



**Australian Government**  
**Department of Education**

# Department of Education Enterprise Agreement 2024-27





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The document must be attributed as the (Department of Education Enterprise Agreement 2024-2027).

## **Formal acceptance of the Department of Education Enterprise Agreement 2024-2027 and signatories**

The Department of Education Enterprise Agreement is made and approved under Section 172 of the *Fair Work Act 2009 (Cth)*.

### **Employer**

Signed for and on behalf of the Commonwealth of Australia



Meg Brighton  
Acting Secretary  
Department of Education  
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22 December 2023

### **Bargaining Representative**

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



Beth Vincent-Pietsch  
Deputy Secretary  
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22 December 2023

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# Section 1 - Technical matters

## Title

1. This agreement will be known as the Department of Education Enterprise Agreement 2024-2027.

## Parties to the agreement

2. The agreement covers:
  - 2.1. the Secretary, for and on behalf of the Commonwealth of Australia as the employer;
  - 2.2. all employees in the department employed under the *Public Service Act 1999 (PS Act)* other than:
    - 2.2.1. Senior Executive Service employees or equivalent;
  - 2.3. subject to notice being given in accordance with section 183 of the *Fair Work Act 2009 (FW Act)*, and the following employee organisation/s which were a bargaining representative for this agreement:
    - 2.3.1. Community and Public Sector Union (CPSU).





## Operation of the agreement

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

## Delegations

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

## NES precedence

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

## Closed comprehensive agreement

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



## Individual flexibility arrangements

**10.** The department and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

**10.1.** the agreement deals with one or more of the following matters:

**10.1.1.** arrangements about when work is performed;

**10.1.2.** overtime rates;

**10.1.3.** penalty rates;

**10.1.4.** allowances;

**10.1.5.** remuneration;

**10.1.6.** leave and leave loading; and

**10.2.** the arrangement meets the genuine needs of the department and employee in relation to one or more of the mentioned in clause 11; and

**10.3.** the arrangement is genuinely agreed to by the department and employee.

**11.** The Department must ensure that the terms of the individual flexibility arrangement:

**11.1.** are about permitted matters under section 172 of the FW Act;

**11.2.** are not unlawful terms under section 194 of the FW Act; and

**11.3.** result in the employee being better off overall than the employee would be if no arrangement was made.

**12.** The department must ensure that the individual flexibility arrangement:

**12.1.** is in writing;

**12.2.** includes the name of the department and employee;

**12.3.** is signed by the department and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

**12.4.** includes details of:

**12.4.1.** the terms of the enterprise agreement that will be varied by the arrangement;

**12.4.2.** how the arrangement will vary the effect of the terms;



**12.4.3.** how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and

**12.4.4.** states the day on which the arrangement commences.

**13.** The department must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

**14.** The department or employee may terminate the individual flexibility arrangement:

**14.1.** by giving no more than 28 days written notice to the other party to the arrangement; or

**14.2.** if the department and employee agree in writing – at any time.

**15.** The department and employee are to review the individual flexibility arrangement at least every 12 months.



# Definitions

16. The following definitions apply to this agreement:

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

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

**Agency Head** means the Secretary of Department of Education, or Secretary's delegate.

**Agreement** means the Department of Education Enterprise Agreement 2024-2027.

**APS** means the Australian Public Service.

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

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

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

**Casual employee (irregular and intermittent employee)** means an employee engaged under section 22(2)(c) of the PS Act who:

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

**Classification or classification level** means the approved classifications as set out in rule 5 of the Public Service Classification Rules 2000.

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

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

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

**Department** means the Department of Education.

**Dependant** means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee



who does not ordinarily live with the employee but for whom the employee provides substantial financial support.

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

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

**Excess employee** means an employee where the Secretary has determined:

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

**Family** means:

- a. a biological, adoptive or fostered relative (including but not limited to a child, parent, grandparent, grandchild, or sibling of the employee);
- b. a person related by marriage (including but not limited to a spouse, former spouse, de facto partner or former de facto partner of the employee);
- c. a member of the employee's household;
- d. a person who has a strong affinity with the employee; or
- e. a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.

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

**Full time employee** means an employee whose ordinary hours are 37 hours and 30 minutes per week in accordance with this agreement.

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

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

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

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

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



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

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

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

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

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

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

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

**Relevant employee** means an affected employee.

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

**Settlement period** means the four week period beginning on a pay Thursday for the purposes of determining flex debit/credit carryover.



# Section 2: Remuneration

## Salary Increase

17. Salary rates will be as set out in **Attachment A – Base salaries** to this agreement.
18. The base salary rates in **Attachment A** include the following increases:
- 18.1. **4.0 per cent** from the first full pay period on or after 1 March 2024 (the 14 March 2024);
  - 18.2. **3.8 per cent** from the first full pay period on or after 1 March 2025 (the 13 March 2025); and
  - 18.3. **3.4 per cent** from the first full pay period on or after 1 March 2026 (the 12 March 2026).
19. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the payments in **Attachment A – Base salaries** were calculated based on base salary rates as at 31 August 2023.

## Payment of salary

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

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

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



# Salary setting (including salary on promotion and commencement)

## Salary on engagement, promotion, or movement

21. Where an employee is engaged, moves to, or is promoted in the department, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Secretary determines a higher salary within the relevant salary range under these salary setting clauses.
22. The Secretary may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
23. In determining a salary under these salary setting clauses, the Secretary will have regard to a range of factors (as relevant) including the employee's experience, qualifications and skills.
24. An APS employee moving to the department at the same classification level, whose salary immediately prior to transfer is below the maximum salary in the department for that APS classification, will have their salary rates set within the salary range for that classification at a rate closest to, but no lower than the existing salary.
25. Where an APS employee moves to the department at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the Secretary will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
26. An employee, who immediately before a movement within the broadband or promotion, is in receipt of higher duties above the minimum of the salary range due to receiving incremental advancement at the higher classification, will be paid at the higher classification salary rate from the date of movement or promotion.
27. Where an employee commences ongoing employment in the department immediately following a period of non-ongoing employment in the department for a specified term or task, the Secretary will determine the payment of the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the department.
28. Where an employee commences ongoing employment in the department immediately following a period of casual employment in the department, the Secretary will determine the payment of salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the department.
29. Where the Secretary determines that an employee's salary has been incorrectly set, the Secretary may determine the correct salary and the date of effect.





## Salary on reduction

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

## Incremental advancement

- 32.** On 15 July each year, an employee (excluding casual employees and employees within the Training Broadband), who are not already on the maximum salary, will be eligible for incremental advancement to the next increment in their classification if the employee:
  - 32.1.** has performed duties in the department at that classification level or higher for an accumulative period of not less than three months during the annual performance management cycle; and
  - 32.2.** has received ratings of 'Meets Expectations' for both business deliverables and observable work behaviours as part of the annual end cycle performance management appraisal ending 30 June each year.
- 33.** Eligible service for incremental advancement will include:
  - 33.1.** periods of paid leave and unpaid parental leave;
  - 33.2.** periods of unpaid leave that count as service; and
  - 33.3.** service while employed on a non-ongoing basis.
- 34.** During a period of unpaid parental leave employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.
- 35.** Incremental advancement provisions for Government Lawyers are outlined at clause 64.



## Incremental advancement and Higher Duties

- 36.** On 15 July, an employee (excluding casual employees and employees within the Training Broadband), who is not already on the maximum salary at both their substantive and higher classification levels, will be eligible for incremental advancement to the next increment in their classification if the employee:
- 36.1.** has performed duties in the department at that classification or higher for a period of at least three continuous months or a period of not less than three accumulative months, during the annual performance management cycle; and
  - 36.2.** has received ratings of 'Meets Expectations' for both business deliverables and observable work behaviours at the higher duties classification as part of the annual end cycle performance management appraisal ending 30 June that year.
- 37.** Where there is a break in higher duties during the performance cycle the employee is still eligible for incremental advancement at both classifications.

## Salary packaging

- 38.** Employees may access salary packaging and may package up to 100% of salary.
- 39.** Where an employee elects to access salary packaging, the employee's salary for the purposes of superannuation, severance and termination payments, and any other purposes, will be determined as if the salary packaging arrangement had not occurred.
- 40.** Salary packaging is offered on the basis that it incurs no cost to the employee or the department and complies with all relevant legislation.

## Superannuation

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



## Method for calculating super salary

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

## Payment during unpaid parental leave

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

## Overpayments

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



55. Nothing in clauses 48 to 54 prevents:

- 55.1. the department from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
- 55.2. the department from pursuing recovery of the debt through other available legal avenues; and
- 55.3. the employee or the department from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

## Supported wage system

56. An employee can get a percentage of the relevant pay rate for their classification in line with their assessed capacity to do the work if they:

- 56.1. have a disability;
- 56.2. meet the criteria for a Disability Support Pension; and
- 56.3. are unable to perform duties to the capacity required.

Specific conditions relating to the supported wage system are detailed in **Attachment B – Supported Wage System**.

## Specialists

### Government Lawyer Broadband

57. For a person to be employed as a Government Lawyer, they must be:

- 57.1. required to provide legal services in a dedicated legal practice area; and
- 57.2. substantially classified at the APS 3 to Executive Level 2 classification.

58. The eligibility requirements for entry on the Government Lawyer broadband are:

- 58.1. a degree in Laws from an Australian tertiary institution, or a comparable overseas qualification, which is appropriate to the duties of the classification; and
- 58.2. admission as a legal practitioner, however described, of the High Court or the Supreme Court of an Australian State or Territory; and



- 58.3.** if the Delegate of the Legal Area in which the employee works determines it appropriate, possession of a current restricted practising certificate issued by the ACT Law Society, or the obtaining of such a certificate within three months of commencing employment with the department.

### **Transfer to or from the Government Lawyer Broadband**

- 59.** Where an employee commences in, or is promoted to the Government Lawyer broadband, salary will be determined within the relevant classification level having regard to the experience, qualifications and skills of the employee and their likely corporate contribution.
- 60.** Where the transfer to the Government Lawyer Broadband is approved, the employee will move from their current classification to the equivalent classification in the Government Lawyer Broadband.
- 61.** Where the employee's salary is above the maximum salary rate of the relevant classification within the broadband, the employee will retain their current salary until such time as their salary falls within the salary range of the relevant classification within the broadband.
- 62.** An employee who transfers at level or is promoted to a higher classification and is no longer required to provide legal services, will have their salary set in accordance with the salaries for the relevant classification in **Attachment A** of this Agreement. The rate will normally be the top of the range where the transfer is at level.
- 63.** Salary maintenance at the Government Lawyer Broadband salary will not be provided on transfer out of the Government Lawyer Broadband.

### **Government Lawyer advancement provisions**

- 64.** An employee may be eligible for advancement through the APS 3–EL 1 Government Lawyer broadband if the Secretary has determined that sufficient work is available at the relevant classification and the employee has:
- 64.1.** been admitted as a legal practitioner, however described, of the High Court or Supreme Court of an Australian State or Territory; and
  - 64.2.** demonstrated skills and capability at the higher classification; and
  - 64.3.** met probation requirements; and
  - 64.4.** is eligible for incremental advancement as set out in clause 35; and
  - 64.5.** received a performance rating of 'Meets Expectations' in the most recent performance cycle.



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

#### **Accelerated advancement**

66. Subject to Secretary approval, if eligible for advancement in accordance with clause 64 and clause 65, an employee on the Government Lawyer broadband may be advanced two pay points within the broadband. The decision to advance an employee more than one point in the broadband will take into account performance outcomes.

67. Salaries for the Government Lawyer Broadband are detailed in **Attachment A**.

### **Information Technology (IT) Specialist Designation**

68. The IT specialist Designation will be available in limited circumstances where it is determined there is a requirement for particular highly specialised skills and expertise in the department's IT areas that are required to support the delivery of important or critical business applications, projects or services.

69. The eligibility requirements for movement to the IT Specialist Designation are:

- 69.1. a degree in ICT from an Australian tertiary institution, or a comparable qualification, which is appropriate to the duties of the classification; and
- 69.2. qualifications in an associated discipline; and
- 69.3. highly specialised IT skills and expertise required to support the delivery of important or critical business applications, projects or services as determined by the Secretary; and
- 69.4. a level of IT specialist expertise held by the individual relevant to the department's requirements.

#### **Movement to or from the IT Specialist Designation**

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

#### **Salary determination**

71. Where an employee commences in, or is promoted to a role identified as an IT Specialist role, salary will be determined within the relevant classification level set out in **Attachment A**, having regard to the experience, qualifications and skills of the employee and their likely corporate contribution.



- 72.** The employee's salary on movement to the Designation will be the equivalent of their current salary, or if there is no equivalent salary, to the salary closest to, but not lower than their current salary. Where the employee's salary is above the maximum salary rate of the Designation, the employee will retain their current salary until such time as their salary falls within the salary range of the Designation.
- 73.** An employee who transfers at level or is promoted to a higher classification to a position outside the Designation will have their salary set in accordance with the salaries for the relevant classification in **Attachment A** of this Agreement. The rate will normally be the top of the range where the transfer is at level. Salary maintenance at the IT Specialist Designation salary will not be provided on transfer out of the IT Specialist Designation role.
- 74.** Salary for the IT Specialist Designation is detailed in **Attachment A**.



# Section 3: Allowances

## Higher duties

- 75.** Where a role is expected to be filled for two or more working weeks (whether or not that expectation is realised), higher duties allowance will be paid to any temporary occupants of the role acting at a classification higher than their substantive classification level.
- 76.** Higher duties allowance will continue to be paid as if the employees was still at work if an employee is on paid leave or observes a public holiday during the period of two or more working weeks.
- 77.** Higher duties allowance will be equal to the difference between the employees' current salary and the salary that would be payable if they were promoted to the higher classification, or as otherwise determined by the Secretary.
- 78.** Where an employee is found to be eligible for incremental advancement at their acting level, they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
- 79.** Where an employee is assigned only part of the higher duties, the Secretary will determine the amount of allowance payable.
- 80.** Higher duties allowance will be payable while an employee is acting at a higher classification as part of a job sharing arrangement where the duration of the arrangement is at least two working weeks.
- 81.** The Secretary may shorten the qualifying period for higher duties allowance on a case-by-case basis.
- 82.** An employee may decline a manager's invitation to perform duties temporarily at a higher classification level.





## Health allowance

- 83.** To assist the promotion of good health, the department will provide each employee with a health related allowance to be paid as a lump sum on the first full pay period on or after 1 September each year as follows:
- 83.1.** APS 1–3 employees will receive \$615.14
  - 83.2.** APS 4–Executive Level 2 employees will receive \$246.06
- 84.** The Health allowance will increase in 2024, 2025 and 2026, and the amount of increase will be calculated using the annual increase in the All Groups (Australia) Consumer Price Index (CPI) to the June quarter as published by the Australian Bureau of Statistics (ABS). The increase will be effective from the publication date by the ABS.
- 85.** Employees who have commenced a period of LWOP (other than parental leave without pay) for a period of six months or more on or before 1 September each year will not be entitled to receive the health related allowance for that year.

## School holiday care allowance

- 86.** Co-contribution payments or financial assistance provided by state, territory, or Australian Government should be observed, prior to submitting a reimbursement request for out-of-pocket costs.
- 87.** The department will contribute to the cost of school holiday care for primary school children of employees required to work. If more than one carer works for the department, the allowance will only be paid when they are both at work.
- 88.** On production of a receipt from an approved school holiday program provider, the department will reimburse up to a maximum of **\$22.15** per child per day, up to **\$221.50** per family per week.
- 89.** The rate of School holiday allowance will increase in 2024, 2025 and 2026, and the amount of increase will be calculated using the annual increase in the All Groups (Australia) Consumer Price Index (CPI) to the June quarter as published by the Australian Bureau of Statistics (ABS). The increase will be effective from the publication date by the ABS.



## Department Liaison Officer (DLO) allowance

- 90.** An employee who receives the annual DLO allowance is not entitled to claim for flex time or any overtime worked while performing the duties of DLO. The rate of DLO allowance is paid per annum.
- 91.** The annual rate of DLO allowance will be increased on each year as follows:

Department Liaison Officer allowance rates

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

## Cadet books and equipment

- 92.** A cadet employee is entitled to reimbursement for all compulsory fees paid during the year relating to the approved study paid for that year. A cadet will also be reimbursed for relevant books and equipment for that year.
- 93.** Where a cadet employee is subject to a Whole of Government program, the department will reimburse any remaining costs for all compulsory fees paid during the year relating to the approved study, relevant books, and equipment.
- 94.** Where requested by a cadet, the department will purchase relevant books and equipment required for the approved study paid for that year.



## Workplace responsibility allowances

**95.** A workplace responsibility allowance will be paid where the department has appointed or elected an employee (including casual employees) to one of the following roles:

- 95.1.** First Aid Officer;
- 95.2.** Health and Safety Representative;
- 95.3.** Emergency Warden;
- 95.4.** Employee Support Officer (Harassment Contact Officer); and
- 95.5.** Mental Health First Aid Officer.

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

**97.** The minimum rate will be:

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

**98.** As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the minimum rates in the table above.

**99.** Workplace responsibility allowance will be paid regardless of flexible work and part-time arrangements.

**100.** An employee's physical availability to undertake the role will be considered by the Secretary when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Employee support Officer, Mental Health First Aid Officer and Health and Safety Representatives depending on work group arrangements.



## Community language allowance

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

### Community language allowance rates

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

- 103.** The allowance is calculated annually and paid fortnightly.
- 104.** The full allowance is payable regardless of flexible work and part-time arrangements.
- 105.** The allowance is payable during periods of paid leave.
- 106.** The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.



# Section 4: Classifications and Broadbands

## Classifications

**107.** The department's classification structures and broadbands are detailed in **Attachment A**.

## Training Broadband

- 108.** The department's Training Broadband at **Attachment A** is used for those employees required to undertake a mandatory training or development program as a condition of advancement to the next classification within the broadband. Salary progression is subject to successful completion of that program.
- 109.** The Secretary may assign other classifications to the department's Training Broadband relevant to the training and development program being undertaken by an employee or to ensure consistency with whole of government approaches.

## Cadets

- 110.** Employees engaged as a Cadet will undertake a course of study as determined by the Secretary. Cadets will be assigned a classification level within the department's Training Broadband.
- 111.** On successful completion of their course of study and a final 12 week work placement, Cadets will advance to the APS Level 3 classification within Broadband 1 of the department's General Classifications.
- 112.** A Cadet can also commence with the department through an external or Whole of Australian Government cadetship program as determined by the Secretary.
- 113.** On successful completion of their course of study and cadetship program, Cadets will advance to the APS Level 3 classification within Broadband 1 of the department's General Classifications.



## Education graduates

114. Employees will enter the department at the APS 3 classification level within the Training Broadband, and assigned the title of Graduate. On successful completion of the Graduate Program, Graduates will be advanced to the APS Level 5 (Broadband 2) within the General Broadband.

## Trainee APS (Administrative)

115. Employees will enter the department at the APS 3 classification level within the Training Broadband and will be assigned the title of Trainee APS (Administrative) and undertake a course of study determined by the Secretary.
116. On successful completion of their training requirements, the classification of Trainee APS (Administrative) will be not less than the APS 3 classification level, subject to work being available at the APS 3 level. Employees will then be assigned a classification within the General Classifications and Broadbands at **Attachment A**.

## Ongoing movement within a broadband

117. Permanent movement between classification levels within a broadband applies to ongoing employees only.
118. Advancement to a higher APS classification level within a broadband is not automatic and can only occur when:
  - 118.1. there is work available at the higher level in accordance with the APS work level standards for that classification; and
  - 118.2. the employee's performance is assessed as meeting the requirements for salary advancement for both key business deliverables and observable work behaviours; and
  - 118.3. the employee demonstrates an ability to undertake the higher level work, and if appropriate has the necessary qualifications, skills and/or experience; or
  - 118.4. an employee is successful in an open merit selection process consistent with the PS Act.
119. Employees who successfully obtain advancement within or between broadbands will move to the base salary point of the next highest classification level, unless the Secretary determines a



higher salary point, having regard to the employee's experience, qualifications, skills and previous periods of higher duties.

- 120.** An employee who immediately before advancement within a broadband or promotion to a broadband is in receipt of higher duties, at the higher classification that is above the base salary due to the salary advancement provisions of the Agreement, will be paid at the higher salary rate from the date of advancement or promotion.

## Work Level Standards

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



# Section 5: Working hours and arrangements

## Job security

### Commitment to ongoing employment and rebuilding APS capacity

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

### Reporting

- 123.** The department will report to the department consultative committee on an annual basis, or more frequently if agreed, on the number, duration, classification and location of ongoing, non-ongoing and casual employees engaged by the department.

### Pathways to permanency

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

## Casual (irregular and intermittent) employment

- 125.** A casual (irregular and intermittent) employee is defined in the definitions section.
- 126.** A decision to expand the use of casual employees is subject to clause 474 of this agreement.
- 127.** The department 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.
- 128.** Remuneration for casual employees shall be on an hourly basis. A casual employee shall receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
- 129.** 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.

- 130.** A casual employee shall be engaged for a minimum of three hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
- 131.** A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

## Non-ongoing employment

- 132.** A non-ongoing employee is defined in the definitions section.
- 133.** Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
  - 133.1.** personal/carer's leave accrual at clause 270; and
  - 133.2.** redundancy provisions at clause 525, subject to clause 134.
- 134.** If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clause 525 will apply.
- 135.** If the redundancy provisions apply to an employee under clause 525, the department must adhere to the consultation requirements at clause 474.

## Working hours

- 136.** All employees are required to maintain a record of attendance.
- 137.** The ordinary hours for full time employees are 150 hours per settlement period, which equates to 7 hours and 30 minutes per day.
- 138.** The bandwidth is a 12 hour period from 7:00 am to 7:00 pm Monday to Friday, except on a public holiday.
- 139.** The start time of the 12 hour Bandwidth may be varied where an employee and the employee's manager agree in writing to other arrangements.
- 140.** Employees must take a meal break of at least 30 minutes after five continuous hours of work.



- 141.** The maximum number of agreed working hours to be worked in a day is 10 hours, unless also working overtime.
- 142.** Employees should not commence work on any day without having at least eight hours plus reasonable travelling time minimum break from the previous day's work, including any overtime worked, without specific approval from the Secretary.
- 143.** Where the Secretary requires an employee to resume or continue work without having had a minimum break, the employee will be paid at double the hourly rate for the hours worked, until they have had an eight hour break plus reasonable travelling time.
- 144.** Where all or some of the employee's minimum break occurs during ordinary hours, the employee will not lose pay for the absence.



## Flex for APS 1-6 classifications

- 145.** Flex time is available to all APS level employees. All hours must be recorded on the departmental flex sheet.
- 146.** Employees accumulate flex time working within the Bandwidth.
- 147.** A flex credit is where an employee accumulates hours in excess of their ordinary hours with the agreement of their manager. An employee may only carry over a maximum of 37.5 hours flex credit into the next settlement period.
- 148.** In exceptional circumstances and where the manager has expressly agreed to the additional hours being worked, flex credits greater than 37.5 hours may be carried over one settlement period.
- 149.** In exceptional circumstances, the Secretary may:
  - 149.1.** direct the excess flex leave to be taken so that the balance is below 37.5 hours; or
  - 149.2.** offer the employee the option to cash out flex time credits in excess of 37.5 hours at an ordinary time rate; or
  - 149.3.** convert the excess credits to annual leave on a one to one basis.
- 150.** A flex debit occurs when the employee works less time than their ordinary hours. An employee may only accrue a flex debit and carry over a maximum of 15 hours flex debit into the next settlement period with the agreement of their manager.
- 151.** Where an employee carries over a flex debit of up to 15 hours, the employee and their manager must agree on appropriate actions to reduce the flex debit. Options to reduce debits may include:
  - 151.1.** agreeing on a work pattern that will reduce the debit over time;
  - 151.2.** retrospectively applying for annual leave to offset all or part of the debit; and/or
  - 151.3.** applying for miscellaneous leave without pay for all or part of the debit.
- 152.** Flex leave is where an employee works less than their ordinary hours on any given day and is not on any other form of leave. An employee may use up to the equivalent of five days flex credits in a settlement period. Flex leave requires prior approval by the employee's manager, and for periods of one day or more reasonable notice is required.
- 153.** Where there is insufficient work, a manager may require an employee not to work hours in addition to their ordinary hours.



- 154.** Where an employee's manager considers the employee's attendance is unsatisfactory or that the employee is misusing flex, the employee may be required to work ordinary hours for a period specified by the manager.

## EL TOIL

- 155.** Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
- 156.** EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the department.
- 157.** 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.
- 158.** 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.
- 159.** 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.
- 160.** 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.
- 161.** Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

## Overtime and restriction

### Overtime

- 162.** Where operational requirements make it necessary, a manager may direct an employee to work outside and in excess of their ordinary hours on any day.
- 163.** A manager must give reasonable notice about the requirement to work overtime and be mindful of the personal responsibilities of the employee.
- 164.** An APS level employee directed to perform work outside and in excess of their ordinary hours on a given day will be paid overtime, or where agreed, time off in lieu of overtime payment at the applicable overtime rates.



**165.** Where a period of overtime is not continuous with ordinary time work, the base period of overtime payment for such work will be calculated as if the employee had worked for four hours. When determining whether a period is continuous with ordinary time work, meal breaks should not be regarded as breaking continuity.

**Overtime payments approved by an employee's manager will be calculated as follows:**

**166. Monday to Saturday:** one and a half times the hourly rate for the first three hours each day and double the hourly rate thereafter.

**167. Sunday:** double the hourly rate.

**168. Public Holiday:** two and a half times the hourly rate (except for duty on a public holiday within agreed ordinary time work, which will be paid at one and a half times the hourly rate in addition to normal salary payment for the day).

**169.** Time off in lieu of overtime payment may be approved by an employee's manager under certain circumstances. Where time off in lieu of payment has been agreed and the employee has not been granted time off within four weeks or another agreed period due to operational requirements, payment of the original entitlement or the residual entitlement where the full entitlement was not granted will be made.

**170.** Executive Level employees will only be eligible to receive overtime payments with the approval of the Secretary.

**Overtime meal allowance**

**171.** Where an employee who is eligible for overtime payment is directed to work overtime for at least three hours outside their ordinary hours, their manager will approve a flat rate overtime meal allowance of \$26. Where an employee works a further five hours overtime on a Saturday, Sunday or public holiday, they will receive an additional overtime meal allowance of \$26.

**Restriction allowance**

**172.** Where an employee is required to remain contactable, available and able to perform extra duty outside their agreed ordinary hours (i.e., be restricted), they will be paid a restriction allowance, subject to approval by the Secretary.

**173.** Restricted employees will receive a restriction allowance at the rate of nine per cent of their ordinary hourly rate for each hour they are restricted outside the bandwidth, subject to:

**173.1.** the employee remaining contactable, fit and available to perform extra duty; and

**173.2.** the employee not being in receipt of any other payment for the period for which restriction allowance would otherwise be payable, except as provided for in the following clause.



- 174.** Restriction allowance is payable whether or not the restricted employee is required to perform duty outside the agreed ordinary hours. Where a restricted employee entitled to overtime payment is required to perform duty, overtime will be payable and subject to:
- 174.1.** a one hour base rate of payment when work is performed without the necessity to travel to the workplace; or
  - 174.2.** a three hour base rate of payment, including travel time, if work is required to be performed at the workplace.
- 175.** If an employee is required to perform subsequent periods of duty within the one hour minimum payment period, only the initial one hour minimum is payable. Where an employee is required to undertake a second period of duty that commences after the one hour minimum payment period has lapsed for the first period of duty, a second one hour minimum payment period commences and a further one hour minimum is payable.
- 176.** Restriction allowance will continue to be paid for periods of overtime worked while restricted.
- 177.** Where a group of employees are restricted on a regular basis, the manager will ensure that restriction over weekends and public holidays is rostered equitably.

## Emergency duty

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



## Shift work

- 179.** Where the department intends to propose shiftwork arrangements for a group of employees, the department must consult with affected employees, work areas, and the union in accordance with clause 474.
- 180.** Shift workers are those employees whose rostered ordinary hours fall outside the period 7:00 am–7:00 pm Monday to Friday and/or include Saturdays, Sundays or public holidays for an ongoing or fixed period.
- 181.** Shift workers will receive the following rate:

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

### Rates for working Saturdays, Sundays or public holidays

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

### Overtime

- 183.** Shift workers directed to work overtime are entitled to the overtime payments calculated as follows:

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



### **Crib time**

- 184.** Where an employee working a shift pattern is required to be on standby during meal breaks, they will be paid crib time of single time for the period they are required to be on standby.

### **Operation of shifts**

- 185.** Managers will allocate shifts equitably among employees undertaking shift work, with shift rosters specifying the standard hours of work for each shift.
- 186.** A shift worker can be moved from one shift team to another by agreement at any time or with seven days' notice. If seven days' notice has not been given, except where this is not possible due to the illness or unanticipated absence of another employee, overtime will apply as per the overtime provisions of this Agreement for work outside the employee's previously rostered hours of duty until the employee has received seven days' notice of the shift change.
- 187.** Shift workers can exchange shifts or rostered days off by mutual agreement and with the approval of the relevant manager provided that the arrangement does not give rise to an employee working overtime.

### **Leave**

- 188.** Shift workers will accrue an additional half day of paid annual leave for each Sunday or public holiday worked, up to a maximum of five days for each calendar year in addition to penalty rates.
- 189.** If the employee is rostered off on a public holiday, they will if practicable, within one month of that public holiday, be granted a day's paid leave in lieu of that holiday. Where it is impractical to grant a day's leave in lieu, the employee will be paid one day's pay at ordinary time.
- 190.** Where a shift worker takes annual leave, they will be paid shift penalty payments in respect of any duty which the shift worker would have performed had they not been on approved annual leave.
- 191.** Where a shift worker takes a period of leave other than annual leave, shift penalties are not payable for the period of the absence.

### **Introduction of 12 hour shifts**

- 192.** The Secretary and affected employees may consider the introduction of 12 hour shifts. Where this occurs, affected employees, and where they so choose, their representatives, will be consulted, regarding:
- 192.1.** suitable roster arrangements, including meal breaks and a forward rotation of shifts;
  - 192.2.** any trial and review processes considered appropriate.
- 193.** Roster arrangements for 12 hour shifts will not involve more than three consecutive night shifts for any employee.





- 194.** 12 hour shifts may be implemented with the agreement of a majority of affected employees.
- 195.** If 12 hour shifts are introduced, any hours worked as overtime will be paid at double time.

## Flexible working arrangements

- 196.** The department, employees and their union recognise:
- 196.1.** the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
  - 196.2.** access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
  - 196.3.** access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
  - 196.4.** that flexibility applies to all roles in the department, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
  - 196.5.** requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
- 197.** The department is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the department at all levels. This may include developing and implementing strategies through department's consultative committee.
- 198.** Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

### Requesting formal flexible working arrangements

- 199.** The following provisions do not diminish an employee's entitlement under the NES.
- 200.** An employee may make a request for a formal flexible working arrangement.
- 201.** The request must:
- 201.1.** be in writing;





- 205.** The Secretary may refuse to approve the request only if:
- 205.1.** the department has discussed the request with the employee; and
  - 205.2.** the department has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
  - 205.3.** the department and the employee have not reached such an agreement; and
  - 205.4.** the department has had regard to the consequences of the refusal for the employee; and
  - 205.5.** the refusal is on reasonable business grounds.
- 206.** Reasonable business grounds include, but are not limited to:
- 206.1.** the new working arrangements requested would be too costly for the department;
  - 206.2.** there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
  - 206.3.** it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
  - 206.4.** the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
  - 206.5.** the new working arrangements requested would be likely to have a significant negative impact on customer service; and
  - 206.6.** it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
- 207.** For First Nations employees, the department must consider connection to country and cultural obligation in responding to requests for altering the location of work.
- 208.** Approved flexible working arrangements will be reviewed by the department and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.



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

- 209.** An employee may request to vary an approved flexible working arrangement in accordance with clause 201. An employee may request to pause or terminate an approved flexible working arrangement.
- 210.** The Secretary may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 212.
- 211.** The department must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
- 212.** Prior to varying, pausing or terminating the arrangement under clause 210, the department must have:
  - 212.1.** discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
  - 212.2.** genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
  - 212.3.** had regard to the consequences of the variation, pause or termination for the employee;
  - 212.4.** ensured the variation, pause or termination is on reasonable business grounds; and
  - 212.5.** informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 203.3.

### **Working from home**

- 213.** The department will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
- 214.** The department may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working at home arrangement.
- 215.** An employee working at home is covered by the same employment conditions as an employee working at an office site under this agreement.
- 216.** The department will provide employees with guidance on working from home safely.
- 217.** Employees will not be required by the department to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office



during a pandemic or natural disaster. In these situations, the department will consider the circumstances of the employees and options to achieve work outcomes safely.

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

- 218.** 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.
- 219.** Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 220.** Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 199 to 208.
- 221.** The department should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.
- 222.** Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the department should consider whether it is appropriate to seek to formalise the arrangement with the employee.

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

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

#### **Part-time work**

- 224.** Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
- 225.** Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
- 226.** An employee may request access to part time employment at any time, in accordance with the flexible working arrangements provisions of this Agreement. Managers will make every attempt to accommodate the request having regard to both operational requirements of the department and the personal needs of the employee.
- 227.** Employees who work part time can agree to work outside their agreed ordinary hours and pattern of work. In such instances, part time employees will be entitled to access flex time provisions, and EL employees are entitled to access time off in lieu (TOIL), subject to the EL TOIL provisions in clauses 155 to 161. Where work is directed outside an APS employee's agreed ordinary hours, overtime rates are applicable.
- 228.** Remuneration and other benefits for part time employees will be calculated on a pro rata basis according to hours worked, with the exception of reimbursement benefits and expense-



related allowances and allowances as stated in this Agreement, which will be paid at the same amount as full time employees.

## Christmas Closedown

- 229.** All departmental workplaces will be closed from 12:30 pm on the last working day before Christmas Day and reopen the first working day following the first day of January. This period will be known as the Christmas Closedown.
- 230.** Employees are not required to attend for duty during the Christmas Closedown, unless otherwise directed by the Secretary, and will be paid in accordance with their ordinary hours of work. Where an employee is absent on leave, payment for the Christmas Closedown will be in accordance with the entitlement for that form of leave (e.g., if on long service leave at half pay, payment is on half pay). There will be no deduction from annual or personal leave credits for the Christmas Closedown.
- 231.** Where an employee who is eligible for overtime and restriction provisions is directed to attend work or be available for work during the Christmas Closedown, the overtime rate applicable to Sunday overtime will apply for the days designated as Christmas Closedown.

## Public holidays

- 232.** Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- 232.1.** 1 January (New Year's Day);
  - 232.2.** 26 January (Australia Day);
  - 232.3.** Good Friday and the following Monday;
  - 232.4.** 25 April (Anzac Day);
  - 232.5.** the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
  - 232.6.** 25 December (Christmas Day);
  - 232.7.** 26 December (Boxing Day); and
  - 232.8.** any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day



or part day, that is excluded by the Fair Work Regulations 2009 from counting as a public holiday.

- 233.** 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.
- 234.** The Secretary and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- 235.** The Secretary and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
- 236.** 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.
- 237.** Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g., if on long service leave on half pay, payment is at half pay.)
- 238.** If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clauses 232.1 to 232.8.
- 239.** An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
- 240.** Where a full time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the Secretary may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.



# Section 6: Leave

For more information, refer to the Leave policy.

## Portability of leave

- 241.** Where an employee moves into the department from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.
- 242.** Where an employee is engaged in the department immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
- 243.** Where an employee is engaged as an ongoing employee in the department, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the department or another), 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.
- 244.** Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the department or another APS Agency) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
- 245.** Where a person is engaged as an ongoing employee in the department, and immediately prior to the engagement the person was employed by a Commonwealth Government entity (other than in the Parliamentary Services which are covered in clause 242, the Secretary will offer to recognise any unused accrued personal/carer's leave at the employee's request.
- 246.** Where an employee is engaged as an ongoing employee in the department, and immediately prior to the engagement the person was employed by a State or Territory Government, the Secretary may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
- 247.** For the purposes of this provision, an employee with a break in service of less than two months is considered to have continuity of service.





## Cancellation of leave or recall to duty from leave

**248.** Where an employee's leave is cancelled by their manager, or they are recalled to work from leave, reasonable travel costs, travelling time, incidental costs and any other unavoidable costs arising from the recall to duty will be reimbursed where they are not recoverable under insurance or from another source. All unused leave will be re-credited.

## Re-crediting of leave

**249.** When an employee is on:

- 249.1.** annual leave;
- 249.2.** purchased leave;
- 249.3.** defence reservist leave;
- 249.4.** First Nations ceremonial leave;
- 249.5.** NAIDOC leave;
- 249.6.** cultural leave; or
- 249.7.** long service leave; and

**250.** becomes eligible for, under legislation or this agreement:

- 250.1.** personal/carer's leave; or
- 250.2.** compassionate or bereavement leave; or
- 250.3.** jury duty; or
- 250.4.** emergency services leave; or
- 250.5.** leave to attend to family and domestic violence circumstances; or
- 250.6.** parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

**251.** the affected period of leave will be re-credited.

**252.** When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.



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

## Annual leave

**254.** A full time employee is entitled to 20 working days paid annual leave for each completed year of service, accruing daily.

**255.** A part time employee's annual leave entitlement will accrue on a pro rata basis.

**256.** Annual leave credits may be taken at any time with the approval of the manager. Any unused annual leave accumulates. Annual leave counts as service for all purposes.

**257.** An employee may be granted annual leave at half pay. Where an employee takes annual leave at half pay, the employee cannot access purchased leave in the same calendar year.

**258.** Employees may request in writing to cash out annual leave so long as the remaining accrued entitlement to annual leave does not fall below 20 days (pro rata for equivalent part time employees). The employee will be paid the full amount that would have been paid to the employee had the employee taken the leave that is cashed out.

**259.** The Secretary will not approve requests to cash out leave in accordance with this clause unless the employee:

**259.1.** has taken at least 10 days annual leave at the same time;

**259.2.** has taken a block of 10 days annual leave (pro rata equivalent for part time employees) in the preceding 12 months; or

**259.3.** has taken a block of 14 days long service leave (pro rata equivalent for part time employees) in the preceding 12 months.

**260.** Employees who have accrued an annual leave credit of 40 days (or equivalent of two years) or more may be directed by their manager to take at least 10 days annual leave within 12 weeks of the direction. The manager may agree to extend the period to take leave to six months where extended leave has been pre-approved and arranged.

**261.** Where an employee who has a 40 day credit (or equivalent of two years) applies for leave the manager must grant a period of leave to enable the employee to reduce their leave credits below 40 days (or equivalent of two years).

**262.** Subject to medical verification of pregnancy, the requirement to reduce annual leave credits below 40 days (or equivalent of two years credit) will not apply during the term of the pregnancy and the paid parental leave.



- 263.** Periods of long service leave cannot be broken with annual leave, unless provided for by other legislation.
- 264.** Employees will receive payment in lieu of any untaken annual leave upon separation from the APS.

## Purchased leave

- 265.** Employees may purchase up to eight weeks additional annual leave once per 12 month period by paying for the leave progressively over the course of the relevant period, subject to the approval of the Secretary.
- 266.** Purchased leave is intended for use in a planned manner. When considering requests managers will take into account operational requirements and the reasons for the employee's request.
- 267.** Where an employee has purchased leave approved, they cannot take annual leave at half pay in the same calendar year.
- 268.** Unless otherwise agreed, purchased leave not taken during the nominated 12 month period will automatically be reimbursed as salary.
- 269.** Purchased leave counts as service for all purposes including superannuation.



# Personal/carer's leave

## Accrual

- 270.** Ongoing employees will be credited 18 days personal/carer's leave upon the employee's commencement with the APS.
- 271.** In subsequent years, employees are entitled to 18 days personal carers/leave accrued daily and credited monthly.
- 272.** Ongoing and non-ongoing full time employees are entitled to 18 paid days personal leave every 12 months, accrued daily.
- 273.** A part time employee's personal leave entitlement will accrue on a pro rata basis.
- 274.** Non-ongoing employees will be credited personal/carer's leave upon the employee's commencement with the department. This will be 18 days leave pro-rated based on the employee's initial contract period, and is capped at 18 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue daily, credited monthly.
- 275.** A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.
- 276.** Employees who transfer to the department from another APS agency will have their accruals adjusted to align with accrual on a daily basis of 18 days paid cumulative personal leave every 12 months.

## Use of personal/carer's leave

- 277.** Personal leave provides employees access to paid leave to be used when they are absent:
  - 277.1.** due to personal illness or injury;
  - 277.2.** to attend appointments with a registered health practitioner;
  - 277.3.** to manage a chronic condition; and or
  - 277.4.** to provide care or support for a member of the employee's family who is ill or injured;
  - 277.5.** to provide care or support for a member (including a household member) or a person they have caring responsibilities for, because:
    - 277.5.1.** of a personal injury or illness affecting the other person; or
    - 277.5.2.** of an unexpected emergency affecting the other person.



- 278.** A manager may approve personal leave without pay only where paid personal leave credits are exhausted.
- 279.** Employees may be granted personal leave at half pay instead of full pay where extraordinary circumstances exist, as determined by the Secretary.
- 280.** Personal leave is cumulative but will not be paid out on separation.
- 281.** Where an employee has exhausted their paid personal leave entitlements they are entitled to take two days unpaid leave for each occasion where a member of their family or household requires care because of illness, injury or unexpected emergency. The employee must provide medical or appropriate documentary evidence to their manager in support of their leave application.

### **Carers**

- 282.** A person that an employee has caring responsibilities for may include a person who needs care because they:
  - 282.1.** have a medical condition, including when they are in hospital;
  - 282.2.** have a mental illness;
  - 282.3.** have a disability;
  - 282.4.** are frail or aged; or
  - 282.5.** are a child, not limited to a child of the employee.

### **Provision of certificates or other evidence**

- 283.** Acceptable evidence includes:
  - 283.1.** a certificate from a registered health practitioner;
  - 283.2.** a statutory declaration; or
  - 283.3.** another form of evidence approved by the Secretary
- 284.** A certificate from a registered health practitioner may be used as evidence of a chronic health condition for up to 12 months for both personal and carer's leave.
- 285.** Evidence may be requested after three consecutive days of personal leave is taken or more than 12 days in total is taken in a calendar year.
- 286.** Where an employee does not provide acceptable evidence, any personal leave will be without pay and treated as unauthorised absence.



## Long service leave

- 287.** An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 288.** The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at 251 of this agreement.

## Miscellaneous leave

- 289.** Miscellaneous leave provides flexibility to managers and employees. Miscellaneous leave may be granted for circumstances not provided for elsewhere in this Agreement, either with or without pay, for a purpose that the Secretary considers to be in the interests of the department and having regard to operational, legislative or government requirements.
- 290.** Paid miscellaneous leave may be granted to an employee participating in, or representing their country at significant international events. Employees are required to disclose if their official duties at such events are paid or unpaid.
- 291.** Miscellaneous leave with pay will count as service for all purposes. Miscellaneous leave without pay may or may not count as service.
- 292.** Miscellaneous leave may be provided to ongoing and non-ongoing employees (including casual employees).
- 293.** The leave granted may be for the period requested or for another period, and to count as service or not to count as service. Where miscellaneous leave is refused the manager will advise the employee (if requested) in writing of the reason for the decision to refuse leave.
- 294.** Employees will be granted miscellaneous leave without pay where, due to an increase in their working hours, they have not accrued the equivalent of four weeks annual leave based on their current working hours. The maximum amount of leave provided will be the difference between the amount of leave accrued over the year and 20 days at their current working hours. This will count as service for all purposes except long service leave, unless the Secretary determines otherwise.



## Leave without pay

- 295.** Where an employee takes 30 or more days leave without pay (including an accumulated period) in total in a calendar year, any future leave without pay in the remaining period will not count as service for annual and personal leave purposes.

## Workers' compensation

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

## Cultural, ceremonial and NAIDOC leave

### NAIDOC leave

- 297.** Employees may access up to one day of paid leave per calendar year, to participate in NAIDOC week activities.
- 298.** NAIDOC leave can be taken in part days.

### First Nations ceremonial leave

- 299.** First Nations employees may access up to six days of paid leave and 14 days of unpaid leave over two calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
- 300.** The Secretary may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- 301.** First Nations ceremonial Leave can be taken as part days.
- 302.** First Nations ceremonial leave is in addition to compassionate and bereavement leave.

### Cultural leave

- 303.** The Secretary 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 employees' particular faith or culture.
- 304.** The Secretary may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 305.** Cultural leave can be taken as part days.



- 306.** For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 299.

## Parental leave

For detailed information, refer to the Maternity and Parental leave Policy.

- 307.** A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
- 308.** 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 or secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.
- 309.** 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.
- 310.** 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

- 311.** An employee is entitled to parental leave with pay as per clauses 313 and 314 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.
- 312.** Employees newly engaged or who have moved to the department from another APS agency are eligible for the paid parental leave in clauses 313 and 314 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 313 and 314, the balance is available to the employee.





**313.** An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in Table 1 below.

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

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

**314.** An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in Table 2 below.

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

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

**315. 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.

**316. 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.

**317. 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**

- 318.** 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:
- 318.1.** is under 18 as at the day (or expected day) of placement;
  - 318.2.** has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
  - 318.3.** is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
- 319.** 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.
- 320.** In exceptional circumstances, the Secretary may approve paid and/or unpaid foster care leave under these provisions for short term fostering arrangements or kinship care. This will only be considered where legal reasons or circumstances beyond the employee's control mean the arrangements cannot be considered long term fostering, however are likely to become long term or permanent.

## **Primary carer leave**

- 321.** An ongoing employee who does not otherwise have an entitlement to parental leave and who becomes the primary caregiver for a newborn baby will be entitled to a period of six weeks paid leave.

## **Stillbirth**

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

## **Pregnancy loss leave**

- 323.** 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.
- 324.** Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.



### **Premature birth leave**

- 325.** 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**

- 326.** 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 325 until after the legislated paid maternity leave is used.

### **Returning from any type of parental leave**

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

## **Compassionate leave**

- 329.** Employees will be eligible for three days paid compassionate leave on each occasion when:
- 329.1.** 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
  - 329.2.** the employee or their partner has a miscarriage.
- 330.** An employee may be asked to provide evidence to support their absences on compassionate leave.
- 331.** Compassionate leave for an occasion may be taken as three consecutive days or in separate periods totalling three days. This can include part days.
- 332.** For casual employees, compassionate leave is unpaid.



## Bereavement leave

- 333.** Employees will be eligible for three days paid bereavement leave on each occasion when:
- 333.1.** a member of their family, household or someone they had a close personal relationship with dies; or
  - 333.2.** a child is stillborn, where the child was a member of their family or household.
- 334.** An employee may be asked to provide evidence to support their absences on bereavement leave.
- 335.** Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling three days. This can include part days.
- 336.** For casual employees, bereavement leave is unpaid.

## Emergency response leave

- 337.** 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:
- 337.1.** the time engaged in the activity;
  - 337.2.** reasonable travelling time; and
  - 337.3.** reasonable recovery time.
- 338.** Full-time and part-time employees will be able to access 20 working days of paid emergency response leave per year if required. The Secretary may provide additional emergency response leave with pay.
- 339.** Paid leave may be refused where the employee's role is essential to the department's response to the emergency.
- 340.** 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.
- 341.** The Secretary may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 342.** Emergency response leave, with or without pay, will count as service.



## Jury duty

- 343.** 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.
- 344.** Full and part-time employees will be released from duty on full rate of pay. Payment for casuals will be as per the relevant state legislation.
  - 344.1.** For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 345.** The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- 346.** If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the department for the period of absence. This will be administered in accordance with the overpayment's provisions at clause 48.

## Volunteer leave

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

## Defence reservist leave

- 349.** The Secretary will give an employee leave with or without pay to undertake:
  - 349.1.** Australian Defence Force (ADF) Reserve continuous full-time service (CFTS); and
  - 349.2.** Australian Defence Force Cadet obligations.
- 350.** An employee who is a Defence Reservist can take leave with pay for:
  - 350.1.** up to four weeks (20 days) in each financial year (pro-rata for part-time employees); and



- 350.2.** an extra two weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
- 351.** Leave can be built up and taken over 2 consecutive years. This includes the extra two weeks in the first year of service.
- 352.** An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadet means:
  - 352.1.** Australian Navy Cadets;
  - 352.2.** Australian Army Cadets; and
  - 352.3.** Australian Air Force Cadets.
- 353.** In addition to the entitlement at clause 349, 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.
- 354.** Paid defence reservist leave counts for service.
- 355.** Unpaid defence reservist leave counts as service for all purposes. This includes periods of CFTS.
- 356.** Unpaid leave taken counts as service, except for annual leave.
- 357.** Eligible employees may also apply for annual leave, long service leave, leave without pay, top-up pay or they may use flex time or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
- 358.** An employee will not need to pay their tax free ADF Reserve salary to their department for any reason.

## Defence service sick leave

- 359.** 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:
  - 359.1.** war-like service; or
  - 359.2.** non-war like service.
- 360.** An eligible employee can get 2 types of credits:



- 360.1.** an initial credit of nine weeks (45 days) defence service sick leave will apply as of the later below option:
  - 360.1.1.** they start employment with the APS; or
  - 360.1.2.** DVA certifies the condition.
- 360.2.** an annual credit of three weeks (15 days) defence service sick leave.
- 361.** 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.
- 362.** Unused annual credits can be built up to nine weeks.
- 363.** An employee cannot use annual credits until the initial credit is exhausted.
- 364.** Employees who re-join the APS following an earlier period of APS employment in which they had been credited with war service sick leave will be credited with:
  - 364.1.** any special credit that remained unused at the final day of the prior APS employment; and
  - 364.2.** any annual credit held on the final day of the prior APS employment.
- 365.** Defence service sick leave is paid and counts as service for all purposes.

## Leave to attend proceedings

- 366.** 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.
- 367.** An employee who is not covered under clause 366, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the department.
- 368.** An employee may otherwise be granted paid miscellaneous leave by the Secretary if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.
- 369.** The Secretary may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.



## Unauthorised absences

- 370.** Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement cease to be available until the employee resumes duty, or is granted leave or ceases employment. Such absences will not count as service for any purpose. For further information on unauthorised absences, please refer to the Working Hours Policy.





# Section 7: Employee support and workplace culture

## Blood donation

- 371.** 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.
- 372.** The employee must inform their manager in advance of when they will be away from work with their manager before donating blood, plasma or platelets.

## Vaccinations

- 373.** The department will offer annual influenza vaccinations at no cost to all employees.
- 374.** Where the department requires an employee performing a roles to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

## Employee Assistance Program

- 375.** Employees and their family will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by the department and will be accessible on paid time.

## Respect at work

### Principles

- 376.** The department values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The department recognises



that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.

- 377.** The department recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.

#### **Consultation**

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

## Family and domestic violence support

- 379.** Further information about leave and other support available to employees affected by family and domestic violence may be found in the Family and Domestic Violence policy.
- 380.** This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
- 381.** The department will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
- 382.** The department recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
- 383.** Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.
- 384.** An employee experiencing family and domestic violence support is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- 384.1.** illness or injury affecting the employee resulting from family and domestic violence;
  - 384.2.** providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
  - 384.3.** 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;



- 384.4.** making arrangements for the employee's safety, or the safety of a close relative;
  - 384.5.** accessing alternative accommodation;
  - 384.6.** accessing police services;
  - 384.7.** attending court hearings;
  - 384.8.** attending counselling; and
  - 384.9.** attending appointments with medical, financial or legal professionals.
- 385.** 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.
- 386.** These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
- 387.** 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.
- 388.** 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.
- 389.** Evidence may be requested to support the department in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the department will require, unless the employee chooses to provide another form of evidence.
- 390.** 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.
- 391.** The department will take all reasonable measures to treat information relating to family and domestic violence confidentially. The department will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the department may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- 392.** Where the department needs to disclose confidential information for purposes identified in clause 391, where it is possible the department will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
- 393.** The department will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.



- 394.** 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.
- 395.** The department will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.

## Integrity in the APS

- 396.** The department understands that procedural fairness is essential in building and maintaining trust with APS employees, and that it requires fair and impartial processes for employees affected by APS-wide or department decisions.
- 397.** 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.
- 398.** Employees can, during their ordinary work hours, take time to:
  - 398.1.** access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the department; and
  - 398.2.** attend department mandated training about integrity.

## First Nations cultural competency training

- 399.** The Secretary will take reasonable steps to ensure all substantive, ongoing EL2 employees employed at the commencement of this agreement or any new substantive, ongoing EL2 employees who commence within the first six months of this agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.
- 400.** Any new substantive, ongoing EL2 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 6 months of their engagement or promotion.



## Diversity Principles

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

## Lactation and breastfeeding support

- 403.** Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
- 404.** The department will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 405. In considering whether a space is appropriate, the department should consider whether:
  - 404.1.** there is access to refrigeration;
  - 404.2.** the space is lockable; and
  - 404.3.** there are facilities needed for expressing such as appropriate seating.
- 405.** Where it is not practicable for a department site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
- 406.** The department will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- 407.** The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.



## Disaster support

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



# Section 8: Performance and development

## Performance agreements

- 411.** Employees must participate in the department's performance management arrangements. The performance agreement cycle runs from July to June each year.
- 412.** All employees will be required to have a current performance agreement, except non-ongoing employees engaged for less than three months.
- 413.** The department is committed to performance agreements that:
  - 413.1.** Are positive and beneficial;
  - 413.2.** Are career focused with learning and development;
  - 413.3.** Ensure joint responsibility;
  - 413.4.** Ensure no surprises;
  - 413.5.** Ensure regular objective two-way feedback;
  - 413.6.** Are fair and equitable;
  - 413.7.** Have realistic and measurable performance measures;
  - 413.8.** Ensure procedural fairness and natural justice; and
  - 413.9.** Provide employee support.
- 414.** The purpose of the performance management arrangements is to:
  - 414.1.** develop a culture of high performance in the department;
  - 414.2.** align individual performance requirements with business outcomes;
  - 414.3.** ensure that employees have a clear understanding of their role, and the performance standards expected of them; and
  - 414.4.** identify and plan for learning and development needs.



- 415.** The performance management arrangements shall be administered in a way that considers the individual/personal circumstances of the employee.
- 416.** The Performance Management Policy determines the principles and procedures, including the responsibilities, rights and obligations of managers and employees throughout the performance cycle.
- 417.** The Department's Consultative Committee will review the Performance Management Policy and make recommendations for improvements over the life of the Agreement.

## Managing underperformance

- 418.** The Underperformance Procedures provide guidance for managing the underperformance of an employee in the department. These procedures have been developed under the principles of procedural fairness, natural justice and provide rights to representation.
- 419.** The objectives of the Underperformance Procedures are to:
  - 419.1.** provide a structured and supportive approach to provide an opportunity for employees whose performance has been assessed as 'does not meet expectations' to improve their performance; and
  - 419.2.** ensure that the principles of procedural fairness are applied to the processes and decisions involved in managing underperformance.
- 420.** Underperformance is when a manager makes an assessment that an employee's performance does not meet expectations.
- 421.** Where underperformance is identified, the department will work with affected employees and their managers to attain and sustain the standards required.
- 422.** Employees and Managers have the right to have a support person at any stage of the performance management or underperformance process.
- 423.** A support person can include, but is not limited to:
  - 423.1.** union representative;
  - 423.2.** employee support officer (ESO);
  - 423.3.** family member;
  - 423.4.** friend; or
  - 423.5.** colleague.





- 424.** The Department’s Consultative Committee will review the Underperformance Procedures and make recommendations for improvements over the life of the Agreement.

## Study assistance

- 425.** An employee undertaking formal study may be eligible to apply for study assistance, which may include reimbursement of costs up to **\$4,000** per year and/or a maximum of up to 8 hours per week, or up to 16 hours per week for Aboriginal and Torres Strait Islander employees, that can be used weekly, accumulated, and used as a leave bank or both.

## Learning and development

- 426.** The department is committed to fostering a culture of continuous learning and development to ensure employees have the skills, knowledge, and capabilities relevant to their current role.
- 427.** Employees and their managers will discuss and agree to a learning and development plan for the employee’s current work and career development goals, with agreed work time to participate in relevant programs and opportunities.
- 428.** Participation in learning and development programs will be in paid time, and as far as reasonably practicable, workloads will be adjusted to accommodate those activities.
- 429.** Employees in scheduled environments will have input into their schedule to ensure learning and development is allocated regularly and in blocks of time that allow for effective learning which is appropriate to the learning needs of the employee.
- 430.** The department will ensure that employees are provided additional and appropriate learning and development where there is a significant change to employees’ roles or work areas.
- 431.** Where employees are moved into a role or work area which requires particular skills or qualifications, those employees will be assisted with on-the-job training and learning and development programs to ensure sufficient support to obtain the relevant skills, qualifications, and performance.

### **Learning and development for employees with management responsibilities**

- 432.** Employees whose roles include managing others will undertake role specific training to assist them with their role to support employee health and wellbeing, performance, and enterprise agreement related matters.



- 433.** Employees whose roles including managing remote employees or teams will receive role specific training.

## Professional qualifications, memberships, and accreditations

- 434.** The department will pay professional association membership costs and accreditation or registration fees for employees undertaking duties or responsibilities that require professional skills. The department will pay any associated continuing professional development and training costs or other fees required for the maintenance of membership of the relevant professional association, accreditation, or registration.
- 435.** The department may pay for professional association membership costs and/or accreditation or registration fees where such membership is considered to provide a significant benefit to the department.
- 436.** All activities undertaken by employees for the purpose of membership of the relevant professional association, accreditation or registration (including continued professional development) will be during paid work time.

## Workloads

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



# Section 9: Travel and location-based conditions

For further information, refer to the Travel Policy.

## Travel

- 440.** While travelling on departmental business, all employees are entitled to a reasonable standard of accommodation (consistent with departmental accommodation rates), meals and transport without personal expense. Travel must be organised to ensure maximum value to the Commonwealth with no personal expense, monetary gain or other type of benefit to the employee.
- 441.** In determining travel requirements, a manager will, wherever possible, take into account, and make allowance for, people's circumstances, including family responsibilities, safety, security and other relevant factors.
- 442.** The rate of meal allowance and commercial accommodation allowance will be paid at a rate set by the Australian Taxation Office.
- 443.** Where the Secretary decides that the accommodation rate is insufficient in specific circumstances, a higher rate may be approved.
- 444.** Employees whose travel includes an overnight stay may withdraw up to \$50 for incidentals and meals, from an Automatic Teller Machine without the requirement to provide receipts of expenditure. Any cash withdrawal will reduce the daily rates available for meals and/or incidental costs by the amount withdrawn.
- 445.** Payment arrangements and the level of entitlement for travel expenses will be reviewed after 21 days away from home (in the one location) and paid on the basis of reasonable actual expenses or an alternative package of assistance approved by the Secretary. A trip home will not be regarded as a break for the purposes of determining reviewed travel allowance.
- 446.** Employees who travel on official business undertaken between the 7:00 am to 7:00 pm bandwidth will be recorded as flex time/EL TOIL. The start and finish times of the 12 hour bandwidth may be adjusted in recognition of travel time with the approval of the Secretary.
- 447.** Reasonable time off in lieu will be recognised and granted where employees are directed to travel outside the bandwidth.
- 448.** Travel time will not be paid as overtime.



- 449.** Where it is anticipated that eight or more business trips will be required to be undertaken in a 12 month period, airline lounge membership is available for that period.
- 450.** Where an employee chooses to stay in non-commercial accommodation, employees may access up to **\$67.67** per night to meet expenses associated with staying in non-commercial accommodation.
- 451.** Where an employee is required to travel for official business purposes for a period of ten hours or more, but no overnight stay is required, a part day travel allowance of **\$49.21** will be payable to employees.
- 452.** Where the Secretary authorises an employee to use their private vehicle for official business purposes, the employee will be entitled to a Motor vehicle allowance at a rate determined by the Australian Taxation Office and capped at the cost of the lowest practical fare of the day of travel.
- 453.** Assistance may be authorised by the Secretary in situations where, while an employee is travelling on official business:
- 453.1.** an employee becomes critically or dangerously ill and the employee's partner or a family member travels to visit the employee; or
  - 453.2.** a member of the employee's family or the employee's partner's family dies or becomes critically or dangerously ill and the employee travels to visit the critically or dangerously ill family member.
- 454.** The assistance may comprise:
- 454.1.** reimbursement to the employee for the cost of an economy return airfare in respect of travel within Australia; and
  - 454.2.** where the use of a motor vehicle is approved, or is the most appropriate form of travel, motor vehicle allowance consistent with provisions in this Agreement.
- 455.** When an employee with family caring responsibilities is required to travel away from home for official purposes, the department will provide reimbursement on production of receipts for the full cost of 'additional commercial care' (over normal caring arrangements).
- 456.** Where commercial care is not available, the Secretary has the discretion to approve the cost of the care provided by other arrangements. This reimbursement will be up to **\$73.82** per night subject to provision of satisfactory evidence.



## Usual location of work

- 457.** An employee's standard place of work will be the designated office location identified in the employee's letter of offer or other engagement documentation. If no designated office location was specified on engagement, the Secretary may specify a designated office location by advising the employee in writing.
- 458.** The department and employee may agree to vary the employee's designated office location on a temporary or permanent basis.

## Relocation assistance

- 459.** Where an existing employee is required to relocate at the request of the department, the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to reimbursement of reasonable expenses if they relocate for a period of 13 weeks or more.
- 460.** Where an employee is required to relocate on engagement with the department, the employee will be provided with financial relocation assistance.
- 461.** Reasonable expenses associated with the relocation include:
  - 461.1.** the cost of transport of the employee, dependants and partner by the most economical means;
  - 461.2.** removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
  - 461.3.** the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
  - 461.4.** the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
- 462.** Where an employee of the department permanently moves from one geographic locality to another, the employee may request a relocation assistance package for reimbursement of reasonable expenses.
- 463.** Additional relocation assistance may be considered by the Secretary.



## Disturbance allowance

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

## Remote localities

For further information, refer to the Remote Localities Assistance Policy.

- 466.** Where an employee is engaged or relocated to a remote locality, assistance will be provided.
- 467.** Four categories have been determined for payment of RLA, depending on the level of remoteness. For further information, employees should consult the Remote Localities Assistance Policy.
- 468.** Remote localities assistance (RLA) is to recognise the climatic condition and lack of access to services in remote localities due to the geographical location.
- 469.** Four categories have been determined for payment of RLA, depending on the level of remoteness.

The annual amounts payable for the categories are:

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



**470.** Remote localities assistance for those employees, who, on commencement of this Agreement, are in receipt of payments under the *Department of Education and Training Enterprise Agreement 2016-2019*, will have these payments grandfathered over the life of this Agreement.

	Darwin	Townsville
<b>With dependants</b>	\$12,000.00	\$4,200.00
<b>Without dependants</b>	\$7,200.00	\$3,000.00

### Payment of RLA

**471.** Employees eligible for RLA will receive payment of the allowance as follows:

**471.1.** 40% of the relevant amount paid fortnightly (pro rata for part time employees) from the date of commencement of service at the location; and

**471.2.** An annual payment of 60% of the relevant amount following completion of 12 months continuous service and after each completed 12 months service thereafter (pro rata basis for employees ceasing work at that location).

**472.** Accumulated periods of miscellaneous leave without pay not to count as service that exceed 30 calendar days or more will defer the annual 60% payment where the accumulated period of miscellaneous leave without pay exceeds 30 calendar days, the entire period will affect the annual payment.

**473.** The amount of RLA will be regarded as salary for taxation purposes.



# Section 10: Consultation, representation and dispute resolution

## Consultation

### Principles

- 474.** 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.
- 475.** The department recognises:
- 475.1.** the importance of inclusive and respectful consultative arrangements;
  - 475.2.** employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - 475.3.** the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on department policies may occur over at least two weeks, whereas a major change is likely to require a more extensive consultation process;
  - 475.4.** consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - 475.5.** the benefits of employee and union involvement and the right of employees to be represented by their union.
- 476.** Genuine and effective consultation involves:
- 476.1.** providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
  - 476.2.** providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;





- 476.3. considering feedback from employees and the relevant union(s) in the decision-making process; and
- 476.4. advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

**When consultation is required**

477. Consultation is required in relation to:

- 477.1. changes to work practices which materially alter how an employee carries out their work;
  - 477.2. changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
  - 477.3. major change that is likely to have a significant effect on employees;
  - 477.4. implementation of decisions that significantly affect employees;
  - 477.5. changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
  - 477.6. other workplace matters that are likely to significantly or materially impact employees.
478. The department, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the department. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

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

479. This clause applies if the department:

- 479.1. proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- 479.2. proposes to introduce a change to the regular roster or ordinary hours of work of employees.



## Representation

- 480.** Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.
- 481.** The department must recognise the representative if:
  - 481.1.** a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - 481.2.** the employee or employees advise the employer of the identity of the representative.

## Major change

- 482.** In this clause, a major change is likely to have a significant effect on employees if it results in, for example:
  - 482.1.** the termination of the employment of employees;
  - 482.2.** major change to the composition, operation or size of the employer's workforce or to the skills required of employees;
  - 482.3.** the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
  - 482.4.** the alteration of hours of work;
  - 482.5.** the need to retrain employees;
  - 482.6.** the need to relocate employees to another workplace; or
  - 482.7.** the restructuring of jobs.
- 483.** The following additional consultation requirements in clause 484 to 490 apply to a proposal to introduce a major change referred to in clause 477.3.
- 484.** Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 478.
- 485.** Where practicable, a department change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.



- 486.** The department must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
- 487.** As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 478, the department must:
- 487.1.** discuss with affected employees and relevant union(s) and/or other recognised representatives:
    - 487.1.1.** the proposed change;
    - 487.1.2.** the effect the proposed change is likely to have on the employees;
    - 487.1.3.** proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
  - 487.2.** for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
    - 487.2.1.** all relevant information about the proposed change, including the nature of the change proposed;
    - 487.2.2.** information about the expected effects of the proposed change on the employees; and
    - 487.2.3.** any other matters likely to affect the employees.
- 488.** The department must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
- 489.** However, the department is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
- 490.** If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the department, the requirements set out in clauses 484 to 488 are taken not to apply.

## Change to regular roster or ordinary hours of work

- 491.** The following additional consultation requirements in clause 493 to 495 apply to a proposal to introduce a change referred to in clause 477.5.



- 492.** The department must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
- 493.** As soon as practicable after proposing to introduce the change, the department must:
- 493.1.** discuss with employees and the relevant union(s) and/or other recognised representatives:
    - 493.1.1.** the proposed introduction of the change; and
  - 493.2.** for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
    - 493.2.1.** all relevant information about the proposed change, including the nature of the proposed change; and
    - 493.2.2.** information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
    - 493.2.3.** information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - 493.3.** invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, the department is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
- 494.** The department must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

**Interaction with emergency management activities.**

- 495.** 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.

## Department consultative committee

- 496.** The department will establish and maintain a consultative committee for the duration of the Agreement. The committee will be the key mechanism for general staff consultation between the department, employees and employee representatives.
- 497.** The Consultative Committee will consist of management representatives, employee representatives and Union representatives (may be a union official).



- 498. The Department may add representatives to the committee from time to time. At any one time the number of management representatives will not outnumber the number of employee representatives.
- 499. The Consultative Committee may form subcommittees and working parties.
- 500. Further information about the roles and composition of the Consultative Committee will be detailed in the Consultative Committee Terms of Reference.

## APS consultative committee

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

## Dispute resolution

- 502. If a dispute relates to:
  - 502.1. a matter arising under the agreement; or
  - 502.2. the National Employment Standards;

### **This term sets out procedures to settle the dispute.**

- 503. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
- 504. 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.
- 505. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
- 506. 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 505 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 507. The Fair Work Commission may deal with the dispute in 2 stages:



- 507.1.** the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- 507.2.** if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - 507.2.1.** arbitrate the dispute; and
  - 507.2.2.** make a determination that is binding on the parties.

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

**508.** While the parties are attempting to resolve the dispute using the procedures in this term:

- 508.1.** an employee must continue to perform their work as they would normally in accordance with established custom and practice at the department that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
- 508.2.** subject to 508.1, an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
  - 508.2.1.** the work is not safe; or
  - 508.2.2.** applicable work health and safety legislation would not permit the work to be performed; or
  - 508.2.3.** the work is not appropriate for the employee to perform; or
  - 508.2.4.** there are other reasonable grounds for the employee to refuse to comply with the direction.

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

**510.** Any disputes arising under the *Department of Education and Training Enterprise Agreement 2016-2019* 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

- 511.** Where the provisions of 502 to 506 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 503, 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 506.

## Delegates' rights

- 512.** Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to the department.
- 513.** The role of union delegates is to be respected and supported.
- 514.** The department and union delegates will work together respectfully and collaboratively.

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

- 515.** The department respects the role of union delegates to:
- 515.1.** provide information, consult with and seek feedback from employees in the workplace on workplace matters;
  - 515.2.** consult with other delegates and union officials, and get advice and assistance from union officials;
  - 515.3.** represent the interests of members to the employer and industrial tribunals; and
  - 515.4.** represent members at relevant union forums, consultative committees or bargaining.
- 516.** The department and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.
- 517.** 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.
- 518.** To support the role of union delegates, the department will, subject to legislative and operational requirements, including privacy and security requirements:



- 518.1.** provide union delegates with reasonable access to department facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
  - 518.2.** advise union delegates and other union officials of the department facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
  - 518.3.** allow reasonable official union communication appropriate to the department from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include the department vetoing reasonable communications;
  - 518.4.** provide access to new employees as part of induction; and
  - 518.5.** provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
- 519.** 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 department before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.





# Section 11: Separation and retention

## Resignation (separation)

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

### Payment on death of an employee

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

## Redeployment, retraining, redundancy

### Management of excess employees

- 524. The following provisions apply to all employees covered by this Agreement, excluding an employee serving a probationary period and a non-ongoing employee.
- 525. The department will, as far as possible, avoid involuntary redundancies. Reasonable steps will be taken to facilitate redeployment opportunities at level across the department and the APS for excess or potentially excess employees.



- 526.** An offer of voluntary redundancy to an employee who is not fit for and not at work may be made to an employee who is excess in accordance with the paragraph below only where the Secretary, having regard to the Commonwealth's liability, decides it is appropriate.

**Discussion and consideration period**

- 527.** Where an excess employee situation is identified, the Secretary will:
- 527.1.** advise the employee(s) directly affected of the situation, the reasons and scope and invite the employee(s) to nominate a representative;
  - 527.2.** discuss the voluntary redundancy and reassignment processes with affected employees;
  - 527.3.** hold discussions with the employee(s) and their nominated representatives; and
  - 527.4.** offer the affected employee(s) voluntary redundancy.
- 528.** The employee(s) will have two months in which to consider the offer of voluntary redundancy. An employee who has received an offer of voluntary redundancy must advise the Secretary, in writing, before the end of the discussion and consideration period whether they wish to be considered for re-assignment or voluntary redundancy.
- 529.** Employees will become excess one month after being made an offer of voluntary redundancy, unless during this time their employment has been terminated, they have been redeployed or the Secretary decides they are no longer in an excess situation.
- 530.** If the employee does not respond, the employee will be taken to have a preference to be considered for reassignment, and their retention period will commence in accordance with clause 550.

**Voluntary redundancy offer**

- 531.** The offer must state when the Secretary proposes to issue the termination notice if the offer is accepted.
- 532.** The offer should include the following information to assist the employee in their considerations:
- 532.1.** amount payable as redundancy pay, pay in lieu of notice and accrued annual and long service leave credits;
  - 532.2.** superannuation entitlements upon voluntary redundancy;
  - 532.3.** superannuation options;
  - 532.4.** taxation rules applicable to the various payments; and



- 532.5. the availability of financial assistance, on a reimbursement basis, towards obtaining independent financial advice up to the value of **\$1,200**.
533. Should the employee request and receive an earlier termination date that falls within the discussion and consideration period, the employee will be entitled to receive payment for the unexpired portion of the discussion and consideration period.

#### **Career transition assistance**

534. At the time the employee is offered a voluntary redundancy or as soon as possible thereafter but no later than two weeks after the voluntary redundancy offer, potentially excess employee(s) will be offered career transition assistance which will include:
- 534.1. advice on the re-assignment and redundancy process;
  - 534.2. a point of contact for individual queries;
  - 534.3. assistance with identifying re-assignment opportunities; and/or
  - 534.4. training/redeployment assistance.
535. Employees may also access the department's Employee Assistance Program for free personal counselling.

#### **Voluntary redundancy process**

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



## Severance pay

- 542.** An employee who accepts voluntary redundancy and whose employment is terminated under section 29 of the PS Act on the grounds that they are excess to requirements will be entitled to the following severance pay, subject to any minimum amount the employee is entitled to under the NES:
- 542.1.** two weeks of salary for each completed continuous year of service; and
  - 542.2.** a pro rata payment for completed continuous months of service since the last completed year of service.
- 543.** The minimum amount of severance pay is an amount equal to four weeks' salary and the maximum amount payable is an amount equal to 48 weeks' salary.
- 544.** Severance pay is calculated on a pro rata basis for any period of service when the employee worked part time, subject to any minimum amount the employee is entitled to under the NES.
- 545.** For an excess employee, salary includes:
- 545.1.** the employee's substantive salary on the date of termination;
  - 545.2.** temporary performance loading where the employee has received the loading for a continuous period of at least 12 months immediately preceding the date on which the employee is given a formal offer of a voluntary redundancy; and
  - 545.3.** allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

## Service for severance pay purposes

- 546.** Service for severance pay purposes means:
- 546.1.** service in the department;
  - 546.2.** Government service as defined in section 10 of *the Long Service Leave (Commonwealth Employees) Act 1976*;
  - 546.3.** service with a Commonwealth body (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
  - 546.4.** service with the Australian Defence Forces;
  - 546.5.** APS service immediately preceding deemed resignation under repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes;



- 546.6.** service in another organisation where an employee was transferred from that organisation with a transfer of function; or an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.
- 547.** For earlier periods of service to count, there must be no breaks between the periods of service, except where:
- 547.1.** the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
- 547.2.** the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS under the repealed section 49 of the *Public Service Act 1922*.

#### **Service not to count for severance pay purposes**

- 548.** Periods of service that will not count as service for redundancy pay purposes are previous periods of service that ceased by way of:
- 548.1.** termination under section 29 of the PS Act;
- 548.2.** prior to the commencement of the PS Act, by way of redundancy; forfeiture of office, retirement on the grounds of invalidity, inefficiency or loss of qualifications; dismissal or termination of probationary appointment for reasons of unsatisfactory service;
- 548.3.** voluntary retirement at or above the minimum retiring age applicable to the employee; or
- 548.4.** payment of a redundancy benefit or a similar payment or an employer-financed retirement benefit.
- 549.** Absences from duty which do not count as service for long service leave purposes will not count for severance pay purposes.

#### **Retention period**

- 550.** Should an employee not accept the formal offer of voluntary redundancy, the employee will commence their retention period one month after the offer of voluntary redundancy. The notice period will be concurrent with the retention period.
- 551.** The purpose of the retention period is to enable excess employees to be reassigned within the APS or to find other suitable employment. Consistent with this, during the retention period:
- 551.1.** the department will continue to provide and resource reasonable career transition services and support, and take all reasonable steps to move an excess employee to a



suitable vacancy, to another APS agency or to pursue placements outside the APS consistent with this Agreement; and

**551.2.** employees will take all reasonable steps to secure permanent re-assignment or placement.

**552.** The retention period is:

**552.1.** 13 months where an employee has 20 or more years of continuous, current service with the APS or is over 45 years of age; or

**552.2.** seven months for other employees.

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

### **Redeployment**

**554.** The following provisions will apply to employees during their retention period:

**554.1.** The employee can access up to **\$1,200** for payment for outplacement services or training opportunities that would be expected to enhance the employment prospects of employees.

**554.2.** Excess employees of the department will be considered first and in isolation from, and not in competition with, other applicants who are not excess for an advertised vacancy to which the employee seeks transfer but only at or below the employee's level. In placing excess employees, consideration will be given to the employee's current skills and experience or the employee's ability to acquire the relevant skills for the advertised vacancy in a short period of time.

**554.3.** Suitable trial placements in other organisations, including private sector organisations, will be funded for up to three months where there is an identifiable opportunity for permanent placement and no job swap arrangement is involved. An individual employee may undertake more than one trial placement.

**554.4.** The employee will be entitled to reasonable paid leave for the purpose of attending employment interviews and may request assistance in meeting reasonable travel costs and incidental expenses incurred by the employee in seeking alternative employment, where these are not met by the prospective employer.

**554.5.** The employee may, after being given four weeks of notice, be reduced in classification as a means of securing alternative employment. If reduction occurs after the offer of voluntary redundancy and before the end of the retention period the employee will receive payments to maintain the employee's salary level for the balance of the retention period.



### **Extension of the retention period**

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

### **Involuntary redundancy**

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

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



# Section 12: Other APS-wide matters

## Recruitment and mobility

- 558.** The department's recruitment and selection arrangements reflect the APS employment principles and merit based decision making.
- 559.** Where a vacancy is to be filled for a period of three continuous months or longer, an internal merit selection process must be used to fill the vacancy.
- 560.** Where a position has remained substantively vacant for up to 12 months, the position must be advertised on the APS Jobs Gazette.
- 561.** The department's Consultative Committee will review recruitment and workforce management policies and processes and make recommendations for improvements over the life of the Agreement.





# Attachment A – Base salaries

General Classifications and Broadbands					
Classification	Salary Pay Point	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
EL2	EL 2.4	\$163,848	\$170,402	\$176,877	\$182,891
	EL 2.3	\$153,420	\$159,557	\$165,620	\$171,251
	EL 2.2	\$144,748	\$150,538	\$156,258	\$161,571
	EL 2.1	\$136,498	\$141,958	\$147,352	\$152,362
<b>Hard Barrier - advancement subject to a merit process</b>					
EL1	EL 1.4	\$128,200	\$133,328	\$138,394	\$143,099
	EL 1.3	\$121,755	\$126,625	\$131,437	\$135,906
	EL 1.2	\$118,781	\$123,532	\$128,226	\$132,586
	EL 1.1	\$115,996	\$120,636	\$125,220	\$129,477
<b>Hard Barrier - advancement subject to a merit process</b>					
APS6	APS 6.3	\$103,731	\$107,880	\$111,979	\$115,786
	APS 6.2	\$97,401	\$101,297	\$105,146	\$108,721
	APS 6.1	\$94,332	\$98,105	\$101,833	\$105,295
<b>Soft Barrier - work value/work availability</b>					
APS5	APS 5.3	\$89,706	\$93,294	\$96,839	\$100,132
	APS 5.2	\$85,695	\$89,123	\$92,510	\$95,655
	APS 5.1	\$83,908	\$87,264	\$90,580	\$93,660
<b>Soft Barrier - work value/work availability</b>					
APS4	APS 4.3	\$81,274	\$84,525	\$87,737	\$90,720
	APS 4.2	\$78,115	\$81,240	\$84,327	\$87,194
	APS 4.1	\$75,996	\$79,036	\$82,039	\$84,828



<b>Hard Barrier - advancement subject to a merit process</b>					
<b>APS3</b>	APS 3.2	\$72,767	\$75,678	\$78,554	\$81,225
	APS 3.1	\$69,863	\$72,658	\$75,419	\$77,983
<b>General Classifications and Broadbands continued.</b>					
<b>Soft Barrier - work value/work availability</b>					
<b>Classification</b>	<b>Salary Pay Point</b>	<b>As at 31 August 2023</b>	<b>From the later of commencement of the agreement or 14 March 2024</b>	<b>From 13 March 2025</b>	<b>From 12 March 2026</b>
<b>APS2</b>	APS 2.3	\$66,664	\$69,331	\$71,966	\$74,413
	APS 2.2	\$65,434	\$68,051	\$70,637	\$73,039
	APS 2.1	\$62,558	\$65,060	\$67,532	\$69,828
<b>Soft Barrier - work value/work availability</b>					
<b>Classification</b>	<b>Salary Pay Point</b>	<b>As at 31 August 2023</b>	<b>From the later of commencement of the agreement or 14 March 2024</b>	<b>From 13 March 2025</b>	<b>From 12 March 2026</b>
<b>APS1</b>	APS 1.2	\$58,237	\$60,566	\$62,868	\$65,006
	APS 1.1	\$53,262	\$55,392	\$57,497	\$59,452



<b>Training Broadband</b>					
<b>Classification</b>	<b>Salary Pay Point</b>	<b>As at 31 August 2023</b>	<b>From the later of commencement of the agreement or 14 March 2024</b>	<b>From 13 March 2025</b>	<b>From 12 March 2026</b>
<b>APS4</b>	APS 4.3	\$81,274	\$84,525	\$87,737	\$90,720
	APS 4.2	\$78,115	\$81,240	\$84,327	\$87,194
	APS 4.1	\$75,996	\$79,036	\$82,039	\$84,828
<b>Soft Barrier - work value/work availability</b>					
<b>APS3</b>	APS 3.2	\$72,767	\$75,678	\$78,554	\$81,225
	APS 3.1	\$69,863	\$72,658	\$75,419	\$77,983
<b>Soft Barrier - work value/work availability</b>					
<b>APS2</b>	APS 2.3	\$66,664	\$69,331	\$71,966	\$74,413
	APS 2.2	\$65,434	\$68,051	\$70,637	\$73,039
	APS 2.1	\$62,558	\$65,060	\$67,532	\$69,828
<b>Soft Barrier - work value/work availability</b>					
<b>APS1</b>	APS 1.2	\$58,237	\$60,566	\$62,868	\$65,006
	APS 1.1	\$53,262	\$55,392	\$57,497	\$59,452



<b>Government Lawyer Broadband</b>					
<b>Classification</b>	<b>Salary Pay Point</b>	<b>As at 31 August 2023</b>	<b>From the later of commencement of the agreement or 14 March 2024</b>	<b>From 13 March 2025</b>	<b>From 12 March 2026</b>
<b>EL2 Principal Government Lawyer</b>	Principal Government Lawyer EL 2.2	\$167,945	\$174,663	\$181,300	\$187,464
	Principal Government Lawyer EL 2.1	\$155,163	\$161,370	\$167,502	\$173,197
<b>Hard Barrier - advancement subject to a merit process</b>					
<b>EL1 Senior Government Lawyer</b>	Senior Government Lawyer EL 1.3	\$142,094	\$147,778	\$153,394	\$158,609
	Senior Government Lawyer EL 1.2	\$121,753	\$126,623	\$131,435	\$135,904
	Senior Government Lawyer EL 1.1	\$115,996	\$120,636	\$125,220	\$129,477
<b>Soft Barrier - work value/work availability</b>					
<b>APS6 Government Lawyer</b>	Government Lawyer APS 6.6	\$103,731	\$107,880	\$111,979	\$115,786
	Government Lawyer APS 6.5	\$97,401	\$101,297	\$105,146	\$108,721
	Government Lawyer APS 6.4	\$94,332	\$98,105	\$101,833	\$105,295
<b>Soft barrier – work value/work availability</b>					
<b>APS5 Government Lawyer</b>	Government Lawyer APS 5.3	\$85,695	\$89,123	\$92,510	\$95,655
<b>Soft barrier – work value/work availability</b>					
<b>APS4 Government Lawyer</b>	Government Lawyer APS 4.2	\$78,115	\$81,240	\$84,327	\$87,194



Classification	Salary Pay Point	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
<b>Soft barrier – work value/work availability</b>					
<b>APS3 Government Lawyer</b>	Government Lawyer APS 3.1	\$72,767	\$75,678	\$78,554	\$81,225

<b>Information Technology (IT) Specialist Designation</b>					
Classification	Salary Pay Point	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
<b>EL1 Information Technology Specialist</b>	IT Specialist EL1.2	\$141,019	\$146,660	\$152,233	\$157,409
	IT Specialist EL1.1	\$134,610	\$139,994	\$145,314	\$150,255



# Attachment B – Supported Wage System

1. This schedule defines the condition which will apply which will apply to employees 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](http://www.jobaccess.gov.au)); and

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

## Eligibility criteria

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



## Supported wage rates

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

### Applicable percentage of relevant minimum wage paid to applicable employees

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

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

### Assessment of capacity

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

