3.4. **Calculation of basic credit.** Annual leave is accrued daily and credited fortnightly. Fortnightly credits are calculated in hours as follows:

Fortnightly credit (hours) = A multiplied by B and divided by C, where

A = number of hours worked that count as service in a fortnight

B = per annum Annual leave credit (full-time equivalent) expressed in hours (i.e. sum of basic credit of 150 hours and any Additional leave accrued in accordance with clause E3.6)

C = full-time working hours over a 12-month period (i.e. 1956.25 hours).

- E3.5. The number of hours worked that count as service in a fortnight is based on the approved weekly hours for an employee (whether full-time or part-time), less any periods of leave without pay not to count as service or any unauthorised absence. Employees in receipt of worker's compensation for more than 45 weeks accrue Annual leave on the basis of hours actually worked.
- E3.6. Additional annual leave:
- a. **Shiftworkers** – Employees who work a roster that includes at least 10 Sundays or public holidays over a 12-month period accrue Additional Annual leave at the rate of one week per annum from the first full fortnight.
 - b. **Overseas localities** – Employees who work in certain overseas localities are eligible for Additional Annual leave.
- E3.7. **Maintaining reasonable Annual leave balances.** Employees are to manage their leave credits to ensure that leave balances do not exceed 450 hours as at the last pay in each financial year. Supervisors may allow an employee to maintain an Annual leave balance of over 450 hours for a short period due to operational requirements or agreed leave plans.
- E3.8. The Director-General may direct an employee with a leave balance in excess of 450 hours to take leave in order to reduce the employee's leave balance. The employee must be provided with a reasonable period of notice of the requirement to take leave.

- E3.9. Where the employee's annual leave balance is over 450 hours, the employee is entitled to time off, exercisable at their discretion. Such time off is to be:
- a. notified to their supervisor with at least four-weeks notice;
 - b. accessed within eight weeks of the request; and
 - c. of no more than one week in duration unless otherwise agreed between the supervisor and the employee.
- E3.10. **Half-pay Annual leave.** Annual leave may be granted at half-pay to an employee on the basis that one day of Annual leave at full pay is equivalent to two days of Annual leave at half pay. Employees with excess Annual leave credits will not be granted Annual leave at half-pay, unless authorised by the Director-General.
- E3.11. **Employee purchased Additional Annual leave.** An employee may purchase Additional Annual leave to a maximum of four weeks of Annual leave per annum.
- E3.12. Purchased leave must not take an employee's Annual leave balance above 450 hours, unless authorised by the Director-General.
- E3.13. Annual leave counts as service for all purposes.
- E3.14. **Public holiday.** An employee will not be taken to be on Annual leave on a public holiday.
- E3.15. Where an employee's approved annual leave is cancelled or the employee is recalled to duty, the employee will be reimbursed travel costs not recoverable from insurance or other purposes. The employee may be required to provide evidence of costs prior to reimbursement.
- E3.16. **Closedown.** Where an establishment observes a closedown over a holiday period (other than the period between Christmas and New Year), the Director-General may direct that an employee at that establishment observe that period of closedown by using Annual leave, unless required to attend for duty.
- E3.17. A closedown will not require an employee to use more than five days of their Annual leave accrual. Managers should seek to find alternative duties before requiring an employee to utilise their leave credits. Flextime may be available to APS 1 – 6 employees in accordance with section B7 or EL TOIL for Executive Leave employees at section B10 where the employee does not have sufficient leave available. Otherwise, Miscellaneous leave (without pay to count as service) will be granted.
- E3.18. **Additional payment – shiftworkers.** Shiftworkers in receipt of Additional Annual leave under subclause E3.6.a and shift penalties in excess of 17.5 per cent in a shift cycle will be paid 50 per cent of all penalties attracted by their shift pattern during periods of Annual leave. The shift penalties used to calculate the 17.5 per cent and the shift penalties paid during leave will not include penalties paid for public holidays.
- E3.19. **Payment-in-lieu on separation.** In the event of separation from the ASA for any purpose (other than a move to another APS agency), an employee will be paid out their Annual leave credit calculated to (and including) the date the employment ceases. Payment in-lieu is calculated using the employee's final rate of salary, including allowances that would have been included during Annual leave.

E4. Long service leave

- E4.1. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- E4.2. The minimum period for which long service leave will be granted is seven 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 section E18 of this Agreement.

E5. Personal/Carer's leave

- E5.1. Employees progressively accrue 18 days of Personal/Carer's leave each year (pro-rata for part-time employees).
- E5.2. Subject to available credits and notice and evidence requirements determined by the supervisor under clause E5.6 to E5.9, a supervisor will approve Personal/Carer's leave with pay where the employee is absent due to personal illness/injury or caring responsibilities. An employee may take Personal/Carer's leave if the leave is taken:
- a. because the employee is not fit for work because of a personal illness or injury affecting the employee; or
 - b. to provide care or support to a member of the employee's family, or a member of the employee's household, or a person they have caring responsibilities for, who requires care or support because of a personal illness or injury affecting the other person, or an unexpected emergency affecting the other person; or
 - c. to attend appointments with a registered health practitioner; or
 - d. to manage a chronic condition.
- E5.3. **Initial credit.** Employees engaged:
- a. on an ongoing basis or for a specified or anticipated term in excess of 12 months receive an initial credit of 18 days of Personal/Carer's Leave, pro-rated for part-time employees. This is in addition to the ordinary accrual and crediting of Personal/Carer's Leave at clause E5.4. An initial credit is not to be given if prior employment, in excess of 12 months, has been recognised in accordance with clauses E2.2, E2.6 and E2.7; or
 - b. on a non-ongoing basis for less than 12 months receive an initial credit of 18 days Personal/Carer's Leave upon commencement with the ASA that is pro-rated based on the employee's initial contract period and if they work part-time hours, capped at 18 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to Personal / Carers' leave, leave will accrue daily and credited fortnightly.
- E5.4. **Calculation of basic credit.** Personal/Carer's leave is accrued daily and credited fortnightly. Fortnightly credits are calculated in hours as follows:
- Fortnightly credits (hours) = A multiplied by B and divided by C, where
- A = number of hours worked that count as service in a fortnight
- B = per annum Personal/Carer's leave credit (full-time equivalent) expressed in hours (i.e. 135 hours)
- C = full-time working hours over a 12-month period (i.e. 1956.25 hours).

E5.5. Personal/Carer's leave (paid or unpaid) counts as service for all purposes. The number of hours worked that count as service in a fortnight is based on the employee's ordinary weekly hours (whether full-time or part-time), less any periods of leave without pay not to count as service or any unauthorised absence. For employees in receipt of worker's compensation for more than 45 cumulative weeks accrue Personal/Carer's leave on a pro-rata basis based on hours actually worked.

Notice and evidence requirements

E5.6. **Notice of absence.** Where practicable, the employee must give notice to their supervisor prior to the absence, of the intention to take leave and the expected period of the leave, or otherwise notify their supervisor at the first opportunity on the day of the absence.

E5.7. A supervisor may request a medical certificate or other supporting material after:

- a. more than three consecutive days; or
- b. more than eight days without evidence in each calendar year.

E5.8. Acceptable evidence includes:

- a. a certificate from a registered health practitioner;
- b. a statutory declaration; and
- c. another form of evidence approved by the Director-General.

E5.9. A certificate from a registered health provider may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.

E5.10. **Half-pay Personal/Carer's leave.** Personal/Carer's leave may be granted at half-pay to an employee on the basis that one days Personal/Carer's leave at full pay is equivalent to two days Personal/Carer's leave at half pay.

E5.11. **Effect of leave without pay on accrual.** All absences which do not count as service will not be included in calculations of Personal/Carer's leave credits.

E5.12. **Invalidity retirement.** Unless the employee provides their consent an employee will not be retired on invalidity grounds before they have accessed all their paid Personal/Carer's leave credits, or a continuous period of at least 52 weeks of their paid Personal/Carer's leave credits and/or compensation payments, whichever occurs first.

E5.13. **Access to Personal/Carer's leave during other approved leave.** If an employee is ill or injured, or is required to provide care for a period during approved Annual leave, Long Service leave, unpaid Maternity leave, unpaid Parental leave, unpaid Adoption/Fostering leave the employee may apply for Personal/Carer's leave. Personal/Carer's leave may be approved where acceptable evidence is produced and Annual leave and Long Service leave will be re-credited in accordance with section E18 to the extent of the Personal/Carer's leave granted.

E5.14. **Public holidays.** Personal/Carer's leave is not to be deducted for public holidays which the employee would have otherwise observed.

E5.15. **Additional Personal/Carer's leave.** Where an ongoing employee is required to take personal/carer's leave that is likely to exceed 10 days and they have exhausted their Personal /Carers leave credits, the Director-General may grant additional leave at full pay or half pay. The employee must provide supporting evidence. The nature of the illness may be such that the 10 days are not consecutive.

E5.16. Where an ongoing employee suffers an illness or injury on their usual journey to or from work, or to or from study approved by the ASA, and has exhausted their Personal/

Carer's leave credits, the Director-General will grant additional Personal/Carer's leave up to a maximum of 80 days (at full or half pay), less any paid personal/carer's leave taken by the employee relating to the illness or injury. Approval of this leave is subject to the employee providing acceptable supporting evidence.

- E5.17. Additional personal/carer's leave will not be approved where it delays an employee's invalidity retirement from taking effect.
- E5.18. **Casual employees.** A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access two days of unpaid carer's leave per occasion, consistent with the NES.
- E5.19. 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.

E6. Defence Service Sick Leave

- E6.1. An employee is eligible for Defence Service Sick Leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
- a. war-like service; or
 - b. non-war like service.
- E6.2. An eligible employee can get two types of credits:
- a. an initial credit of nine weeks (45 days) Defence Service Sick Leave (pro-rata for part-time employees) will apply as at the following dates, whichever is later:
 - i. they start employment with the APS; or
 - ii. DVA certifies the condition; and
 - b. an annual credit of three weeks (15 days) Defence Service Sick Leave (pro-rata for part-time employees).
- E6.3. 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.
- E6.4. Unused annual credits can be built up to nine weeks.
- E6.5. An employee cannot use annual credits until the initial credit is exhausted.
- E6.6. Defence Service Sick Leave is paid and counts as service for all purposes.

Transitional arrangements

- E6.7. An employee who was receiving an additional accrual of personal/carer's leave under clause F8.7 of the previous Agreement immediately before the commencement of this Agreement will receive the initial credit under subclause E6.2.a on commencement of this Agreement.

E7. Parental leave

- E7.1. A primary caregiver, secondary caregiver and ML Act is defined in the definitions Part.
- E7.2. 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.
- E7.3. 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.
- E7.4. 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

- E7.5. An employee is entitled to parental leave with pay as per clauses E7.7 and E7.8 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.
- E7.6. Employees newly engaged or who have moved to the ASA from another APS agency are eligible for the paid parental leave in clauses E7.7 and E7.8 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 E7.7 and E7.8, the balance is available to the employee.
- E7.7. 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 E1 below.

Table E1: Primary caregivers – circumstances for paid parental leave

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

- E7.8. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in Table E2 below.

Table E2: Secondary caregivers – circumstances for paid parental leave

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

- E7.9. **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.
- E7.10. 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.
- E7.11. **Half-pay option.** The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

Adoption and Long-term Foster Care

- E7.12. 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 six months or more as at the day (or expected day) of placement; and
 - c. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner (unless that child had not been in the custody and care of the employee or the employee's spouse or de facto partner for a significant period).
- E7.13. 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

- E7.14. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.

Pregnancy Loss leave

- E7.15. A pregnant employee who experiences, or an employee whose partner experiences, pregnancy loss is entitled to one weeks' paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.
- E7.16. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this Agreement.

Premature Birth Leave

- E7.17. In circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation. Parental leave with pay is then available from what would have been 37 weeks' gestation in accordance with Parental leave in this Agreement, noting the parental leave period commences on the child's date of birth

Transitional provisions

- E7.18. 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 E7.17 until after the legislated paid maternity leave is used.
- E7.19. **Additional unpaid leave.** The Director-General may approve additional unpaid Parental leave up to the fifth anniversary of the birth or placement of the child.
- E7.20. In addition to parental leave, an employee who is to be the primary caregiver to an adopted child is to be granted two days which may be taken as paid pre-adoption leave.

E8. Compassionate and bereavement leave

Compassionate leave

- E8.1. Employees will be eligible for three days paid compassionate leave on each occasion when:
- a. a member of their family, 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.
- E8.2. An employee may be asked to provide evidence to support their absences on compassionate leave.
- E8.3. Compassionate leave for an occasion may be taken as three consecutive days or in separate periods totalling three days. This can include part days.
- E8.4. For casual employees, compassionate leave is unpaid.

Bereavement leave

- E8.5. Employees will be eligible for three days paid bereavement leave on each occasion when:
- a. a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or
 - b. a child is stillborn, where the child was a member of their family or household.

- E8.6. An employee may be asked to provide evidence to support their absences on bereavement leave.
- E8.7. Bereavement leave for an occasion may be taken as three consecutive days or in separate periods totalling three days. This can include part days.
- E8.8. The Director-General may approve paid compassionate or bereavement leave in excess of three days.
- E8.9. For casual employees, bereavement leave is unpaid.

E9. Defence Reservist Leave

- E9.1. The Director-General may grant leave (with or without pay) to enable an employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full-Time Service (CFTS) obligations, Cadet Force obligations or any other Defence Force requirements.
- E9.2. An employee is to be granted Defence Reservist Leave with pay, for up to five weeks during each financial year for the purpose of undertaking service in the

ADF Reserve.

- E9.3. An additional two weeks paid leave may be granted during the employee's first year of ADF Reserve service to facilitate participation in recruit/initial employment training.
- E9.4. Defence Reservist Leave can be built up and taken over two consecutive years. This includes the extra two weeks in the first year of service.
- E9.5. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to three weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
 - a. Australian Navy Cadets;
 - b. Australian Army Cadets; and
 - c. Australian Air Force Cadets.
- E9.6. In addition to the entitlement at clauses E9.2 and E9.3, 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.
- E9.7. Paid Defence Reservist Leave counts as service.
- E9.8. Unpaid Defence Reservist Leave for six months or less counts as service for all purposes. This includes periods of CFTS.
- E9.9. Unpaid Defence Reservist Leave taken over six months counts as service, except for Annual leave.
- E9.10. An employee will not need to pay their tax-free ADF Reserve salary to their agency for any reason.

E10. Emergency Response leave

- E10.1. 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. reasonable travelling time;
 - c. reasonable recovery time.

- E10.2. Full-time and part-time employees will be able to access 20 working days of paid Emergency Response Leave at their full rate of pay per year if required. The Director-General may provide additional Emergency Response Leave with pay.
- a. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- E10.3. Paid Emergency Response leave may be refused where the employee's role is essential to the ASA's response to the emergency.
- E10.4. 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.
- E10.5. The Director-General will approve up to four days of paid leave per occasion for attendance at training or ceremonial obligations as a member of a recognised emergency management organisation, and may approve further reasonable paid or unpaid leave for ceremonial duties and training.
- E10.6. Emergency Response Leave, with or without pay, will count as service.

E11. Jury duty

- E11.1. 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.
- E11.2. 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.
- E11.3. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- E11.4. If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the ASA for the period of absence. This will be administered in accordance with the overpayments provisions in section C11.

E12. Leave to attend proceedings

- E12.1. 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.
- E12.2. An employee who is not covered under clause E12.1, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the ASA.
- E12.3. An employee may otherwise be granted paid or unpaid miscellaneous leave by the Director-General if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued Annual leave, flex leave or time off in lieu.
- E12.4. The Director-General 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.

E13. NAIDOC Leave

E13.1. First Nations employees may access up to two days of paid leave per calendar year to participate in NAIDOC week activities.

E13.2. NAIDOC leave can be taken in part days.

E14. First Nations Ceremonial leave

E14.1. First Nations employees may access up to six days of paid leave over two years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.

E14.2. The Director-General may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.

E14.3. First Nations ceremonial leave can be taken as part days.

E14.4. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

E15. Cultural Leave

E15.1. The Director-General may grant up to three 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.

E15.2. The Director-General may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.

E15.3. Cultural leave can be taken as part days.

E15.4. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under section E14 (First Nations ceremonial leave)

E16. Unspecified leave day

E16.1. An employee will be granted up to one day/shift each calendar year at full pay on a non-cumulative basis without the need to specify the reason for the absence.

E17. Miscellaneous leave

E17.1. The Director-General may grant miscellaneous leave for a purpose that the Director-General considers to be in the interests of the ASA.

E17.2. Miscellaneous leave may be granted:

- a. for any employee covered by this Agreement;
- b. for the period requested or for another period;
- c. with or without pay;
- d. in the case of miscellaneous leave without pay, to count as service or not to count as service;
- e. subject to certain conditions; and/or
- f. subject to the provision of supporting evidence.

E17.3. Notwithstanding clause E7.17, miscellaneous leave is available for the reasons set out in Table E3.

E17.4. Miscellaneous leave may also be provided for reasons outlined in the Miscellaneous Leave Policy. The Miscellaneous Leave Policy provides guidance on the scope, operation and application of miscellaneous leave.

E17.5. Where changes to the Miscellaneous Leave Policy are proposed, including circumstances where the Miscellaneous Leave Policy does not comprehend the granting of leave for a particular purpose, consultation will occur in accordance with K5.1.b.

Table E3 – Types of Miscellaneous Leave

| Purpose of leave | With or without pay | TCAS or NTCAS* | Entitlement | Requirements |
|---|----------------------------|---------------------------------|---|---|
| Domestic and family violence | with pay | TCAS | As agreed by Director-General. | Subject to section J6 |
| Disaster support | with pay | TCAS | As agreed by Director-General. | Subject to section J7 |
| Additional cultural or ceremonial purposes | either | Either – note subclause E17.2.d | As agreed by Director-General. | Subject to clause E15.2 |
| Participating in the Australian Civilian Corps | without pay | NTCAS | Subject to period of deployment or training. | Refer to the <i>Prime Minister's Australian Civilian Corps Directions 2012</i> |
| Taking up employment in the interest of the department or the APS | without pay | NTCAS | Up to one year. This period may be extended with the Director-General's agreement. | The delegate must be satisfied that the employment is in the interests of the APS or the department and no conflict of interest exists. |
| Undertaking employment under the <i>Members of Parliament (Staff) Act 1984 (MoPs Act)</i> or <i>Governor-General Act 1974 (GG Act)</i> | without pay | TCAS | Period of leave will be granted for the period of employment under these Acts. | Subject to presentation of satisfactory evidence. |
| Statutory appointments | without pay | NTCAS | Period as agreed by the Director-General. | Subject to presentation of satisfactory evidence. |
| Accompanying a spouse or partner on a Commonwealth posting or a posting in the interests of the Commonwealth | without pay | NTCAS | Maximum period is the period during which the employee's spouse/partner is required to perform the duties of the posting. | |

*TCAS = To Count as Service

*NTCAS = Not To Count as Service

E18. Re-crediting of leave

E18.1. 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; and
- becomes eligible for:
- h. personal/carer's leave;
 - i. compassionate or bereavement leave;
 - j. jury duty or emergency services leave;
 - k. leave to attend to family and domestic violence circumstances; or
 - l. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave,
- the affected period of leave will be re-credited.

E18.2. Where 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.

E18.3. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

E19. Unauthorised absence.

E19.1. An employee is not entitled to be paid for any period of unauthorised absence in excess of 30 minutes in a pay period. The supervisor may allow the employee to make up the time and retain the entitlement to receive pay for the period. Unpaid unauthorised absences do not count as service for any purpose.

E20. Christmas stand down

E20.1. The Christmas stand down period generally applies from close of business on the last working day before Christmas Day until the commencement of the first working day following 1 January. An additional day holiday and an additional specified leave day will extend the Christmas stand down period in accordance with Table E4.

Table E4 Additional and specified leave days

| If Christmas Day is on a... | The Additional day is... | The Specified leave day is ... |
|------------------------------------|---------------------------------|---------------------------------------|
| Sunday | Wednesday 28 December | Tuesday 3 January |
| Monday | Wednesday 27 December | Tuesday 2 January |
| Tuesday | Monday 31 December | Monday 24 December |
| Wednesday | Friday 27 December | Tuesday 24 December |
| Thursday | Monday 29 December | Friday 2 January |
| Friday | Tuesday 29 December | Thursday 24 December |
| Saturday | Wednesday 29 December | Friday 24 December |

- E20.2. Employees are not required to use Annual leave or flextime to cover any part of the stand down. All employees are to absent themselves during the stand down unless the Director-General directs otherwise.
- E20.3. Employees who are absent without pay or on Long Service leave and shift workers on Personal/Carer's leave, remain on these forms of leave with or without pay as applicable.
- E20.4. **Notice for employee required to work.** An employee directed to work during any part of the stand down's two weekdays are to be given at least 14 days notice of such requirement. Where less than 14 days notice is given, an affected employee attracts emergency duty conditions (see clause B17.15) for all time worked during the stand down's two weekdays.
- E20.5. **Time off in lieu.** An employee who is directed to work during any part of the stand down's two weekdays must also be granted TOIL within four weeks of the stand down. Where this is impracticable, TOIL is to be granted before 1 May of the following year, at a time agreed between the employee and their supervisor. The amount of time off equals:
- a. if notice was given in accordance with clause E20.4 – the time worked during the employee's ordinary hours; or
 - b. if notice was not given in accordance with clause E20.4 – one day for each day on which time was worked during the employee's ordinary hours, regardless of the amount of time actually worked.
- E20.6. **Extraneous payments.** For overtime, Restriction allowance and shift penalty payment purposes, the stand down's two weekdays are to be treated as ordinary weekdays.

E21. Public holidays

- E21.1. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- a. 1 January (New Year's Day);
 - b. 26 January (Australia Day);
 - c. Good Friday and the following Monday;
 - d. 25 April (Anzac Day);
 - e. the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - f. 25 December (Christmas Day);
 - g. 26 December (Boxing Day); and
 - h. any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the Fair Work Regulations 2009 from counting as a public holiday.
- E21.2. If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
- E21.3. The Director-General 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.

- E21.4. The Director-General 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.
- E21.5. Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday, except in relation to 25 December.
- E21.6. An employee who performs duty on 25 December and a day substituted for a public holiday occurring on 25 December is to be paid at the public holiday rate on both days.
- E21.7. Where a public holiday falls during a period when an employee is absent on leave (other than Annual, paid Personal or Defence Service Sick Leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. If on Long Service Leave on half pay, payment is at half pay.)
- E21.8. 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 E21.1.
- E21.9. An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day was not a public holiday, except where that person would not normally have worked on that day.
- E21.10. 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 Director-General 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.

Part F – Travel, relocation and remote localities

F1. Official travel

- F1.1. Employees must adhere to relevant Commonwealth policies and legislation regarding use of Commonwealth resources, including expenditure for official travel. The ASA may issue official travel policy to provide guidance and direction regarding the legislative and policy requirements that apply to travellers undertaking official travel.
- F1.2. Official travel must only be undertaken where there is a genuine business need that cannot be met by other means, such as by teleconferencing or video-conferencing. Official travel must be undertaken in the most efficient, effective, economical and ethical means.
- F1.3. Employees will be provided with the facility to meet reasonable travel costs on the basis that they neither gain nor lose financially when required to travel on official business, including those required to camp out as part of their duties. Subject to Commonwealth policies, legislation and the ASA policy and processes, the facilities to meet reasonable travel costs may include:
- a. Using a Defence Travel Card, including withdrawal of cash for meals and incidentals up to the approved travel budget.
 - b. Payment of meals and incidentals directly into an employee's bank account.
 - c. Reimbursement of approved travel expenses.
 - d. Access to Whole of Government travel management services for booking accommodation, flights, care hire or other travel modes.
- F1.4. Where funding is allocated for meals and incidentals to meet reasonable travel costs, these funds may be spent at the discretion of the employee, up to the approved travel budget and consistent with an employee's general duties under the *Public Governance, Performance and Accountability Act 2013*.
- F1.5. **Class of air travel.** The class of travel for employees travelling domestically is economy class. The Director-General may approve a higher class of travel where satisfied that special circumstances exist.

Service accommodation

- F1.6. An employee cannot be directed to use Service accommodation unless its use:
- a. is directly integral to, and is a genuine pre-condition for attendance at the ASA activities; and
 - b. no reasonable alternative exists that is within the requirements of official travel policy or Accountable Authority Instructions.
- F1.7. The activities at subclause F1.6.a include training and development courses, exercises and demonstrations. They do not include the provision of civilian logistical support to military exercises where the affected APS employees are not direct participants in those exercises.

Rates of travel assistance

F1.8. The Director-General will determine the rates for the accommodation, meals or incidentals components of travel assistance having regard to the relevant ATO determination. The rates may be reviewed and adjusted from time-to-time.

Part day travel

F1.9. An employee who travels on official business for a period of not less than 10 hours, but is not absent overnight, will be paid Part Day Travelling Allowance (PDTA). The payment will be paid through the pay system without exception.

F1.10. The rate of PDTA will be determined by the Director-General and will be no less than the relevant ATO determination rates for the lunch and incidental components of travel allowance for capital city and high cost country centres. The Director-General may vary the rate of PDTA taking into consideration the capital city lunch and incidental components of the travel budget. The rate of PDTA payable is to be reduced by the meal component of the travel budget where an employee is provided with a meal at official expense, for example at a workshop or training course, and the employee would otherwise be entitled to full payment of PDTA.

F1.11. An employee, who is not eligible for PDTA, is to be reimbursed for reasonable additional out-of-pocket expenses incurred while performing duty temporarily away from their normal place of work.

F2. Relocating with the ASA

F2.1. Where an existing employee is required to relocate at the request of the ASA (such as a promotion or term transfer), 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.

F2.2. Where an employee is required to relocate on engagement with the ASA, the employee will be provided with financial relocation assistance.

F2.3. Reasonable expenses associated with the relocation include:

- a. the cost of transport of the employee, dependants and partner by the most economical means;
- b. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
- c. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
- d. the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Enterprise Award 2015.

F2.4. Other assistance provided may include but is not limited to:

- a. pre-relocation visit(s);
- b. reimbursement of any substantiated loss of any personal and/or household effects;
- c. removal and/or storage of personal and/or household effects;
- d. disturbance allowance;
- e. settling in/out allowance;

- f. rental assistance and/or advance of bond/lease/utility costs;
- g. legal and professional costs on the sale and purchase of homes;
- h. education assistance for dependent children; and
- i. reunion fares.

- F2.5. Further information is available in the ASA APS relocations policy as amended from time to time.
- F2.6. Assistance in identifying potential the ASA or other APS employment opportunities in the new location will be given to an employee's partner and/or other members of the employee's household who relocate with the ASA employee. This provision extends to ASA employees who relocate with a partner who is an ADF member.
- F2.7. The Director-General may review and adjust the rates applicable to elements of relocation assistance having regard to the relevant economic indicators.
- F2.8. Where an employee retires, is retired or dies, the Director-General may, in limited circumstances, authorise the payment of relocation expenses reasonably incurred by the employee, dependants and/or partner of the employee.
- F2.9. Additional or alternative relocation assistance may be considered at the Director-General's discretion.

F3. Provision of accommodation at Commonwealth expense

- F3.1. The Director-General may authorise the provision of accommodation including housing, at Commonwealth expense, if satisfied that:
- a. there are particular recruitment and/or retention issues associated with the staffing of a key position(s) in a locality;
 - b. there is no viable rental market in the immediate vicinity of the locality; or
 - c. the employee has an obligation to supervise personnel or property (such as caretakers etc.).
- F3.2. An employee authorised under clause F3.1 to occupy accommodation will make a contribution as determined by the Director-General.
- F3.3. The rate of contribution authorised under clause F3.2 is not to exceed 10 per cent of an employee's fortnightly net salary (after taxation and superannuation) where the employee has an incidental obligation of supervision or general control over personnel or property.

F4. Working overseas

- F4.1. The Director-General may determine conditions of service for employees travelling and working overseas on short-term duty and long-term postings

Part G – Managing and structuring the workforce

G1. Classifications and work level standards

- G1.1. The APS Work Level Standards (WLS) continue to operate and describe the work at each of the classification levels in this Agreement, consistent with the *Public Service Classification Rules 2000*, made in accordance with section 23 of the PS Act.
- G1.2. During the life of this Agreement, the ASA will develop an ASA Classification Manual. Until this manual is published the Defence Classification Manual will support the application of APS WLS in the ASA.
- G1.3. **Classification Manual.** The content contained in the applicable Classification Manual will support the application of APS WLS within the ASA by describing specific standards that support determining the value of work at each of the APS classification levels within the context of the ASA.
- G1.4. The applicable Classification Manual must be used when:
- a. establishing new positions;
 - b. reviewing existing positions;
 - c. classifying existing positions (to a higher or lower classification);
 - d. restructuring or designing the structure of a new work area;
 - e. establishing duty statements and selection criteria during the recruitment process;
 - f. applying non-position based higher duties or partial-performance higher duties allowance; and
 - g. investigating the establishment of a broadband.
- G1.5. The Director-General will approve the publication of the ASA classification manual, and may approve adjustments to the ASA Classification Manual, following consultation with the ASA Workplace Relations Committee (ASA WRC).
- G1.6. The development and review of the ASA Classification Manual will be conducted via the ASA Workplace Relations Committee. This work will consider and align with the Defence review of the Defence Classification Manual where relevant.

G2. Broadbands

- G2.1. The *Public Service Classification Rules 2000* authorise the Director-General to allocate more than one classification (called a broadband) to a group of duties to be performed within the ASA.
- G2.2. The Director-General may approve the creation, amendment or cessation of a broadband consistent with the following principles:
- a. the broadband operates consistent with the *Public Service Classification Rules 2000* and the APS Values and Employment Principles;
 - b. any barriers within the broadband will not result in the employee receiving less, under sections C1, C2, or C6, than they would have received had the broadband not been created;

- c. any ASA broadband operates according to its terms, as if they were part of this Agreement; and
 - d. the operation, amendment or cessation of a broadband will be subject to consultation with affected employees in accordance with Part K.
- G2.3. Complementary to the reviews at clauses G1.6 and G3.2, the ASA will review:
- a. the engineering and technical job family;
 - b. the STEM workforce including nuclear; and
 - c. the business technology workforce affected by role change through ASA Business Transformation and ERP implementation.
- G2.4. The subject matter of these reviews will be:
- a. the criteria for the advancement of employees within established ASA broadbands; and
 - b. the scope for further broadbanding in the ASA that may:
 - i. recognise the specialist and technical skills/competencies of roles identified by the ASA as critical;
 - ii. establish a skills/competency acquisition and assessment framework that supports the development of the ASA's technical and professional capability;
 - iii. form the basis of advancement within and between classifications in a broadband;
 - iv. allow for varying rates of advancement commensurate with the length of time required for an employee to attain the requisite skills/competencies;
 - v. reduce reliance on Building Capability Payments;
 - vi. support the ASA's workforce plans and achievement of the ASA's strategic objectives.
- G2.5. These reviews will be undertaken concurrently with the reviews under clauses 6 and G3.2. They are not precluded from considering broadbands that include Executive Level classifications.
- G2.6. The Science and Technology Structure, addressed at Section 1 of Part 4 of the Defence Classification Manual, will be retained. The criteria for advancement through broadbands within the Science and Technology Structure, as currently established under the Agreement, may be subject to change in the process of developing the ASA Classification Manual.
- G2.7. The reviews at clause G2.3 will be undertaken through the ASA WRC.
- G2.8. Implementation of any outcomes of the development of the ASA Classification Manual and reviews may be progressive, recognising that the development of the ASA Classification Manual and reviews may have different phases and give rise to a range of outcomes through time as each phase is concluded. Such implementation will be given effect consistent with clause G2.2.

G3. ASA Job Family Framework

- G3.1. During the life of the agreement ASA will develop an ASA-specific Job Family Framework. Until this is developed the ASA will continue to utilise the Defence Job Family Framework. The ASA Job Family Framework will be aligned, where appropriate, to the APS Job Family Model.

G3.2. The development and review of the ASA Job Family Framework will be conducted via the ASA Workplace Relations Committee. The ASA will use core elements of the Defence Job Family Framework as part of the development of the ASA Job Family Framework. The initial development of the ASA Job Family Framework will be conducted within two years of the commencement of this Agreement. This period can be extended if agreed by the ASA Workplace Relations Committee.

G4. Individual flexibility arrangements

G4.1. The Director-General 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; and
 - vi. leave and leave loading; and
- b. the arrangement meets the genuine needs of the ASA and the employee in relation to one or more of the matters mentioned in subclause G4.1.a; and
- c. the arrangement is genuinely agreed to by the ASA and employee.

G4.2. The agency 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.

G4.3. The ASA must ensure that the individual flexibility arrangement:

- a. is in writing;
- b. includes the name of the ASA and the employee;
- c. is signed by the Director-General and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- d. includes details of:
 - i. the terms of the Agreement that will be varied by the arrangement;
 - ii. how the arrangement will vary the effect of the terms;
 - iii. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - iv. states the day on which the arrangement commences.

G4.4. The Director-General must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- G4.5. The Director-General 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 Director-General and employee agree in writing – at any time.
- G4.6. The Director-General and employee are to review the individual flexibility arrangement at least every 12 months.

Part H – Professional development and capability building

H1. Mandatory training

- H1.1. Mandatory training is aimed at ensuring the ASA's employees understand their employment conditions and their responsibilities as employees of the ASA and the APS. All employees must update or refresh their knowledge of key responsibilities on a regular basis, through the completion of awareness programs which include training within the following topics:
- a. The ASA and APS Employment Framework
 - b. Workplace Behaviour
 - c. Security
 - d. Work Health and Safety
 - e. Fraud and Integrity
- H1.2. The Director-General will determine the frequency for when programs must be completed.
- H1.3. The awareness programs listed under clause H1.1 are the only awareness programs that apply for meeting the eligibility requirements for salary progression under clause C6.3.
- H1.4. All managers of employees covered by this Agreement must complete relevant modules on the ASA and APS Employment Framework, including members of the ADF who supervise employees.
- H1.5. The Director-General will take reasonable steps to ensure all substantive, ongoing Executive Level 2 (and equivalent) employees employed at the commencement of this Agreement or any new substantive, ongoing Executive Level 2 (and equivalent) employees who commence within the first six months of this Agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the Agreement.
- H1.6. Any new substantive, ongoing Executive Level 2 (and equivalent) employee who commences after six months of the commencement of this Agreement will be required to complete a relevant First Nations cultural competency training course within six months of their engagement or promotion.
- H1.7. The Director-General may determine additional awareness programs to be required for all or specific groups of employees. Such additional programs will not be mandated for the purpose of meeting the eligibility requirements for salary progression under clause C6.3.

H2. Supporting careers

- H2.1. Career management helps build organisational capability and facilitates the growth and retention of talent. The result is a strong internal field of candidates from which vacancies can be filled, subject to open and competitive selection processes.
- H2.2. Both managers and employees have a shared responsibility for career management and development. Managers and supervisors are responsible for the development of the skills and capabilities of the people they supervise or manage. This includes planning for the costs and travel involved in employee development, as well as the time the employee will be absent from the workplace.

- H2.3. Career management includes the design and implementation of processes that enable employee's careers to be planned and managed in a way that meets the needs of the ASA, and the preferences and capabilities of the individual employee.
- H2.4. To support career management the ASA will:
- a. provide all ASA APS employees with visibility of the ASA's 'core skills' and 'specialist skills';
 - b. provide visibility of the competencies, training and qualifications required of all ASA employees at defined stages of their careers, and what may be required to move across the ASA to a different level and/or role;
 - c. provide visibility of mobility opportunities within the ASA;
 - d. foster employee development to equip them to be competitive for higher level roles; and
 - e. enable employees to manage their own careers with adequate support and advice from the organisation.

H3. Workforce Learning

- H3.1. The ASA aims to deliver a learning environment that enables the ASA to scale and adapt to its workforce capability requirements.
- H3.2. The ASA learning environment will support capability and career development through:
- a. support for employees to acquire the skills, knowledge, and experience they need to perform in their job and develop their career; and
 - b. defined skill-related career paths for relevant occupational disciplines.
- H3.3. Accordingly, the ASA will make available to employees:
- a. clear guidance on job and career-related skilling requirements;
 - b. training and education opportunities to meet defined job requirements; and
 - c. continuing education and career-development opportunities, including, but not limited to, access to formal education and training, to enable employees to pursue a strong and satisfying career in the ASA.

H4. Connection with Australian Qualifications Framework

- H4.1. The ASA will ensure, to the maximum extent possible, that learning and career development programs are consistent with the Australian Qualifications Framework (AQF), in order to:
- a. provide high-quality skills outcomes to increase and maintain individuals' productivity and employability;
 - b. provide employees with the opportunity to gain nationally-recognised statements of attainment, qualifications or other forms of recognition that can support employees' mobility and advancement within their chosen career field;
 - c. enable employees to have recognised and documented, their existing competence through the recognition of prior learning; and
 - d. improve the organisational capacity and productivity of the ASA.

- H4.2. The ASA's learning programs will therefore include:
- a. the use of nationally-endorsed training packages, where these are available and appropriate to the ASA's requirements;
 - b. accredited vocational education and training not covered by training packages; and
 - c. access to workplace assessment to ensure that ASA employees can have their competencies formally recognised and documented.
- H4.3. Where appropriate and cost effective, ASA APS employees will be supported to access opportunities to gain nationally recognised statements of attainment, qualifications or other forms of recognition that are consistent with the AQF.

H5. Regional learning and development support fund

- H5.1. The Director-General may approve support from the Regional Learning and Development Support Fund to facilitate accredited training and education for employees who are:
- a. located outside Brisbane, Sydney or Melbourne metropolitan centres; or
 - b. where there is no reasonable access to necessary training activity; or
 - c. where learning and development funding in an employee's business unit is not reasonably available.
- H5.2. Support under this fund includes but is not limited to:
- a. meeting of significant travel costs for employees to attend accredited training and education, career development and leadership programs, relevant seminars and forums and mandatory corporate training and awareness programs; and
 - b. meeting of significant travel costs and/or the payment of compulsory fees to attend training where staff turnover or workplace changes result in a skills gap that cannot be addressed through normal means.

H6. Studybank/Education Assistance

- H6.1. The Director-General may approve ASA support for a course of study for an employee. This approval may include paid study time or unpaid leave. The Director-General may also approve financial assistance to the individual, subject to relevant policy.
- H6.2. All fields of study are eligible for consideration, if it is:
- a. offered by an external Registered Training Organisation, higher education institution or secondary school; and
 - b. results in a qualification under the Australian Qualification Framework.
- H6.3. The Director-General may approve paid time to enable an employee to undertake approved study, including travel to and from the workplace. Approved paid study time can be:
- a. Taken weekly to attend a course or contact session that occurs during business hours.
 - b. Taken at a time when an employee may be required to attend intensive study.
- H6.4. Taken at agreed times over the course of study to prepare for assignments or study for compulsory exams.

- H6.5. Employees will discuss and agree with their supervisor the amount of study time required and the likely absences for the unit or course they are completing in that semester or study period.
- H6.6. Paid study time does not:
 - a. Accrue or carry forward from one study period (i.e. semester or term) to another.
 - b. Apply to employees on Miscellaneous Leave Without Pay undertaking study.
- H6.7. Part-time employees are eligible for study time on a pro-rata basis.
- H6.8. Paid study time should not exceed 290 hours over a calendar year for full time employees (pro-rated for part time employees).
- H6.9. Any approval of study time granted is contingent upon the employee's ability to maintain an agreed level of performance in the workplace and subject to business requirements. The supervisor should monitor work performance during the approved study period.

H7. Professional Recognition and Memberships

- H7.1. The ASA encourages APS employees to have their qualifications and competencies recognised by industry or professional bodies and supports membership to a professional body where there is direct alignment to an employee's duties and membership/recognition requires:
 - a. demonstration of the highest professional standards in a national or international context;
 - b. commitment to a program of continuing education and development; and
 - c. demonstration of the capacity to undertake independent practice.
- H7.2. Membership of an industry or professional body will not be used as a mandatory or desirable requirement of an ASA role, except where required by legislation.
- H7.3. Where an ASA APS employee occupies a position that has direct alignment to the engineering, scientific, legal or accounting professions, the ASA will:
 - a. meet costs up to \$1,700 per annum, on the provision of relevant evidence, for the purposes of the employee attaining or maintaining accreditations or certifications by industry or professional bodies relevant to the employee's duties, including the costs associated with establishing or maintaining memberships of bodies that assist with attaining or maintaining professional accreditation and Continuous Professional Development (CPD) obligations; and
 - b. provide access to paid study time under section H6 of Studybank/Education Assistance for the purpose of meeting CPD obligations.
- H7.4. Where an ASA APS employee in one of the listed professions under clause H7.3 does not have a pathway to professional accreditation or certification with an industry or professional body relevant to their duties, the ASA will meet costs up to \$1,700 per annum, on the provision of relevant evidence:
 - a. for the membership with industry or professional bodies where membership provides relevant CPD; and
 - b. that the CPD on offer for members of the industry or professional bodies will positively contribute to the employees professional development.

- H7.5. For the avoidance of doubt, professional bodies for professional engineers include, but are not limited to, those listed on the ASA Professional Memberships intranet page, as of 9 February 2024.
- H7.6. Employees are able to choose the industry or professional body of their choice, subject to the membership and accreditation being directly relevant to the employee's duties.
- H7.7. The Director-General may:
- a. determine additional professions to qualify for the condition set out under clause H7.3;
 - b. determine a different cost ceiling under subclause H7.3.a and the amount of paid work time under subclause H7.3.b.
- H7.8. The Director-General may approve total or partial assistance for membership of a professional body, professional accreditation, and/or CPD where there is direct alignment to an employee's duties.
- H7.9. Where an employee elects an industry or professional body or association under clause H7.3 and the ASA has a commercial arrangement in place with that industry or professional body or association, the ASA may allow access to the commercial arrangements to meet the condition set out under clause H7.3 which will count towards the cap outlined in clause H7.3.
- a. Where this occurs, this will not diminish the employee's right under clause H7.6.
- H7.10. Employees may use professional post nominals in their official correspondence whilst working for the ASA.
- H7.11. Managers and employees must ensure that the CPD under clause H7.3 and H7.4 is considered and recorded when discussing the employee's career development under Part I – Performance Management.

H8. Mandatory Professional Registration or Licensing

- H8.1. Where an ASA APS employee is required to maintain mandatory professional registration or licensing with a governing body or licensing agency as an inherent requirement to be able to perform their duties, the ASA will:
- a. Meet the cost of mandatory professional registration or licensing, on the provision of relevant evidence, with a relevant governing body or licensing agency. The limit in subclause H7.3.a does not apply for mandatory professional registration or licensing, but costs met under this clause may count towards the limit where an employee seeks to gain other non-mandatory memberships, accreditations, or certifications under subclause H7.3.a;
 - b. Meet the cost, on the provision of relevant evidence, of the minimum Continuous Professional Development obligations associated with the mandatory professional registration or licensing accessed through subclause H8.1.a including travel and accommodation; and
 - c. Provide access to paid study time under section H6 of Studybank/Education Assistance for the purpose of meeting Continuous Professional Development obligations associated with the mandatory professional registration or licensing accessed through subclause H8.1.a.
- H8.2. During the life of this Agreement, the Director-General may determine additional positions to qualify for the condition set out under clause H8.1.

H9. Support for Occupational Disciplines Critical to ASA Capability

- H9.1. A group of jobs within an occupational discipline (as defined in the definitions) may be of significance to the ASA capability and may require additional support to attract or retain a sufficient number of employees to facilitate the achievement of the ASA's capability requirements. The requirement for support will change through time, as the numbers of appropriately qualified personnel increase, or the ASA's capability requirements mature or change.
- H9.2. Where such additional support is required, the Director-General may determine some or all jobs within a critical occupation (as defined in the definitions) or occupational disciplines will receive a Building Capability Payment (BCP).
- H9.3. In determining eligibility for a BCP, the Director-General will have regard to, but is not limited by, whether or not the jobs require:
- a. skills and experience in a critical occupation or occupational discipline;
 - b. competencies and experience acknowledged as specialist industry experience; and/or
 - c. qualification from an Australian tertiary or vocational institution, or another qualification relevant to the duties required of the critical occupation or occupational discipline concerned, provided that such qualification must be genuinely essential to the performance of those duties.
- H9.4. Each approved BCP arrangement will define the eligibility criteria applicable to the BCP.
- H9.5. The payment of BCPs should not be solely relied upon to address enduring structural workforce, career path or skilling issues. BCPs must be supported by strategies and activities (outside of additional remuneration) that are planned or being undertaken which support the supply of suitably capable employees. Strategies and activities should support building the capability of existing employees via professional development, ensure the transfer of skills and knowledge from experienced and skilled employees and support effective management of the workforce.
- H9.6. Prior to a BCP being introduced, the ASA will make the proposed BCP arrangement available for comment and feedback by employees or their representatives for a period of two weeks. The ASA will consider any comments or feedback received in relation to the BCP prior to implementing.
- H9.7. BCPs may be in the form of one or more of the following:
- a. A premium in addition to salary
 - b. A retention bonus;
 - c. A completion bonus;
- H9.8. With the exception of retention and completion bonuses, a BCP is paid on a fortnightly basis and is to count as salary as specified in Annex B. All other provisions of this Agreement continue to apply to employees receiving a BCP.
- H9.9. Generally, employees appointed to EL2.1, EL2.2, S&T 7 and S&T 8 classifications would not be eligible for BCPs.
- H9.10. A BCP may be varied or ceased:
- a. on a date pre-determined by the Director-General; or
 - b. no less than 28 days following written notice by the Director-General.

- H9.11. An employee in receipt of a BCP can request in writing to be excluded from receiving a BCP on a permanent basis.
- H9.12. A BCP payable under clause B2 of the previous Agreement immediately prior to the commencement of this Agreement, continues to be payable to the relevant employees at the same rate until a new BCP which applies to those employees is prescribed in accordance with clause H9.2, or the Director-General determines otherwise. Clause H9.10 will apply where the BCP is varied or is to cease.

Part I – Performance management

II. Performance Feedback Assessment and Development Scheme (PFADS)

- II.1. PFADS provides a framework that facilitates a fair and effective performance culture that supports employee performance and development. PFADS in the ASA is underpinned by frequent quality performance conversations between employees and their supervisors that form a part of everyday work so that employees:
- a. understand their role, specific work, projects or tasks and related output expectations, behaviour expectations, and how it fits into the ASA's enterprise corporate plans and contributes to achieving the ASA's purpose;
 - b. have the support, guidance and skills they need to achieve their identified work activities;
 - c. are provided the opportunity to gain and maintain the skills required to perform their current job and develop their careers;
 - d. have the opportunity to regularly discuss progress towards achieving their identified work activities and meeting expectations;
 - e. deliver on their identified work activities to achieve organisational outcomes; and
 - f. receive feedback to reflect and continue to build capability for current and future roles.
- II.2. The core elements of PFADS include:
- a. Regular two-way performance and career conversations;
 - b. Establishing, reviewing and assessing performance and behaviour expectations;
 - c. Identifying and scheduling learning and development opportunities having regard to the employee's current role and career development and Part H – Professional Development and Capability Building;
 - d. ongoing monitoring and feedback, including recognising good performance, addressing shortfalls in performance and where relevant, managing poor performance;
 - e. Documenting performance feedback, agreements and recording performance decisions; and
 - f. Providing procedural fairness in all PFADS decision making.
- II.3. Performance expectations during the performance cycle are to be:
- a. Aligned to team, Division, Group and ASA objectives;
 - b. Clear, concise, measurable and achievable during the performance cycle;
 - c. prioritised to a maximum of five key expected results (KER) which an employee is expected to achieve. Employees who are supervisors will have an additional KER that addresses supervisory proficiency;
 - d. appropriate for the employee's role and classification level; and
 - e. Contemporary to recognise any change in organisational priorities.

- 11.4. Individual performance is a shared responsibility of employees and their supervisors and all employees and their supervisors are required to participate in PFADS. Employees or their supervisors who refuse to participate in PFADS are not eligible to receive salary progression or the pay rises under this Agreement. A refusal or failure to participate in PFADS may also constitute a breach of the APS Values, APS Employment Principles and APS Code of Conduct.
- 11.5. **ADF supervisors of APS employees.** The requirement for ADF supervisors of APS employees to participate in PFADS is a lawful general order for the purposes of the *Defence Force Discipline Act 1982*. ADF supervisors are to conduct performance conversations with each of their APS employees, and provide ongoing monitoring and feedback in accordance with this Agreement.

12. Performance cycle

- 12.1. The PFADS performance cycle runs from 1 September to 31 August each year. Performance cycles for employees participating in an entry level program will have PFADS aligned to the entry level program requirements.
- 12.2. There are three defined performance conversations at the beginning, middle and end of cycle checkpoints. The outcome of these conversations will set, review and assess performance and behaviour expectations.
- 12.3. In addition to the defined performance conversations set out in clause 12.2, supervisors are required to provide regular feedback throughout the performance cycle that is clear, honest and timely and ensures that the employee has 'no surprises' about how the supervisor views their performance. Employees are encouraged to seek and provide regular feedback.
- 12.4. Consistent with subclause 11.2.d, shortfalls in performance will be brought to the attention of the employee as soon as it occurs, ensuring employees know when their performance is not meeting expectations. Employees will be provided at least four weeks' notice where the supervisor is considering determining a rating of less than fully effective at the end of a performance cycle.

13. Performance assessment

- 13.1. Following the end-cycle performance conversation between the employee and their supervisor, the Director-General is to determine a performance rating for each employee having regard to the key expected results and any other factors impacting performance such as medical conditions, the effect of organisational change or other personal circumstances.
- 13.2. The performance rating will be one of the following:
- a. **Outstanding** - Overall far exceeds all performance and behaviour expectations and sustains performance at an outstanding level over the performance cycle. Consistently produces outstanding results. This includes outstanding achievements beyond those expected of someone at their level that have clearly led to improvements in organisational productivity or effectiveness. Makes an outstanding contribution to the outcomes of the work group and the ASA. All those in contact with this individual would observe excellence. Is a role model and mentor for the Nuclear Mindset Principles, the APS Values and the APS Code of Conduct. Supervisors demonstrate exceptional people and performance management skills, such that the performance of the work team has significantly grown with improved outcomes.

- b. **Superior** - Overall meets but generally exceeds performance and behaviour expectations during the performance cycle. Consistently makes a strong and valued contribution to the outcomes of the work group and the ASA and consistently upholds the Nuclear Mindset Principles, the APS Values and the APS Code of Conduct and often demonstrates exceptional behaviours. Supervisors demonstrate excellent team leadership, consistently demonstrate strong people management skills and complete all performance management responsibilities to a high standard. They create a climate that supports and encourages team members to do their best and achieve or exceed required outcomes.
- c. **Fully Effective** - Overall consistently meets performance expectations during the performance cycle. Consistently makes a valued contribution to the outcomes of the work group and the ASA and consistently upholds and promotes the Nuclear Mindset Principles, the APS Values and the APS Code of Conduct. Supervisors demonstrate effective people management skills and complete all performance management responsibilities. They create a climate that supports and encourages team members to do their best and achieve required outcomes.
- d. **Partially Effective** - Repeated lapses in performance have occurred over the performance cycle; or limited contribution has been made to the work group and the ASA; or at times has not upheld the Nuclear Mindset Principles, the APS Values or the APS Code of Conduct. Further development and assistance is required to improve the level of performance. For supervisors, periods where supervisory responsibilities have not been met, including those of performance management. Development and guidance is required so that a climate which supports and encourages team members to do their best is consistently present.
- e. **Not Effective** - Consistently does not meet performance expectations. The standard of performance has not been met for the majority of the performance cycle, or consistently demonstrates low work output, or regularly fails to meet work deadlines or outcomes. Little meaningful contribution has been made to the work group and the ASA, or performance expectations have fallen well below the expected standards and despite effort, has not significantly and/or consistently improved. May show indifference to work responsibilities. May rarely demonstrate behaviours in line with the Nuclear Mindset Principles, the APS Values or the APS Code of Conduct. For supervisors, a consistent pattern of poor people and performance management. Despite training and guidance has consistently neglected core supervisory responsibilities.

13.3. Where the supervisor determines a rating of outstanding, the employee's achievement is to be formally acknowledged.

14. Ratings below fully effective

- 14.1. Before determining a rating that is below fully effective, the supervisor will advise the employee in writing of their preliminary performance rating and the reasons for the rating. An employee's behaviour will not be the sole determining factor of an employee's performance rating.
- 14.2. The employee will have a minimum of seven calendar days to respond to the supervisor's preliminary assessment. Having regard to the employee's response, the supervisor will make a final rating and notify the employee in writing. The supervisor and employee may agree to shorten this period.
- 14.3. Where an employee fails to respond to the supervisor's preliminary assessment, the supervisor will proceed to finalising their assessment.
- 14.4. The employee and their supervisor will make all attempts to resolve disagreements at the lowest possible level.

- 14.5. An employee may request a review of the decision in accordance with relevant policies and procedures.

15. Improving poor performance

- 15.1. The ASA promotes a high performance culture and requires effective performance from each employee. Supervisors must address any decline in performance as soon as practicable after it is identified and support the affected employee to recover performance.
- 15.2. If at any time, poor performance is identified, the supervisor and the employee are to work together to bring performance back to the standard expected through performance counselling. Employees are expected to actively participate in performance counselling to provide the best opportunity to improve their performance. Supervisors are expected to:
- a. clearly outline the performance elements that require improvement;
 - b. provide training and support to assist the employee to improve their performance;
 - c. adhere to the principles of clause 11.1 and requirements of clause 11.3;
 - d. provide a reasonable period of time, no less than four weeks, for the employee to improve before a decision is made under clause 15.3;
 - e. have regard to other factors impacting performance such as medical conditions, effect of organisational change or other personal circumstances and make adjustments where reasonable to do so;
 - f. appropriately document:
 - i. key conversations between the supervisor and employee;
 - ii. the steps taken, including training and support to assist the employee to improve their performance;
 - iii. any evidence of reasonable adjustments and support mechanisms which have been put in place to assist the employee to improve; and
 - iv. evidence of performance that has not met the required standard.
- 15.3. Where the employee's performance remains below the standard expected, the Director-General may determine that a formal performance improvement process will commence having regard to whether the expectations under clause 15.2 have been met. This will be managed under the ASA's managing poor performance procedures and includes the requirement to formally notify the employee in writing of the following:
- a. how the employee's performance is not meeting the standard expected;
 - b. that performance needs to improve;
 - c. how the employee's performance will be assessed;
 - d. that an independent assessor will be appointed;
 - e. the period of time over which performance will be assessed and factors under which that period may be extended due to leave or other circumstances;
 - f. the support available to the employee; and
 - g. the possible consequences if the employee has not attained and sustained the required standard by the end of the assessment period.

- 15.4. An employee has the right to respond to a notice issued in accordance with clause 15.3 and be represented or have a support person present during performance conversations between the employee and their supervisor.
- 15.5. The formal assessment period will usually be no less than eight weeks, unless a shorter period would be of benefit to the employee.
- 15.6. Where an employee's performance remains unsatisfactory following a formal assessment period, the Director-General may determine that the employee be reduced in classification, reassigned to other duties or have their employment terminated.

16. Repeated poor performance

- 16.1. If an employee's performance falls below the expected standard within 12 months of completing a formal performance improvement process under clause 15.3, the Director-General may determine that:
 - a. a formal performance improvement process will be conducted over a period not less than four weeks; or
 - b. where satisfied that further performance assessment will not improve performance, take action consistent with clause 15.6.

17. Early termination of employment with consent

- 17.1. An employee, with their consent, may be terminated at any stage during the managing poor performance process. Where an employee agrees to have their employment terminated, they may be eligible to receive payment of an amount determined by the Director-General in lieu of a managing poor performance process.

Part J – Employee support and workplace culture

J1. Respect at work

- J1.1. The ASA values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The ASA recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
- J1.2. The ASA 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.
- J1.3. The ASA 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.

J2. Integrity in the APS

- J2.1. The ASA 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 ASA decisions.
- J2.2. 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.
- J2.3. 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 the agency.
 - b. attend ASA mandated training about integrity.

J3. Freedom of Association and rights to representation

- J3.1. The ASA recognises that employees are free to choose whether or not to join a union.
- J3.2. The ASA recognises the legitimate role of unions in the workplace. Employees who choose to be members of a union have the right to have their industrial interests represented by that union, including in the disputes procedure under section K11.
- J3.3. The role of workplace representatives, including union delegates and other non-union employee representatives, is to be respected and facilitated.
- J3.4. The ASA recognises the right of employees to have reasonable paid time for discussions with their union on workplace matters during paid working hours, subject to operational requirements.

- J3.5. An employee may arrange to have a support person or employee representative (including a workplace delegate or union official) present during any discussion on a workplace issue that affects the employee. The two roles are however different. A support person is not an 'advocate' for the employee. They cannot speak on the employees' behalf nor should they obstruct direct conversations between the employee and the supervisor, but they may:
- a. help the employee formulate what to say;
 - b. speak during discussion to provide advice to the employee; and
 - c. undertake other supportive roles, such as taking notes on behalf of the employee.
- J3.6. An employee representative on the other hand, can advocate on behalf of the employee with their focus likely to be on ensuring the process is conducted in a procedurally fair way and consistent with the Enterprise Agreement.

J4. Delegate's rights

- J4.1. Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to the agency.
- J4.2. The role of union delegates is to be respected and supported.
- J4.3. The ASA and union delegates will work together respectfully and collaboratively, without any discrimination in their employment.

Supporting the role of union delegates

- J4.4. The ASA 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.
- J4.5. The ASA 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.
- J4.6. 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.
- J4.7. To support the role of union delegates, the ASA will, subject to legislative and operational requirements, including privacy and security requirements:
- a. provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
 - b. advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email;

- c. allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications.
- 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.

J4.8. Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or Agency before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

J5. Mature-age workforce

- J5.1. The ASA recognises the knowledge, experience and contribution made to capability by employees at or nearing their retirement age and will:
- a. encourage retention of older employees who have identified critical skills, significant knowledge or experience through use of Individual Flexibility Arrangements consistent with section G4 of this Agreement;
 - b. encourage supervisors and employees to make use of flexible leave and working arrangements, such as part-time work, job sharing and home-based work to enable transition to retirement;
 - c. reimburse costs of up to \$914 on a once-only basis towards financial advice obtained in relation to moving towards retirement; and
 - d. provide access, during working hours, to superannuation seminars where such seminars have been discussed and agreed with their supervisor.
 - e. consider whether the employee's skills may be needed on an ongoing, non-ongoing or casual basis following their separation from the ASA.

J6. Family and domestic violence support

- J6.1. The ASA will provide support for employees affected by family and domestic violence, depending on the employees' circumstances.
- J6.2. The ASA recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
- J6.3. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this Agreement.
- J6.4. 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:
- a. illness or injury affecting the employee resulting from family and domestic violence;
 - b. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;

- c. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
- d. making arrangements for the employee's safety, or the safety of a close relative;
- e. accessing alternative accommodation;
- f. accessing police services;
- g. attending court hearings;
- h. attending counselling; and
- i. attending appointments with medical, financial or legal professionals.

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 for service for all purposes.

- J6.5. 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.
- J6.6. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
- J6.7. 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.
- J6.8. 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.
- J6.9. Evidence may be requested to support the ASA in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the ASA will require, unless the employee chooses to provide another form of evidence.
- J6.10. 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.
- J6.11. The ASA will take all reasonable measures to treat information relating to domestic and family violence confidentially. The ASA will adopt a 'needs to know' approach regarding communication of an employee's experience of family domestic violence, subject to steps the ASA may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- J6.12. Where the ASA needs to disclose confidential information for purposes identified in clause J6.11, where it is possible the ASA will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
- J6.13. The ASA will not store or include information on the employee's payslip in relation to the employee's experience of family domestic violence; any leave accessed for the purposes of family domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
- J6.14. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.

- J6.15. The ASA 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.
- J6.16. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

J7. Disaster Support

- J7.1. 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 Director-General will consider flexible working arrangements to assist the employee to perform their work.
- J7.2. Where flexible working arrangements are not appropriate, the Director-General 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.
- J7.3. In considering what period of leave is appropriate, the Director-General will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth Authorities.

J8. Employee Assistance Program (EAP)

- J8.1. Employees, their partners, and their dependants/children will have access to a confidential, professional counselling service to assist employees to manage personal and work related issues. This service will be provided at no cost to employees by the ASA and will be accessible on paid time.

J9. Blood Donation

- J9.1. 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.
- J9.2. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

J10. Vaccinations

- J10.1. The ASA will offer annual influenza vaccinations at no cost to all employees.
- J10.2. Where the ASA requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

J11. Lactation and breastfeeding support

- J11.1. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
- J11.2. The ASA will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause J11.3. In considering whether a space is appropriate, an agency 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.
- J11.3. Where it is not practicable for an ASA site to have a designated space, a flexible approach will be taken so that the employee can access the support required.

- J11.4. The ASA will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- J11.5. The manager and employee will 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.
- J11.6. Further information may be available in policy.

J12. Security of ASA premises

- J12.1. The Director-General may, from time to time, issue instructions, and ensure appropriate and timely training is provided, in support of meeting particular security requirements for the protection of employees and all other persons at the ASA premises, as well as protecting ASA establishments, facilities and assets.

J13. Rehabilitation and return to work

- J13.1. Supervisors are to notify either HR Services Team initially through 1800 DEFENCE or the ASA People Policy & Culture team when:
- a. an employee is absent from duty due to illness or injury, and the employee is likely to be unfit for all duties and assistance may be needed to stay at work or to return to work; or
 - b. a report from a treating doctor indicates that an employee is partially or fully unfit for their current duties and is likely to remain so for an extended period of time; or
 - c. an employee has been absent on account of the same illness or injury for periods of 10 consecutive days or shifts, or a period totalling four weeks over a period of three months and the supervisor reasonably believes that a similar pattern of leave for personal illness/injury is likely to continue; or
 - d. the supervisor reasonably believes that an employee's state of health is:
 - i. affecting the employee's work performance;
 - ii. a danger to the employee; or
 - iii. renders the employee a danger to other employees or members of the public.
- J13.2. The intention of the notification is so that employees are not unreasonably denied access to leave for personal illness/injury, are not overpaid if they have run out of paid leave credits, and that any other required intervention or assistance is taken.
- J13.3. Ill or injured employees are to actively cooperate and participate in the development and implementation of any return to work or rehabilitation plans.
- J13.4. Employees are to attend appointments with ASA-appointed medical practitioners when directed to do so. Failure by an employee to attend an appointment may result in the cancellation fee being deducted from the employee's pay.
- J13.5. In the circumstances where a medical certificate or other supporting material provided by an employee's treating medical practitioner or specialist conflicts with that obtained from an ASA-appointed medical practitioner, the latter will prevail.

J14. Amenities

- J14.1. Access to available Defence owned or controlled amenities may be made available for all ASA personnel subject to ADF operational requirements.

Part K – Consultation, representation and dispute resolution

K1. ASA Workplace Relations Committee

- K1.1. This Agreement commences the operation of the ASA Workplace Relations Committee (ASA WRC) comprising senior ASA officials and employee representatives. The ASA will consult with, and take into account the views of, the ASA WRC on matters of a national nature relating to employment of ASA APS employees, including the implementation and operation of this Agreement and related policies, as these affect the employment conditions of employees.
- K1.2. The ASA WRC will operate in accordance with the agreed Terms of Reference. These Terms of Reference can subsequently be amended by the agreement of the members of the ASA WRC.
- K1.3. The Terms of Reference do not form part of this Agreement.

K2. Group Consultative Committees

- K2.1. As the ASA grows, Group Consultative Committees may be introduced, as needed.
- K2.2. Additional levels of consultative committees, in the form of Group Workplace Consultative Committees (GWCC), will be established on request with the agreement of the relevant Group Head and relevant unions.
- K2.3. Where a GWCC is established, the scope is limited to Group or local workplace level specific issues and the promotion and facilitation of consultation at the Group or local workplace level.
- K2.4. GWCC require ASA WRC endorsement of the agreed terms of reference and structure, including representation, before the GWCC can commence operation.

K3. APS Consultative Committee

- K3.1. The Director-General will support the operation of the APS Consultative Committee to the extent possible. This includes providing information requested by the APSC to support the operation of the APS Consultative Committee, subject to legislative requirements.

K4. Consultation

- K4.1. 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.
- K4.2. The ASA 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 ASA 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.

K4.3. 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.

K5. When consultation is required

K5.1. 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.

K5.2. The requirement for consultation extends to changes proposed by the ADF which may affect APS employees.

K5.3. The ASA, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the agency. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

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

K5.4. This clause applies if the ASA:

- 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.

K6. Representation

- K6.1. Employees may appoint a representative for the purposes of the procedures in this part either verbally or in writing. A representative for the purpose of this clause may be a union representative.
- K6.2. The ASA 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 ASA of the identity of the representative.

K7. Major change

- K7.1. In this clause, a major change is likely to have a significant effect on employees if it results in, for example:
- a. the termination of the employment of employees; or
 - b. major change to the composition, operation or size of the ASA'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.
- K7.2. The consultation requirements in clauses K7.3 to K7.9 apply to a proposal to introduce a major change referred to in subclause K5.1.c.
- K7.3. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of ASA, the requirements set out in clauses K7.3 to K7.9 are taken not to apply.
- K7.4. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause K5.3.
- K7.5. A change manager or a primary point of contact will be appointed by the ASA and their details provided to employees and the relevant union(s) and/or their recognised representatives. The change manager will be responsible for completing the change proposal under subclause K7.7.a.
- K7.6. The ASA must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
- K7.7. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause K5.3, the ASA must:
- a. for the purposes of discussing with employees, provide a change proposal in writing, to employees and the relevant union(s) and/or other recognised representatives, which includes:
 - i. all relevant information about the proposed change, including the nature of the change proposed;
 - ii. the reasons for the proposed change;

- iii. information about the expected effects of the proposed change on the employees and the proposed measures to avert or mitigate the adverse effect of the proposed change on the employees;
 - iv. timeframes for managing the change process;
 - v. where applicable, organisational charts (before and after) and, where relevant, position descriptions reflecting changed roles;
 - vi. any other matters likely to affect the employees.
- b. discuss with affected employees and relevant union(s) and/or other recognised representatives:
- i. the proposed change;
 - ii. the effect the proposed change is likely to have on the employees; and
 - iii. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees.
- K7.8. The ASA 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.
- K7.9. However, the ASA is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
- K7.10. A change proposal is not to be implemented until approved by the Director-General. The change proposal is implemented via a Staff Transition Plan.

K8. Implementing major change

- K8.1. The change manager is to develop a Staff Transition Plan in consultation with affected employees and their representatives. The change manager must also engage at the earliest opportunity with ASA People Services Branch to establish the level of support likely to be required in assisting employees affected by the change.
- K8.2. The Staff Transition Plan may be amended throughout the process to reflect necessary changes related to the major change. Consultation with employees and their representatives will occur throughout implementation of the Staff Transition Plan.
- K8.3. A Staff Transition Plan must include:
- a. A copy of the change proposal;
 - b. the principles for managing employees during the change management process;
 - c. how the change will be communicated to employees and avenues available to them to provide input and have that considered;
 - d. the roles and responsibilities of individuals tasked with actions within the plan;
 - e. the sequence and timeframe of arrangements for managing the transition of employees from existing to new organisational structures (where necessary); and
 - f. a detailed description of the training and/or support to be provided to affected employees, including case management services and the points in the process when these services are likely to become available, once the staff transition plan has been approved.

- K8.4. Where the change affects only a small number of employees, the amount of detail required in any plans would be commensurate.
- K8.5. The Staff Transition Plan must not be implemented without the approval of the Director-General.
- K8.6. Where an employee may be potentially excess or excess, Part L applies in addition to this Part.

K9. Change to regular roster or ordinary hours of work

- K9.1. The following additional consultation requirements in clause K9.2 to K9.4 apply to a proposal to introduce a change referred to in subclause K5.1.e.
- K9.2. The ASA must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
- K9.3. As soon as practicable after proposing to introduce the change, the ASA must:
- a. discuss with employees and the relevant union(s) and/or other recognised representatives the proposed introduction of the change; and
 - b. for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - i. all relevant information about the proposed change, including the nature of the proposed change; and
 - ii. information about what the ASA reasonably believes will be the effects of the proposed change on the employees; and
 - iii. information about any other matters that the ASA reasonably believes are likely to affect the employees; and
 - c. invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, the ASA is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
- K9.4. The ASA must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

K10. Miscellaneous

- K10.1. For the purposes of major change or change to regular roster or ordinary hours of work, 'Relevant information' includes things like organisational charts and position descriptions (before and after), timetables, key dates, standard operating procedures, instruction manuals and workload details.
- K10.2. Nothing in this term restricts or limits the ability of a designated emergency management body to undertake activities provided at section 195A(1) of the FW Act.

K11. Dispute Resolution

- K11.1. If a dispute relates to:
- a. a matter arising under the Agreement; or
 - b. the NES;
- this term sets out procedures to settle the dispute.

- K11.2. An employee or union who is covered by this Agreement may initiate and/or be a party to a dispute under this term.
- K11.3. 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.
- K11.4. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant supervisors. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. If discussion with senior management do not resolve the dispute, it should be escalated to the national level. Parties will give genuine consideration to proposals to resolve the dispute.
- K11.5. 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 K11.4 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- K11.6. The Fair Work Commission may deal with the dispute in two stages:
- a. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.
- Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the 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.*
- K11.7. While the parties are attempting to resolve the dispute using the procedures in this term:
- a. an employee must continue to perform their work as they would normally in accordance with established custom and practice at the ASA 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 subclause K11.7.a, an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable work health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.
- K11.8. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

K11.9. Any disputes arising under the previous Agreement or the NES that were formally notified under clause A8.3 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

K11.10. Where the provisions of clauses K11.1 to K11.5 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 K11.2, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause K11.5.

K12. Review of decision to terminate employment

K12.1. Termination of, or a decision to terminate, employment cannot be reviewed under section K11.

Part L – Separation, Redeployment, Retraining and Redundancy

L1. Resignation

- L1.1. An employee may resign from their employment by giving the Director-General at least 14 calendar days' notice.
- L1.2. At the instigation of the Director-General, 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.
- L1.3. The Director-General has the discretion to agree to a shorter period of notice or waive the requirement to give notice.
- L1.4. An employee may consent to separate from their employment on terms agreed with the Director-General. This provision will not be used to enhance a redundancy benefit or where the employment would otherwise be terminated, without the consent of the employee, pursuant to section 29(3) of the PS Act.

L2. Redeployment, Retraining & Redundancy

- L2.1. **Application.** The provisions of this Part apply to ongoing employees, other than employees on probation, where major changes are likely to result in employees becoming potentially excess or excess.
- L2.2. **Consultation.** Consultation requirements are set out in Part K.
- L2.3. A Redeployment and Redundancy (R&R) Case Manager will be appointed to provide support for potentially excess and excess employees. Change Managers will draw on the support and expertise of R&R Case Managers to aid them in supporting employees whose positions may become potentially excess or excess.
- L2.4. **Excess employee** means an APS employee who has been declared and advised in writing that they are excess to the requirements of the ASA.
- L2.5. An employee may be declared excess if:
 - a. the employee is included in a class of employees employed in the ASA, which class comprises a greater number of employees than is necessary for the efficient and economical working of the organisation; or
 - b. the services of the employee cannot be effectively used because of technological or other changes in the work methods of the organisation or changes in the nature, extent or organisation of the functions; or
 - c. the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the Director-General has determined that the provisions of this clause apply to that employee.
- L2.6. **Potentially excess employee** means an ongoing APS employee affected by organisational change who has been advised in writing that they do not have an ongoing job in a new organisational structure.

L3. Training and support

- L3.1. Targeted training and support will be provided to potentially excess and excess employees to assist them with redeployment. Such support may include:
- a. assistance in reassignment (and redeployment for excess employees);
 - b. training to upgrade or gain skills and qualifications;
 - c. vocational assessment;
 - d. work placements for on-the-job training and experience;
 - e. work trials in vacant positions which may be suitable for reassignment, redeployment or inter-Agency transfer; and
 - f. a contribution up to a limit of \$914 towards individual financial advice where an employee has been provided with a financial estimate of a voluntary redundancy package. The Director-General may increase this limit throughout the life of the Agreement.

L4. Redeployment for potentially excess and excess employees

- L4.1. Redeployment is the process of locating alternative employment for a potentially excess or excess employee within the ASA or the APS. Potentially excess and excess employees are to be considered in advance of, and in isolation from, other applicants for substantively vacant ongoing ASA APS positions at their own level (or at a lower level) for which they apply or are referred. To be found suitable for a vacancy, the potentially excess or excess employee need only demonstrate that, with training, they would be able to satisfactorily perform the duties of the position within a period of three to six months.
- L4.2. Where the number of employees at a given classification level exceeds the number of positions at that classification level in the new organisational structure, fair and transparent processes will be utilised by the ASA to determine which of those employees are most suitable for the available positions. At the earliest possible stage, a process or processes to be utilised will be selected having regard to:
- a. minimising the impact on employees, including risks to health and safety;
 - b. ensuring the best fit between employees existing capabilities and the requirements of the new organisational roles; and,
 - c. establishing pathways to redeployment, either inside the department or in the wider APS, for employees that do not attain roles in the new organisation.
- L4.3. A potentially excess or excess employee may be redeployed, with or without consent, to a position at their substantive classification for which they are suitable.
- L4.4. A potentially excess or excess employee may give their consent to be redeployed to a position at a lower classification.
- L4.5. The Change Manager or the R&R Case Manager must maintain records for each potentially excess or excess employee outlining attempts to reassign and/or redeploy the employee, and the reasons why each of these has been unsuccessful.
- L4.6. Where an excess employee is redeployed, the Director-General is to advise the employee that their excess status has ended.

L4.7. **Income maintenance.** A potentially excess or excess employee who is redeployed to a lower classification level will have their salary maintained at the higher level for 52 weeks from the date of their reduction while they remain in ASA APS employment. An employee who has received income higher than their substantive level for a continuous period of at least 52 weeks immediately preceding the date of reduction, and who could reasonably have expected to continue receiving the higher income but for their reduction, is to have their income maintained at the higher level for 52 weeks.

L5. Excess status

- L5.1. An employee who cannot be redeployed within a reasonable period may be notified by the Director-General, in writing, that they are excess to the ASA's requirements. Before declaring an employee as excess the Director-General must be satisfied that the following relevant factors have been taken into account:
- a. individual circumstances of the employee, including having regard to their ability to engage in the redeployment process during any authorised long term absence from the workplace;
 - b. whether the change proposal has been implemented correctly and in accordance with the organisational change policy, as amended from time to time;
 - c. action that has been taken to ensure all opportunities for redeployment have been explored, including but not limited to:
 - i. employee participation in the redeployment process;
 - ii. efforts to redeploy the employee to suitable duty within the new organisation structure or elsewhere within their Division, Group and the ASA; and
 - iii. the efforts to re-train or re-skill the employee to enhance their redeployment prospects.
 - d. likelihood of the employee being redeployed to another APS Agency.
- L5.2. The employee has one week from the date of the notification to respond. The employee may choose to reduce the notification period. At the end of the notification period the Director-General may declare an employee excess.
- L5.3. **Retention period.** An employee commences a 30 week period of retention in employment from the date of being declared excess to the ASA's requirements. The 30 week retention period will be reduced by an amount equivalent to the employee's NES redundancy pay entitlement, where the employee declines, or does not respond, to an offer of voluntary redundancy made under section L6.
- L5.4. The retention period may be extended for no more than 13 weeks by any Personal/ Carer's leave for personal illness or injury granted during the retention period where the approved absence:
- a. is more than two weeks; and
 - b. is supported by medical certification or other appropriate supporting material.
- L5.5. The retention period may also be extended for a fixed period at the discretion of the Director-General.
- L5.6. **Early termination of retention period.** Where the Director-General is satisfied that there is insufficient productive work available for an excess employee within the ASA during the remainder of the retention period and that there are no reasonable redeployment prospects in the APS:

- a. the Director-General may, with the agreement of the employee, terminate the employee's employment under section 29 of the PS Act, provided the employee has been invited to accept, and has declined or not responded to, an offer of voluntary redundancy; and
- b. upon termination, the employee will be paid a lump sum comprising:
 - i. the balance of the retention period (as shortened for the NES under clause L5.3) and this payment will be taken to include the payment in lieu of notice of termination of employment; plus
 - ii. the employee's NES redundancy pay entitlement.
- c. any lump-sum payment under subclause L5.6.b is not to exceed the payment the employee would have received as a severance benefit had they accepted the offer of voluntary redundancy.

L6. Voluntary redundancy

- L6.1. The Director-General must offer voluntary redundancy to an excess employee within 12 weeks from the date of their excess declaration. The timing of the offer will have regard to the reduction in the employee's retention period as set out in clause L5.3.
- L6.2. Once an offer is made, the employee has two weeks to respond.
- L6.3. If the employee accepts the offer, they are to nominate a date of redundancy normally between two weeks and four weeks from the date of the offer providing it is within 12 weeks of the excess declaration. The employee may nominate a date within two weeks of the offer, where the Director-General agrees.
- L6.4. If the excess employee either declines, or does not respond to the offer of voluntary redundancy within two weeks from the date of the offer, the retention period continues, reduced by an amount equivalent to the employee's NES redundancy pay entitlement. No further offer of voluntary redundancy will be made to the employee.
- L6.5. The Director-General reserves the right to withdraw an offer of voluntary redundancy without the employee's consent, at any time prior to the date of formal acceptance or, with the employee's consent, up until the date it takes effect. Withdrawal of the offer is not to be construed as an offer declined by the employee.
- L6.6. **Composition of a voluntary redundancy package.** A voluntary redundancy package comprises:
 - a. a severance benefit of two weeks' salary for each completed year of continuous service for severance pay purposes, plus a pro rata payment of subsequent months of service, with a minimum of four weeks' salary and a maximum of 48 weeks' salary. The amount of the severance benefit cannot be less than the employee's NES redundancy pay entitlement;
 - b. payment in lieu of notice of either four weeks' salary, or five weeks if the employee is over 45 years of age and has at least five years' continuous service;
 - c. payment in lieu of Long Service leave (for employees with a minimum of one year's service) and Annual leave credits;
 - d. a special benefit equal to four weeks' salary, if the employee's employment is terminated within four weeks of the date of the offer of a voluntary redundancy; and
 - e. the employee's superannuation benefits.

- L6.7. **Part-time service.** The voluntary redundancy package will be calculated on a pro rata basis where the employee has worked part-time hours during the period of service and has less than 24 years' eligible full time service.
- L6.8. **Salary for the purposes of calculating a severance benefit.** Salary for the purpose of calculating severance benefits means the employee's salary including:
- a. Higher Duties Allowance where the employee has been in receipt of the higher salary for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination of employment;
 - b. salary that is being maintained in accordance with clause L4.7;
 - c. a salary premium paid in accordance with sections H9 or G4;
 - d. shift penalties where the employee has undertaken shift work and is eligible to receive shift penalties for 50 per cent or more of the pay period in the 12 months preceding the date on which the employee is given notice of termination of employment. A weekly average of penalties due over the 12 months will be included in the salary; and
 - e. other allowances in the nature of salary as set out in Annex B.
- L6.9. Service for the purpose of calculating severance benefits. Service for severance pay purposes, subject to the limits below, means:
- a. service in an agency as defined in the PS Act;
 - b. Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - c. service with the Commonwealth (other than service with a joint Commonwealth-State body or body corporate in which the Commonwealth does not have a controlling interest) which is recognised for Long Service leave purposes;
 - d. service in the Australian Defence Force (note the exclusions below);
 - e. APS service immediately preceding deemed resignation under the then section 49 (as repealed in 1966) of the repealed *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes; and
 - f. service in another organisation where;
 - i. an employee was moved from the APS to give effect to an administrative re-arrangement; or
 - ii. an employee of that organisation is engaged as an APS employee as a result of an administrative re-arrangement; and
 - iii. such service is recognised for Long Service leave purposes.

But does not include:

- g. absences from duty which do not count as service for Long Service leave purposes; or
- h. any period of service which ceased:
 - i. through termination on the following grounds: the employee lacks, or has lost, an essential qualification for performing their duties; non-performance, or unsatisfactory performance of duties; inability to perform duties because of physical or mental incapacity; failure to satisfactorily complete an entry level training course; failure to meet a condition imposed under subsection 22(6) of the

PS Act; breach of the APS Code of Conduct; or any other ground prescribed by the Public Service Regulations;

- ii. with the payment of a redundancy (severance) benefit or similar payment or an employer-financed benefit (e.g. superannuation). For ex-ADF members this means that as at the date of separation from the ADF they had not accepted an employer-financed retirement benefit in respect of their period of ADF Service;
 - iii. through voluntary retirement at or above the minimum retiring age applicable to the employee; or
 - iv. on a ground equivalent to those in paragraph L6.9.h.i above, under the repealed *Public Service Act 1922*.
- L6.10. For earlier periods of APS or other Commonwealth service to count there must be no breaks between the periods of service, except where:
- a. the break in service is less than one month and occurred where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
 - b. the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the then section 49 (as repealed in 1966) of the repealed *Public Service Act 1922*.
- L6.11. Where an employee has had an unbroken sequence of APS employment, ACT Public Service (ACTPS) employment (commencing 1 July 1994) and subsequent APS employment, the ASA recognises the combined periods of APS, ACTPS and APS service as continuous service for severance pay purposes.

L7. Involuntary redundancy

- L7.1. An excess employee not permanently redeployed by the end of their retention period, as reduced by a period equivalent to their NES redundancy pay entitlement, may be involuntarily retrenched by having their employment terminated by the Director-General. Involuntary redundancy is not to occur unless an offer of voluntary redundancy has already been made in accordance with section L6.
- L7.2. An excess employee is to be provided with written notice of the intention to terminate their employment four weeks prior to the end of their retention period, or five weeks prior to the end of their retention period where the employee is over 45 years of age and has at least five years' continuous APS service.
- L7.3. Composition of an involuntary redundancy package. An involuntary redundancy package comprises:
- a. payment in lieu of Annual leave and Long Service leave;
 - b. available superannuation benefits; and
 - c. the employee's NES redundancy pay entitlements.
- L7.4. An involuntarily retrenched employee is not eligible for the severance benefit or special benefit components of the voluntary redundancy package detailed at clause L6.6.

Definitions

The following definitions apply to this Agreement.

Agency Head means the Director-General of the ASA or the Director-General's delegate.

Agreement means the *ASA Enterprise Agreement 2024 - 2027*.

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

APS means the Australian Public Service.

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

APS employee has the same meaning as defined in the PS Act.

ASA means Australian Submarine Agency

ASA WRC means the Australian Submarine Agency Workplace Relations Committee which is made up of appropriate management representatives, including ADF representatives, where appropriate, and employee representatives. The ASA WRC will meet quarterly and consider matters of a national nature relating to the employment of APS employees in the ASA.

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

Broadband refers to the allocation of more than one approved classification by the Director-General to a group of duties involving work value applying to more than one classification under subrule 9(4) of the *Public Service Classification Rules 2000*. A broadband encompasses the full range of work value of the classifications contained within it.

Casual employee (irregular or intermittent employee) is an employee engaged under section 22(2)(c) of the PS Act who:

- a. is a casual employee as defined by the FW Act; and
- b. works on an irregular or intermittent basis.

Child means a biological child, adopted child, foster child, step child, or ward.

Classification or classification level means the approved classifications as set out in rule 5 of the *Public Service Classification Rules 2000*, supported by guidance in the ASA Classification Manual as amended from time to time.

Critical occupation means the occupation has existing or anticipated workforce issues that are expected to have a significant negative impact on the delivery of Division, Group and ASA outcomes.

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

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

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

Director-General means the Director-General of the Australian Submarine Agency and includes a reference to another person that the Director-General authorises to act on their behalf in accordance with section A7 of this Agreement for the purpose of the provision in which the reference occurs.

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

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

Family means:

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

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

FFPP means the first full pay period, which is a 14 calendar day period commencing on a Thursday consistent with the usual pay-cycle within the ASA.

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

FWC means Fair Work Commission.

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

Group means one of the highest level organisational elements in the ASA, such as Program & Policy Group and Technical Group.

Immediate family includes:

- a) a partner, former partner, child, adult child, parent, grandparent, grandchild, or sibling of the employee; or
- b) a child, adult child, parent, grandparent, grandchild, or sibling of the partner of the employee; or
- c) a person related to the employee or the employee's partner by traditional kinship. A parent includes a foster parent, step-parent or guardian. A child includes an adopted, foster, step- or ex-nuptial child.

The Director-General may consider that the definition of 'immediate family' be extended for a particular decision or decisions involving an employee, where exceptional circumstances exist.

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

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

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

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

Occupational discipline includes different but related jobs, for example, employees trained as welders, mechanical engineers and production planners/schedulers may be found within the discipline of mechanical engineering. Similarly, employees with different educational and employment backgrounds may be employed within the discipline of human resource management.

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

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

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

Partner means a spouse or de facto partner, including a former spouse or de facto partner.

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

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

Previous Agreement means the Defence Enterprise Agreement 2017-2020 approved by the Fair Work Commission on 9 August 2017.

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

Relevant employee means an affected employee.

Salary is an employee's rate of salary as specified in the salary scales at Annex A. Where salary sacrifice or purchased leave arrangements are in place, the employee's base salary, for the purposes of superannuation and severance and termination payments, will be determined as if the arrangement(s) did not exist. Nothing in this definition will prevent the allowances specified in Annex B forming part of salary for superannuation purposes or severance and termination payments.

Secondary caregiver for the purposes of the parental leave clause means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this Agreement.

Stillborn child means 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.

Supervisor means an employee, member of the ADF, Exchange Officer or Senior Executive Service Level employee who has direct supervisory responsibilities for one or more APS employees.

The Director-General may, in exceptional circumstances, determine that an individual not fitting into the definition above is a supervisor.

Term transfer means a relocation of the employee for a specified period, on the expectation that the employee will be assigned duties in a different geographic location at the end of the specified period (greater than 12 months and up to five years).

Training classifications has the same meaning as the *Public Service Classification Rules 2000*.

Union means a registered union or industrial association.

Union delegate means an employee covered by this Agreement who is elected in accordance with their union's rules to represent union members in the ASA, support employee access to union officials and provide employee views to the ASA.

Voluntary redundancy refers to the agreement by an excess employee for their employment to be terminated under section 29 of the PS Act before the end of their retention period, following an invitation to do so by the Director-General.

Annex A – Salary scales

Table 1: Standard Classifications

| Classification | Pre-commencement of the Agreement | | From the later of commencement of the Agreement or 14 March 2024 | | From 13 March 2025 | | From 12 March 2026 | |
|------------------------------|-----------------------------------|-----------|--|-----------|--------------------|-----------|--------------------|-----------|
| | Base | Top | Base | Top | Base | Top | Base | Top |
| APS Level 1 | \$50,227 | \$56,382 | \$52,236 | \$58,637 | \$54,516 | \$60,865 | \$57,497 | \$62,934 |
| APS Level 2 | \$56,843 | \$63,903 | \$59,117 | \$66,459 | \$61,363 | \$68,984 | \$63,449 | \$71,329 |
| APS Level 3 | \$64,749 | \$71,343 | \$67,339 | \$74,197 | \$69,898 | \$77,016 | \$72,275 | \$79,635 |
| APS Level 4 | \$73,343 | \$80,071 | \$76,277 | \$83,274 | \$79,176 | \$86,438 | \$81,868 | \$89,377 |
| APS Level 5 | \$80,487 | \$86,211 | \$83,706 | \$89,659 | \$86,887 | \$93,066 | \$89,841 | \$96,829 |
| APS Level 6 | \$88,175 | \$100,724 | \$91,702 | \$104,753 | \$95,187 | \$108,734 | \$99,733 | \$112,431 |
| Executive Level 1 | \$111,441 | \$125,705 | \$115,899 | \$130,733 | \$120,303 | \$135,701 | \$124,393 | \$140,315 |
| Executive Level 2 | \$129,391 | \$155,309 | \$134,567 | \$161,521 | \$139,681 | \$167,659 | \$144,430 | \$173,359 |
| Executive Level 2.1 | \$155,310 | \$184,828 | \$161,522 | \$192,221 | \$167,660 | \$199,525 | \$173,360 | \$206,309 |
| Executive Level 2.2 | \$184,829 | \$207,930 | \$192,222 | \$216,247 | \$199,526 | \$224,464 | \$206,310 | \$232,096 |
| Trainee APS (Administrative) | \$50,227 | \$56,382 | \$52,236 | \$58,637 | \$54,516 | \$60,865 | \$57,497 | \$62,934 |
| Trainee APS (Technical) | \$64,749 | \$71,343 | \$67,339 | \$74,197 | \$69,898 | \$77,016 | \$72,275 | \$79,635 |

Table 2: Job-specific Classifications

| Approved classification and local designation | Pre-commencement of the Agreement | | From the later of commencement of the Agreement or 14 March 2024 | | From 13 March 2025 | | From 12 March 2026 | |
|--|-----------------------------------|-----------|--|-----------|--------------------|-----------|--------------------|-----------|
| | Base | Top | Base | Top | Base | Top | Base | Top |
| ASA-wide broadbands and local designations with special salary rates: | | | | | | | | |
| APS Level 3-4 (Technical) | \$64,749 | \$80,071 | \$67,339 | \$83,274 | \$69,898 | \$86,438 | \$72,275 | \$89,377 |
| APS Level 3-Executive Level 1 (Legal 1) | \$64,749 | \$136,464 | \$67,339 | \$141,923 | \$69,898 | \$147,316 | \$72,275 | \$152,325 |
| Barrier | \$100,724 | \$104,753 | \$108,734 | \$112,431 | | | | |
| APS Level 6-Executive Level 1 (Academic 2) | \$88,175 | \$125,705 | \$91,702 | \$130,733 | \$95,187 | \$135,701 | \$99,733 | \$140,315 |
| Executive Level 2 (Legal 2) | \$148,032 | \$155,310 | \$153,953 | \$161,522 | \$159,803 | \$167,660 | \$165,236 | \$173,360 |
| Science and Technology | | | | | | | | |
| APS Level 2-3/4 (S&T Level 1-2) | \$56,843 | \$80,071 | \$59,117 | \$83,274 | \$61,363 | \$86,438 | \$63,449 | \$89,377 |
| APS Level 4/5-6 (S&T Level 3-4) ^{1,2,3} | \$73,343 | \$100,724 | \$76,277 | \$104,753 | \$79,176 | \$108,734 | \$81,868 | \$112,431 |
| Executive Level 1 (S&T Level 5) | \$111,441 | \$125,705 | \$115,899 | \$130,733 | \$120,303 | \$135,701 | \$124,393 | \$140,315 |
| Executive Level 2 (S&T Level 6) | \$129,391 | \$155,309 | \$134,567 | \$161,521 | \$139,681 | \$167,659 | \$144,430 | \$173,359 |
| Executive Level 2 (S&T Level 7) | \$155,726 | \$175,248 | \$161,955 | \$182,258 | \$168,109 | \$189,184 | \$173,825 | \$195,616 |
| Executive Level 2 (S&T Level 8) | \$186,285 | \$203,805 | \$193,736 | \$211,957 | \$201,098 | \$220,011 | \$207,935 | \$227,491 |

¹ The minimum salary of employees broadbanded as APS Level 4/5-6 (S&T Level 3-4) who hold a relevant degree, is to be 2.1% above the base salary applying to APS Level 4/5-6 (S&T Level 3-4).

² The minimum salary of employees broadbanded as APS Level 4-5 (S&T Level 3) who hold a relevant TAFE qualification and experience is to be the same as an APS Level 5.

³ The minimum salary of employees classified as APS Level 6 (S&T Level 4) who hold a relevant PhD prior to engagement, is to be the minimum salary for that classification plus 5%.

Table 3a – Salary for Trainee Classifications

| Column 1 – Training classification | Column 2 – Salary | Column 3 – Maximum salary range for determining exceptional salary | | | | | | | | | | | | |
|------------------------------------|---|--|---------------------|--|--|---------------------|---------------------|---------------------|---------------------|-----|-----|-----|-----|--|
| Apprentice APS (Trades) | A percentage rate of the minimum APS Level 2 is as follows: <table border="1" data-bbox="622 336 1326 496"> <thead> <tr> <th colspan="4">Length of service as an apprentice</th> </tr> <tr> <th>1st year of service</th> <th>2nd year of service</th> <th>3rd year of service</th> <th>4th year of service</th> </tr> </thead> <tbody> <tr> <td>80%</td> <td>86%</td> <td>88%</td> <td>92%</td> </tr> </tbody> </table> | Length of service as an apprentice | | | | 1st year of service | 2nd year of service | 3rd year of service | 4th year of service | 80% | 86% | 88% | 92% | Maximum: top of salary range for APS Level 4 |
| Length of service as an apprentice | | | | | | | | | | | | | | |
| 1st year of service | 2nd year of service | 3rd year of service | 4th year of service | | | | | | | | | | | |
| 80% | 86% | 88% | 92% | | | | | | | | | | | |
| Cadet APS | 72% of minimum salary payable to APS Level 1 | Maximum: top of salary range for APS Level 4 | | | | | | | | | | | | |
| Cadet APS (Research Scientist) | Minimum salary payable to APS Level 1 | Maximum: top of salary range for APS Level 6 | | | | | | | | | | | | |
| Graduate APS | Minimum: minimum salary payable to APS Level 2 Maximum: top of salary range for APS Level 3 | Maximum: top of salary range for APS Level 6 | | | | | | | | | | | | |
| Trainee APS (Administrative) | See Table 1 Annex A | Maximum: top of salary range for APS Level 6 | | | | | | | | | | | | |
| Trainee APS (Technical) | See Table 1 Annex A | Maximum: top of salary range for APS Level 5 | | | | | | | | | | | | |

Table 3b – Advancement in the APS Level 1-6 Trainee Advancement Broadband

| Column 1 – Training Classification | Column 2 – Allocated classification upon entry into the broadband | Column 3 – Allocated classification on advancement |
|------------------------------------|---|--|
| Apprentice APS (Trades) | APS Level 2 | APS Level 2 |
| Cadet APS | APS Level 3 | APS Level 4 |
| Cadet APS (Research Scientist) | APS Level 6 | APS Level 6 |
| Graduate APS | APS Level 3 | APS Level 4 |
| Trainee APS (Administrative) | APS Level 1 | APS Level 1 |
| Trainee APS (Technical) | APS Level 3 | APS Level 3 |

Annex B – Salary for particular purposes

| | Counts towards salary used to calculate overtime | Counts towards salary used to calculate shift penalties | Payable during Long Service Leave | Payable during Annual Leave (incl. purchased annual leave) | Paid during paid Parental Leave, paid Personal/ Carer's Leave and paid Defence Service Sick Leave | Reduced pro-rata during periods of half-pay leave (if paid during leave) | Included in income maintenance for excess employees | Severance benefits | Payment in lieu of notice of termination of employment |
|---|--|---|-----------------------------------|--|---|--|---|--------------------|--|
| Allowance payable on reduction to a training classification | √ | √ | √ | √ | √ | √ | X | X | * |
| Artificial Environments Allowance | X | X | X | X | X | X | X | X | * |
| Higher Duties Allowance | √ | √ | * | √ | √ | √ | Q | Q | * |
| Individual Flexibility Arrangement / | | | | | | | | | |
| Building Capability Payment – Additional Salary | √ | √ | √ | √ | √ | √ | √ | √ | * |
| Individual Flexibility Arrangement / | | | | | | | | | |
| Building Capability Payment - Bonuses | X | X | * | * | * | X | X | X | * |
| Climatic Effect Allowance | X | X | X | X | X | X | X | X | * |
| Community Language Allowance | √ | √ | √ | √ | √ | √ | √ | √ | * |
| Departmental Liaison Officer Allowance | X | X | * | √ | √ | √ | √ | √ | * |
| Dirty or Offensive Work (including epoxy-based materials and fumes) Allowance | X | X | X | X | X | X | X | X | * |
| Duty At Sea | X | X | X | X | X | X | X | X | X |
| Electrical Licence Allowance | X | X | * | √ | √ | √ | √ | √ | * |

| | Counts towards salary used to calculate overtime | Counts towards salary used to calculate shift penalties | Payable during Long Service Leave | Payable during Annual Leave (incl. purchased annual leave) | Paid during paid Parental Leave, paid Personal/ Carer's Leave and paid Defence Service Sick Leave | Reduced pro-rata during periods of half-pay leave (if paid during leave) | Included in income maintenance for excess employees | Severance benefits | Payment in lieu of notice of termination of employment |
|--|--|---|-----------------------------------|--|---|--|---|--------------------|--|
| Emergency Duty | X | X | X | X | X | X | X | X | X |
| Office Disruption Allowance | X | X | X | X | X | X | X | X | * |
| Overtime | X | X | X | X | X | X | * | X | * |
| Potentially Hazardous Materials Allowance | X | X | * | * | * | √ | √ | √ | * |
| Protective Clothing and Safety Equipment Allowance | X | X | X | X | X | X | X | X | * |
| Restriction Allowance | X | X | X | X | X | X | * | X | * |
| Shift penalties | X | X | X | * | X | * | * | * | * |
| Shift penalties (averaged) | X | X | X | * | X | * | * | * | * |
| Storage and Plant Allowance | X | X | * | * | * | * | X | X | * |
| Tool Allowance | √ | √ | √ | √ | √ | √ | √ | √ | * |
| Working at Heights Allowance | X | X | X | X | X | X | X | X | * |
| Workplace Responsibility Allowance | X | X | * | √ | √ | √ | √ | √ | * |

Key

| | | | |
|---|-----|---|-------------------------------------|
| √ | Yes | Q | Yes, subject to a qualifying period |
| X | No | * | Yes, subject to certain conditions |

Annex C – 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.

Definitions

2. In this schedule:

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

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

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

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

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

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

Eligibility criteria

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

Supported wage rates

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

| Assessed capacity [sub-clause (d)] | Percentage of Agreement rate |
|------------------------------------|------------------------------|
| 10 per cent | 10 per cent |
| 20 per cent | 20 per cent |
| 30 per cent | 30 per cent |
| 40 per cent | 40 per cent |
| 50 per cent | 50 per cent |
| 60 per cent | 60 per cent |
| 70 per cent | 70 per cent |
| 80 per cent | 80 per cent |
| 90 per cent | 90 per cent |

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

Assessment of capacity

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

Lodgement of SWS wage assessment agreement

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

Review of assessment

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

Other terms and conditions of employment

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

Workplace adjustment

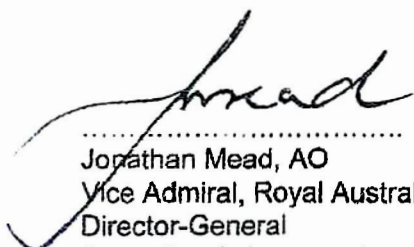
14. An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with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

Trial period

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

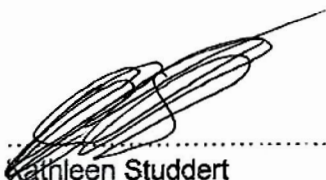
Signatories

This Agreement is made under section 172 of the *Fair Work Act 2009*. By signing the below, the parties to the Agreement signify their agreement to its terms:



.....
Jonathan Mead, AO
Vice Admiral, Royal Australian Navy
Director-General
Australian Submarine Agency
PO Box 7975, Canberra BC ACT 2610, Australia

Dated: 13 March 2024




.....
Kathleen Studdert
Director ACT/AGG and Lead NSW Electrical Industry
Professionals Australia
152 Miller St, West Melbourne 3003

Dated: 13/3/2024



.....
Brooke Muscat
National President
Community and Public Sector Union
PO Box K243, Haymarket NSW 1240

Dated: 14 March 2024



.....
Glenn Thompson
Assistant National Secretary
Australian Manufacturing Workers' Union
2nd Floor, 251 Queensberry St
Carlton South, Victoria 3053

Dated: 15/3/2024



Australian Government

Australian Submarine Agency

ASA