



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Old Parliament House**  
(AG2024/804)

## **OLD PARLIAMENT HOUSE ENTERPRISE AGREEMENT 2024-2027**

Australian Capital Territory

COMMISSIONER LEE

MELBOURNE, 28 MARCH 2024

*Application for approval of the Old Parliament House Enterprise Agreement 2024-2027*

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

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 4 April 2024. The nominal expiry date of the Agreement is 28 February 2027.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE524005 PR772852>



# **Old Parliament House Enterprise Agreement 2024-2027**

# Table of Contents

<b>Old Parliament House Enterprise Agreement 2024-2027 .....</b>	<b>1</b>
<b>Section 1 – Technical matters .....</b>	<b>8</b>
Title .....	8
Parties to the agreement .....	8
Operation of the agreement.....	8
Delegations .....	8
National Employment Standards (NES) precedence .....	8
Closed comprehensive agreement .....	8
Individual flexibility arrangements .....	9
Definitions.....	10
Usual location of work .....	12
<b>Section 2: Remuneration .....</b>	<b>13</b>
Salary.....	13
Payment of salary .....	13
Salary setting.....	13
Salary Packaging.....	14
Incremental advancement.....	14
Eligibility.....	14
Annual Review .....	15
Eligible Service .....	15
Effect of Paid Leave, Leave Without Pay (LWOP) or working in another Agency.....	15
Position classification, position titles and salary rates .....	15
Superannuation .....	16
Method for calculating superannuation salary.....	16
Payment during unpaid parental leave.....	16
Overpayments.....	16
<b>Section 3: Allowances and reimbursements .....</b>	<b>18</b>
Higher duties allowance.....	18
Temporarily reassigned SES duties .....	18
Payment during leave and Public Holidays.....	18
Staff may request to refuse temporary reassignment .....	18
Temporary reassignment of duties at a lower level .....	18

Motor vehicle allowance.....	19
Workplace responsibility allowances.....	19
Principles.....	19
Community language allowance.....	20
<b>Section 4: Classifications .....</b>	<b>22</b>
Work Level Standards .....	22
<b>Section 5: Working hours and arrangements.....</b>	<b>23</b>
Job security .....	23
Commitment to ongoing employment and rebuilding APS capacity.....	23
Reporting.....	23
Pathways to permanency .....	23
Casual (irregular or intermittent) employment.....	23
Breaks.....	24
Non-ongoing employment.....	24
Working hours.....	24
Ordinary hours of duty.....	24
Core hours.....	25
Recording attendance.....	25
Meal break .....	25
Flex for APS 1-6 classifications.....	25
Responsibilities of employees and managers.....	25
Flex time bandwidth .....	26
Maximum flex credit .....	26
Maximum flex debit.....	26
Carry over and payment in lieu of flex credits.....	26
Working extensive hours .....	27
Travelling time .....	27
Reversion to ordinary hours .....	27
Executive Level Time Off in Lieu (EL TOIL) .....	27
Overtime and restriction.....	28
Overtime duty .....	28
Overtime related dependant costs .....	28
Rest break .....	28

Option to take time off in lieu.....	28
Overtime - rate of payment .....	28
Payment for weekends and public holidays .....	29
Emergency duty .....	29
Overtime for executive level employees .....	29
Meal allowance .....	29
Restriction allowance.....	29
Rostered employees .....	30
Application .....	30
Rostered hours.....	30
Overtime .....	31
Payment for attendance on a rostered day off .....	32
Commuted penalty payments .....	32
Saturday and Sunday rates .....	33
Additional annual leave for rostered employees.....	33
Christmas Closedown.....	33
Breaks.....	33
Flexible working arrangements.....	33
Requesting formal flexible working arrangements.....	34
Varying, pausing or terminating flexible working arrangements .....	36
Working from home.....	36
Ad-hoc arrangements .....	37
Altering span of hours.....	37
Part-time work .....	37
Job Sharing .....	38
Christmas closedown .....	38
Public holidays .....	38
<b>Section 6: Leave .....</b>	<b>40</b>
Leave provisions.....	40
Annual leave.....	40
Access to annual leave .....	40
Recording and deducting annual leave.....	40
Cancelling of annual leave or recall to duty.....	41

Payment of annual leave credits on exit from APS.....	41
Cash out of leave.....	41
Purchased leave .....	41
Eligibility for Purchased Leave .....	41
Personal/carer's leave .....	42
Usage.....	42
Unpaid carer's leave.....	43
Portability of leave .....	44
Re-crediting of leave .....	45
Long service leave .....	45
Miscellaneous leave .....	46
Personal matters leave .....	46
Cultural, ceremonial and NAIDOC leave .....	46
NAIDOC leave.....	46
First Nations ceremonial leave.....	46
Cultural leave .....	46
Parental leave .....	47
Payment during parental leave.....	47
Adoption and long-term foster care .....	49
Stillbirth.....	49
Pregnancy loss leave .....	49
Premature birth leave .....	49
Transitional provisions .....	49
Compassionate leave .....	50
Bereavement leave .....	50
Emergency response leave .....	50
Community Service leave.....	51
Jury duty.....	51
Defence reservist leave.....	51
Defence service sick leave .....	52
Leave to attend proceedings .....	53
<b>Section 7: Employee support and workplace culture .....</b>	<b>54</b>
Blood donation.....	54
Vaccinations.....	54

Eyesight testing/spectacle reimbursement .....	54
Extra care dependant costs.....	54
Loss, damage & indemnity.....	55
Employee Assistance Program.....	55
Respect at work .....	55
Family and domestic violence support .....	55
Integrity in the APS .....	57
First Nations cultural competency training.....	57
Lactation and breastfeeding support.....	58
Disaster support.....	58
<b>Section 8: Performance and development .....</b>	<b>59</b>
Performance management .....	59
Workloads .....	60
Study assistance.....	61
Professional qualifications .....	62
<b>Section 9: Travel and location-based conditions.....</b>	<b>63</b>
Travel .....	63
Review travel allowance .....	64
Relocation assistance.....	64
Overseas travel support.....	64
<b>Section 10: Consultation, representation and dispute resolution.....</b>	<b>65</b>
Consultation.....	65
Principles.....	65
When consultation is required .....	65
Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees.....	66
Representation.....	66
Major change .....	66
Change to regular roster or ordinary hours of work.....	68
Interaction with emergency management activities .....	68
Agency consultative committee .....	68
APS consultative committee .....	69
Dispute resolution.....	69
Leave of absence to attend proceedings .....	70
Delegates' rights .....	70

Supporting the role of union delegates .....	71
<b>Section 11: Separation and retention.....</b>	<b>72</b>
Resignation .....	72
Payment on death of an employee.....	72
Redeployment, Redundancy.....	72
Redeployment.....	72
Redundancy .....	73
Accelerated Separation Arrangements.....	73
Consultation Process.....	74
Voluntary Redundancy.....	74
Period of Notice .....	74
Redundancy Benefit.....	75
Service for Severance Pay Purposes .....	75
Rate of Redundancy Payment.....	76
Retention Periods .....	77
Commencement of Retention Period .....	77
Employer Responsibilities .....	77
Employee Obligations .....	77
Assistance for Reasonable Incurred Expenses.....	77
Payment in Lieu of Retention Period .....	78
Involuntary Termination of Employment .....	78
Termination of Non-Ongoing Employment .....	78
<b>Attachment A – Base salaries .....</b>	<b>80</b>
<b>Attachment B – Allowances.....</b>	<b>82</b>



# Section 1 – Technical matters

## Title

1. This agreement shall be known as the Old Parliament House Enterprise Agreement 2024-2027.

## Parties to the agreement

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

## Operation of the agreement

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

## Delegations

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

## National Employment Standards (NES) precedence

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

13. The agency must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
14. The agency 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 agency and employee agree in writing – at any time.
15. The agency and employee are to review the individual flexibility arrangement at least every 12 months.

## Definitions

16. The following definitions apply to this agreement:

**Agency** means Old Parliament House.

**Agency Head** means the Director of Old Parliament House or the Director's delegate.

**Agreement** means the Old Parliament House Enterprise Agreement 2024-2027.

**APS** means the Australian Public Service.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Family** means:

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

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

**Full-time employee** means an employee employed to work an average of 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.

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

**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.

**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 (including a former spouse) or de facto partner, (including a former de facto partner).

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

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

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

**Relevant employee** means an affected employee.

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

## **Usual location of work**

17. The usual location of work will be the designated office location specified on engagement, or advised by the Agency Head in writing.
18. The agency and employee may agree to vary the employee's usual place of work on a temporary or permanent basis.

## Section 2: Remuneration

### Salary

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

### Payment of salary

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

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

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

### Salary setting

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

27. Where an employee commences ongoing employment in the agency immediately following a period of casual employment in the agency, the Agency Head will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the agency.
28. Where an APS employee moves to the agency at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the Agency Head will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
29. Where the Agency Head determines that an employee's salary has been incorrectly set, the Agency Head may determine the correct salary and the date of effect.
30. Where an employee permanently moves to a lower classification (for reasons other than misconduct or under performance), salary will be payable at the top point in the salary range of the lower classification unless agreed to by the employee.

## **Salary Packaging**

31. All employees covered by this agreement can access the Salary Packaging Scheme.
32. Where an employee takes up the option of salary packaging on a 'salary sacrifice' basis, unless otherwise specified in the Salary Packaging Scheme guidelines, the employee's pre-sacrifice salary will be salary for all purposes.
33. Any fringe benefits tax and administrative costs incurred by OPH in relation to flexible remuneration packaging arrangements are to be met by the employee.

## **Incremental advancement**

### **Eligibility**

34. Annual pay progression applies only to the following employees:
  - 34.1. Ongoing employees; and
  - 34.2. Non ongoing employees (excluding casuals).
35. The basis for incremental advancement through pay points is that the employee 'meets expectations' under the Performance Development Scheme (PDS) based on assessment of the employee's performance in accordance with:
  - 35.1. The Australian Public Service work level standards for their classification;
  - 35.2. The terms of their individual Performance Agreement; and
  - 35.3. Other applicable employment instruments under the *Public Service Act 1999*.
36. An employee will only be eligible for the incremental advancement if they:
  - 36.1. participate in the PDS with performance agreements in place for the previous financial year and have been assessed against their agreement as 'meets expectations'; and

- 36.2. complete the mandatory corporate learning components, which may vary from year to year and are agreed to by the Agency Head.
37. The calculation will include cases of non-completion for reasons not within the control of the individual staff member as determined by the Agency Head.

#### **Annual Review**

38. Employees who are eligible for annual progression will have an annual review of their performance through the PDS, timed to coincide with advancement on 1 July each year provided the employee has 6 months eligible service as defined in clause 40.
39. Where an employee's performance is assessed as 'not meeting expectations' under the PDS through their annual performance review, they will not be eligible to progress to the next pay point in their classification until the next annual performance assessment.

#### **Eligible Service**

40. Eligible service for salary progression (incremental advancement) will include:
  - 40.1. periods of paid leave and unpaid parental leave;
  - 40.2. periods of unpaid leave that count as service;
  - 40.3. service while employed on a non-ongoing basis; and
  - 40.4. work in another Commonwealth agency, where the employee's supervisor provides an equivalent assessment of meeting expectations or higher, under their own performance management scheme.
41. 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.
42. Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for incremental advancement at both their substantive and acting classifications.
43. Salary progression while acting at a higher classification will be retained for future acting duties at, or promotion to, that classification regardless of elapsed time.
44. Casual employees are not eligible for incremental advancement.

#### **Effect of Paid Leave, Leave Without Pay (LWOP) or working in another Agency**

45. Eligibility for incremental advancement is not affected by paid leave, or work in another Commonwealth agency, where the employee's supervisor provides an equivalent assessment of meeting expectations or higher, under their own performance management scheme. Employees who take LWOP must have worked in the Agency for at least six months of the 12 months prior to 1 July, to be eligible for incremental advancement.

#### **Position classification, position titles and salary rates**

46. Positions will be classified under the APS classification structure and remunerated as per Attachment A – Base salaries.



## **Superannuation**

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

### **Method for calculating superannuation salary**

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

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

53. 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**

54. An overpayment occurs if the agency 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).
55. Where the Agency Head considers that an overpayment has occurred, the Agency Head will provide the employee with notice in writing. The notice will provide details of the overpayment.
56. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Agency Head 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.
57. If after considering the employee's response (if any), the Agency Head confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.
58. The Agency Head 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.

59. The agency and the employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
60. Interest will not be charged on overpayments.
61. Nothing in clauses 54 to 60 prevents:
  - 61.1. the agency pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
  - 61.2. the agency from pursuing recovery of the debt through other available legal avenues; or
  - 61.3. the employee or the agency from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

## **Section 3: Allowances and reimbursements**

### **Higher duties allowance**

62. Where a role needs to be filled for 2 or more working weeks, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
63. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the Agency Head.
64. Where an employee is found to be eligible for salary progression at their acting classification level they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
65. Where an employee is assigned only part of the higher duties, the Agency Head will determine the amount of allowance payable.
66. Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job sharing arrangement where the duration of the arrangement is at least 2 working weeks.
67. Where a higher duties period is extended so that the temporary reassignment is continuous, this will be regarded as one period.
68. The Agency Head may shorten the qualifying period for higher duties allowance on a case-by-case basis.

### **Temporarily reassigned SES duties**

69. The Agency Head will determine higher duties allowance and other benefits for employees temporarily reassigned to perform duties at the SES level.

### **Payment during leave and Public Holidays**

70. An employee receiving a higher duties allowance, for higher level work, and granted paid leave or observing a public holiday continues to receive the allowance during that absence. However, the allowance will only be paid up to the date that the employee would have worked at the higher level had they not been on leave.

### **Staff may request to refuse temporary reassignment**

71. An employee may request to refuse temporary assignment at a higher level, and subject to operational requirements, such a request will not be unreasonably refused.

### **Temporary reassignment of duties at a lower level**

72. Should an employee wish to be temporarily reassigned the duties of a classification lower than their substantive classification, the Agency Head will reduce the employee's salary rate for a specified period, by instrument in writing, following a written request from the employee.

73. When making this decision, consideration will be given to operational requirements of the agency and the employee’s reasons for requesting the temporary reduction, including personal circumstances.

## Motor vehicle allowance

74. Where the Agency Head considers that it will result in greater efficiency or involve less expense, they may authorise an employee to use a private car owned or hired by the employee at their own expense for official purposes, subject to the employee providing proof that, for the period of the journey, they have comprehensive insurance on the vehicle, that the vehicle is registered, and that they possess a current drivers licence.
75. Where so authorised, an employee will be entitled to a motor vehicle allowance in accordance with the relevant Australian Taxation Office rates.

## Workplace responsibility allowances

### Principles

76. A workplace responsibility allowance will be paid where the agency has appointed or elected an employee to one of the following roles:
- 76.1. First Aid Officer;
  - 76.2. Health and Safety Representative;
  - 76.3. Emergency Warden (including Fire Warden);
  - 76.4. Harassment Contact Officer; and
  - 76.5. Mental Health First Aid Officer.
77. An employee is not to receive more than one workplace responsibility allowance unless approved by the Agency Head due to operational requirements.
78. The rate will be:

Rate from commencement of the Agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$31.62 per fortnight	\$32.82 per fortnight	\$33.94 per fortnight

79. As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the rates in the table above.
80. The full allowance is payable regardless of flexible work and part-time arrangements.
81. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount, as varied from time provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

82. An allowance will be paid to an employee who:
- 82.1. possesses a current first aid certificate from a Registered Training Organisation, at Senior First Aid Level 2 or a nurse registered with a State/Territory Nursing Board and who is designated by the agency to undertake first aid responsibilities; or
  - 82.2. has been elected as a Health and Safety Representative; or
  - 82.3. has been appointed as an Emergency Warden for a designated work group and who has completed the appropriate training; or
  - 82.4. has been appointed as a Harassment Contact Officer and who has completed the appropriate training; or
  - 82.5. has been appointed as a Mental Health First Aid Officer and who has completed the appropriate training.
83. Workplace responsibility allowances counts as salary for all purposes. Where an employee covers two or more roles only one allowance will be paid per fortnight.
84. An employee's physical availability to undertake the role will be considered when appointing and reappointing employees to these roles. Not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental First Aid Officers and Health and Safety Representatives depending on work group arrangements.

## Community language allowance

85. A community language allowance will be paid where the Agency Head 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 Agency Head. Further information is included in policy.
86. The allowance is paid in accordance with the employee's level of competency:

**Table 1: 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 Agency Head, for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum

Rate	Standard	Rate from commencement of the Agreement	Rate from 13 March 2025	Rate from 12 March 2026
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 Agency Head.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

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

## Section 4: Classifications

### Work Level Standards

91. 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

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

#### Reporting

93. Where a consultative committee is in place, the agency will report to the agency's consultative committee on an annual basis, or more frequently if agreed, on the number, duration, classification and location of ongoing, non-ongoing and casual employees engaged by the agency.

#### Pathways to permanency

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

### Casual (irregular or intermittent) employment

95. A casual (irregular or intermittent) employee is defined in the definitions section.
96. A decision to expand the use of casual employees is subject to the Consultation Section of this agreement, clauses 447 to 469.
97. At the time a casual employee is offered hours of work, the commencing and finishing times for that shift will be specified.
98. The agency will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
99. Remuneration for casual employees is an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
100. 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.
101. A casual employee will be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
102. Casual employees are entitled to two days unpaid personal (carer's) leave each permissible occasion and two days unpaid compassionate leave each permissible occasion.



103. Casual employees in receipt of the 25% loading in lieu of annual leave, personal leave, and public holidays on which the employee is not rostered to work are not entitled to additional annual leave for Sundays worked as referred to in clause 189.
104. Split shifts will not be used.
105. Casual employees employed on an irregular or intermittent basis to perform ordinary duty will be paid the following penalty rates on top of their salary loading:

<b>Rostered time of ordinary duty</b>	<b>Penalty rate</b>
Ordinary duty performed on a shift (Monday- Friday), any part of which falls between 6pm and 6.30am	15%
Ordinary duty performed on Saturday	50%
Ordinary duty performed on Sunday	100%
Ordinary duty performed on a public holiday	150%

### **Breaks**

106. An unpaid break of at least 30 minutes will be taken as directed after no more than five hours continuous work.
107. In addition, casual employees will be entitled to one paid break of 15 minutes per shift, provided the shift extends beyond three hours.

### **Non-ongoing employment**

108. A non-ongoing employee is defined in the definitions section.
109. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
- 109.1. personal/carer's leave accrual at clause 259; and
  - 109.2. redundancy provisions at clauses 507 to 538, subject to clause 110.
110. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clauses 507 to 538, will apply.
111. If the redundancy provisions apply to an employee under clause 110, the agency must adhere to the consultation requirements at Section 10: Consultation, representation and dispute resolution, clauses 447 to 469.

### **Working hours**

#### **Ordinary hours of duty**

112. For full-time employees covered by this Agreement the ordinary hours of duty are 37 hours 30 minutes per week, to be worked on the basis of 7 hours and 30 minutes per day, Monday to Friday unless, otherwise agreed as per clauses 193 to 220 on flexible working arrangements.

113. For part-time employees, ordinary hours are the regular hours agreed in their Part Time Work Agreement.

#### **Core hours**

114. All full-time employees must attend work during core hours unless they have prior approval from their supervisor to be absent on flex or other leave, or in accordance with a flexible working arrangement as per clauses 193 to 220. Core hours for full time employees are 9:30am to 12:00 noon and 2:00pm to 3:00pm Monday to Friday, unless otherwise agreed.
115. Where an employee is unexpectedly unable to work a concerted effort must be made by the employee or their nominee to contact the employee's supervisor before the commencement of core hours.

#### **Recording attendance**

116. APS 1-6 employees are required to record each day, their actual time of arrival, departure, and any breaks taken in the system determined by the Agency. Executive level employees may keep a record of their working hours using a method determined by the Agency if they wish to access TOIL arrangements.

#### **Meal break**

117. Employees must take a minimum meal break of at least 30 minutes after no more than five hours continuous work.

#### **Flex for APS 1-6 classifications**

118. The flexible working arrangements apply to employees employed in classifications at APS1-6 level (except those who work on a roster basis).
119. Under the flex time arrangements employees can either work their required or regular hours of duty in a flexible manner, or in respect to a settlement period, elect a working pattern (following consultation with their manager) that will enable the employee to nominate those days over the course of the settlement period that will be covered by flex leave. Approval of such arrangements is subject to operational requirements.
120. For the purposes of calculating flex time for full-time employees, flex is calculated for hours more than or less than the agreed working day of 7 hours 30 minutes as per clause 112.
121. For the purposes of calculating flex time for part time employees, flex is calculated for hours more than or less than the agreed hours of their Part Time Work Agreement as per clause 113.

#### **Responsibilities of employees and managers**

122. Employees and managers will take joint responsibility for ensuring that flex credit and debit maximums, as outlined in current Agency policy, are not exceeded. Employees shall take all reasonable steps to balance their flex credits and debits, and managers shall take reasonable steps to ensure that staff are not continuing to build excessive flex credits without the opportunity to access flex leave.

### **Flex time bandwidth**

123. The span of hours (flex time bandwidth) during which employees may work their ordinary hours of duty is usually 7.00am to 7.00pm, Monday to Friday. It is expected that these flex time bandwidth hours will meet most operational requirements.
124. After discussion and general agreement with employees, the Agency Head may vary the flex time bandwidth for the workplace, however, the maximum period over which the bandwidth may be set is 12 hours.

### **Maximum flex credit**

125. A flex credit is the accumulation of flex time in excess of the ordinary hours of duty (150 hours) over a settlement period.
126. Subject to clause 152, flex credits cannot be accumulated outside the flex time bandwidth hours. Where employees are required by managers to work outside the bandwidth, usually 7.00am to 7.00pm, overtime is payable.
127. A flex credit of 37.5 hours is the maximum an employee may carry over from one settlement period to the next, and this credit may be carried indefinitely.
128. Subject to operational requirements, there is no limit on the amount of flex leave that may be taken during a settlement period. Flex leave may be taken in conjunction with all forms of other leave except for Long Service Leave (LSL), in so far as it does not constitute a break in LSL, as outlined in clause 289.

### **Maximum flex debit**

129. A flex debit occurs when the time worked is less than ordinary hours of duty (150 hours) over a settlement period.
130. A flex debit of 10 hours is the maximum an employee may carry over from one settlement period to the next, and it may be carried indefinitely. Where an employee exceeds this maximum, they must take either leave without pay or annual leave to reduce their debit back to a maximum of 10 hours.
131. Flex debits up to the maximum of 10 hours may be carried between sections as employees move around the Agency. However, when an employee is ceasing employment with the Agency (to work with another employer either ongoing or non-ongoing) or the APS, they must either work off their debit, or the equivalent salary amount will be debited from the last pay they receive from the Agency.

### **Carry over and payment in lieu of flex credits**

132. Where a manager certifies that due to operational requirements an employee was unable to access flex leave prior to leaving their section and the employee moves between sections, they may carry their flex credits with them (up to the maximum of 37.5 hours) to the new section or where this is not possible, they will receive payment in lieu of their flex credit (up to a maximum of 37.5 hours) at single time rates.

### **Working extensive hours**

133. In exceptional circumstances employees may be required to work reasonable additional hours over a period of time to meet high priority operational requirements.

### **Travelling time**

134. Employees required to travel within Australia on business may include the travel time as working hours on their attendance record.

### **Reversion to ordinary hours**

135. Subject to the requirements of clauses 193 to 220 on flexible working arrangements, employees, may be reverted to ordinary hours where:
- 135.1. the supervisor reasonably considers the employee's attendance is unsatisfactory; and/or
  - 135.2. the supervisor reasonably considers that the employee is misusing flex time provisions.
136. Where an employee is absent from duty without approval, flex leave will cease to be available until the employee resumes work or is granted leave.
137. Where a full time employee has been reverted to ordinary hours under this clause, they will work the prescribed ordinary hours of duty, i.e. 7 hours and 30 minutes per day, from 8.30am to 12.30pm and 1.30pm to 5.00pm. Part-time employees will revert to the ordinary hours of their part-time work arrangement.
138. Where employees who have been reverted to ordinary hours is required to work additional hours, they will receive overtime payments for all duty performed outside their ordinary hours of duty.
139. Where an employee ceases employment with the Agency and has elected to accrue time off in lieu at overtime rates, in lieu of overtime payments, they will receive payment for their credits, subject to their manager certifying that they were unable to access their time in lieu credits prior to ceasing.

### **Executive Level Time Off in Lieu (EL TOIL)**

140. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
141. EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the agency.
142. A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.
143. The working arrangements for an EL employee should be agreed through discussion between the manager and the EL employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.

144. An EL employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL employee and their manager.
145. The pattern of hours is to be flexible enough to accommodate short-term peaks and troughs in workload, and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
146. Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

## **Overtime and restriction**

### **Overtime duty**

147. Employees in classifications at the APS 1-6 levels who are required or requested by their manager to work outside the bandwidth, or on weekends or public holidays will be paid at overtime rates (subject to clauses 154 to 157). Overtime on a normal working day is only allowed outside the bandwidth, or where an employee is required or requested by their manager to continue work after they have completed 9 hours of work on that same day (excluding lunch and other breaks).
148. Where a part-time employee is directed by their manager to work extra duty outside their standard working hours the provisions of clauses 154 and 155 will apply.
149. Where an employee who has a flex debit is requested to work overtime, they must eliminate their flex debit (at the overtime rate) before overtime is payable.

### **Overtime related dependant costs**

150. Where an employee is requested and agrees to work overtime and extra care dependant costs are incurred, the provision of clauses 369 to 370 of this Agreement may apply. The estimated cost of the additional care must be declared to the manager beforehand.

### **Rest break**

151. Employees are required to have a rest break of at least 10 hours including reasonable travelling time, between ceasing duty on any day (or shift) and commencing work on the next day (or shift). Where such a break is not possible, the staff involved will be paid double ordinary time rates until they have such a break.

### **Option to take time off in lieu**

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

### **Overtime - rate of payment**

153. Overtime is calculated on the basis of ordinary base salary. Penalty rates, and commuted penalties are not included in the calculation of overtime. Overtime rates are payment for full hours or part thereof rounded to the nearest 15 minutes.

154. Overtime duty is payable at the following rates in accordance with the provisions outlined below:

<b>OVERTIME PERIOD RATE</b>	<b>RATE</b>
<b>Monday to Friday</b> (outside bandwidth hours)	150% of salary for the first 3 hours, and 200% for each hour worked thereafter
<b>Saturday</b>	150% of salary for the first 3 hours, and 200% for each hour worked thereafter
<b>Sunday</b>	200% of salary for each hour worked
<b>Public Holidays</b> (within ordinary hours)	150% of salary for each hour worked (as employees are already receiving payment for the public holiday at single time rates)
<b>Public Holidays</b> (outside ordinary hours)	250% of salary for each hour worked

#### **Payment for weekends and public holidays**

155. Where an employee is requested and agrees to work overtime on a weekend or public holiday, they will be paid for a minimum period of 2 hours at the appropriate overtime rate.

#### **Emergency duty**

156. Where an employee is called on duty by the Agency Head to respond to an emergency at a time when they would not normally have been on duty, and they were given no notice of such a call prior to ceasing ordinary duty, they will be paid for the emergency duty at the rate of double time. The period for which this emergency payment will be made will include time necessarily spent travelling to and from duty. The minimum emergency payment under this clause will be 2 hours at double time. This clause only applies to employees in the APS 1-6 levels.

#### **Overtime for executive level employees**

157. Other than in exceptional circumstances approved by the Agency Head, executive level employees (and equivalents) are not eligible to receive overtime payments.

#### **Meal allowance**

158. A meal allowance as set out in Attachment B – Allowances is payable where an employee works more than two hours overtime duty on a weekday/normal rostered work day or more than five hours overtime duty on a weekend or public holiday. Further meal allowances will be payable for each additional period of overtime which exceeds five hours and where a meal break is taken.

159. A meal allowance is not payable if the employee is provided with substantial food by the agency or in connection with their work for the agency.

#### **Restriction allowance**

160. An employee may be required to be contactable and available to perform extra duty outside the hours of 8.30am to 5.00pm for employees using flex time and outside of rostered hours for rostered employees. To be eligible for restriction allowance employees are required to be

immediately contactable, have some restrictions placed on their mobility such as distance from work and be ready and available for work.

161. An employee will be paid restriction allowance for each hour they are required to be on restriction duty at the following rate:

ALLOWANCE	FLAT RATE
Restriction	8.5% of salary

162. Salary for the purpose of calculation of the allowance will include temporary re-assignment loading and any other allowances in the nature of salary.
163. An employee who is required to perform duty while on restriction allowance will be paid overtime. Payment of overtime for any one day will be:
- 163.1. if the employee is not required to be recalled to the place of work, payment in accordance with overtime provisions, the minimum payment being for one hour; or
  - 163.2. if the employee is recalled to the place of work, payment in accordance with overtime provisions, the minimum payment being for three hours.
164. The Agency Head may determine an alternative restriction rate, which may include the payment of overtime during a restriction period, having regard to the circumstances of the restriction situation.
165. Where more than one attendance or call is involved, the minimum payment provisions will not operate to increase an employee's overtime payment beyond that to which the employee would have been entitled had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a subsequent attendance.

## **Rostered employees**

### **Application**

166. Employees may be engaged in, promoted to, or assigned duties of jobs that are subject to a roster under the provisions of this part named "Rostered employees".
167. The provisions in this part named "Rostered employees" (clauses 166 to 192) apply only to rostered employees and to casual employees (clauses 95 to 107) rostered to perform ordinary duty including on Saturdays, Sundays and Public Holidays.
168. When there is a conflict between the conditions in the provisions of this part, named "Rostered employees" (clauses 166 to 192), and the terms in the remaining parts of the agreement, the conditions specified in named "Rostered employees" (clauses 166 to 192) will apply.

### **Rostered hours**

169. For the purpose of this agreement a rostered employee is an employee who works to a specified roster. A roster specifies a regular agreed fixed pattern of work with fixed daily hours.

170. The roster will specify the employees who are to work the roster and the commencing and finishing times.
171. Hours of duty for rostered employees are those agreed in individual work arrangements.
172. Staff employed on a roster basis are not covered by the Flexible Working Arrangements Scheme (clauses 193 to 220).
173. Rostered employees whose rostered hours average less than 150 hours over a settlement period, are part time employees.
174. Rostered employees who work part-time, will receive equivalent pay and conditions to full-time employees, on a pro rata basis.
175. Changes to rostered hours of duty can be by mutual consent at any time or by amendment of the roster with 10 working days notice given by the manager to affected employees. In the absence of 10 working days notice, employees will be paid overtime for work outside the previously rostered hours of duty. Payment on this basis will be continued for each changed shift until employees have received 10 working days notice of shift change.
176. Employees working on a roster basis may exchange shifts or rostered days off by mutual agreement, with the consent of the manager, and provided that the arrangement does not give any employee an entitlement to overtime payment. Any exchanges will only be on a like for like basis and should be recorded appropriately in Timekeeper (i.e. Monday-Friday for Monday-Friday, Saturday for Saturday, Sunday for Sunday, Public Holiday for Public Holiday).

### **Overtime**

177. Where employees employed on a roster basis are required to work additional hours, they will receive overtime payments (as at clause 179) for all duty performed outside their rostered hours. An employee may elect to accrue TOIL at overtime rates in lieu of overtime payments subject to operational requirements and approval of the Agency Head. Where an employee ceases employment with the Agency and their manager certifies that they were unable to access their time in lieu credits prior to ceasing, they will receive payment for their credits. A TOIL credit of 37.5 hours is the maximum an employee may carry over from one settlement period to the next, and this credit may be carried indefinitely.
178. Any period of overtime performed on a rostered day will be continuous with normal rostered hours, subject to clauses 189 and 192.



179. Overtime duty is payable at the following rates in accordance with the provisions outlined below:

<b>OVERTIME PERIOD RATE</b>	<b>RATE</b>
<b>Monday to Friday</b> (outside rostered hours)	150% for each hour, (or part thereof rounded to the nearest 15 minutes) worked for the first 3 hours, and 200% for each hour worked thereafter
<b>Saturday</b> (outside rostered hours)	150% for each hour worked for the first 3 hours, and 200% for each hour worked thereafter
<b>Sunday</b> (outside rostered hours)	200% for each hour worked
<b>Public Holidays and Easter Saturday</b> (outside rostered hours)	250% for each hour worked

#### **Payment for attendance on a rostered day off**

180. Where a rostered employee is requested and agrees to work overtime on a rostered day off, they will be paid for a minimum period of 2 hours at the appropriate overtime rate.
181. Due to the nature of operations and operating requirements i.e. open to the public every day except Christmas Day rostered staff are expected to work on public holidays.
182. If a rostered staff member is rostered on and they request a public holiday off and it is approved by their manager, they will receive payment at ordinary time rates with no deduction of leave.

#### **Commutated penalty payments**

183. Employees who work on a roster basis are eligible for commuted penalty payments.
184. Rostered employees will, instead of being paid shift penalties for ordinary work performed on weekends as set out in the table below, receive a commuted penalty which is an additional amount equivalent to 21.5% of the full time equivalent salary. This payment will be paid on all hours worked by rostered employees. Penalty rates for Public Holidays will be paid as set out in the following table. This amount will be paid on a fortnightly basis and will count as salary for superannuation and paid leave purposes.

<b>Rostered time of ordinary duty</b>	<b>Penalty rate</b>
Ordinary duty performed on Saturday*	50%
Ordinary duty performed on Sunday*	100%
Ordinary duty performed on a public holiday and Easter Saturday (rostered on)	150%
Public Holiday and Easter Saturday (rostered on during Planned Leave)	Penalties not paid. The day will not be deducted from Planned Leave.

\*Employees in receipt of commuted penalty payments for ordinary hours on weekends are not eligible for penalty rates for Saturdays and Sundays.

185. Penalty payments will not be taken into account in the computation of overtime or in the calculation of any allowance based on salary.

### **Saturday and Sunday rates**

186. The percentage rate has been based on rosters where employees work an average of 26 Saturdays (at 50% penalty) and 26 Sundays (at 100% penalty) per year as per the table at clause 179. If rosters are varied (from the average 26 Saturdays and 26 Sundays pattern) during the lifetime of this agreement, a replacement percentage rate will be calculated using the same method of calculation.
187. Where employees, other than those working an average of 26 Saturdays and 26 Sundays, commence a rostered working arrangement, which includes some weekend work, the agency will calculate a percentage rate to be paid to those employees in lieu of the penalty rates. This percentage rate will be calculated based on the average number of Saturdays and/or Sundays worked.
188. The commuted penalty payment will be made during periods of personal leave, annual leave and other paid leave.

### **Additional annual leave for rostered employees**

189. Employees who undertake rostered duties on Sundays and/or Public Holidays will accrue additional hours of annual leave at the rate of one-tenth of their average rostered weekly working hours in respect of each such occasion. Additional annual leave will accrue for the first ten occasions in a calendar year only and will be credited on 1 January of the following year.

### **Christmas Closedown**

190. With the exception of casual employees in receipt of a loading in lieu of leave rostered employees who are required to work during the Closedown period between Christmas and New Year (clause 227 of this Agreement), will be entitled to one day TOIL for each closedown day (not including public holidays) they work. TOIL accrued under this provision must be utilised prior to 31 March of the next calendar year and can only be taken on a weekday (Monday - Friday).

### **Breaks**

191. An unpaid break of at least 30 minutes will be taken as rostered or otherwise directed after no more than five hours continuous work.
192. A meal allowance as set out in Attachment B - Allowances is payable where an employee works more than two hours overtime duty on a normal rostered work day or more than five hours overtime duty on a non-rostered day. A further meal allowances will be payable for each additional period of overtime which exceeds five hours and where a meal break is taken.

### **Flexible working arrangements**

193. The agency, employees and their union recognise:
- 193.1. 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;

- 193.2. access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
  - 193.3. 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;
  - 193.4. that flexibility applies to all roles in the agency, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
  - 193.5. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
194. The agency is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the agency at all levels. This may include developing and implementing strategies through the Old Parliament House Workplace Consultative Committee.
195. 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**

196. The following provisions do not diminish an employee’s entitlement under the NES.
197. An employee may make a request for a formal flexible working arrangement.
198. The request must:
- 198.1. be in writing;
  - 198.2. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
  - 198.3. set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
199. The Agency Head must provide a written response to a request within 21 days of receiving the request.
200. The response must:
- 200.1. state that the Agency Head approves the request and provide the relevant detail in clause 201; or
  - 200.2. if following discussion between the agency and the employee, the agency and the employee agree to a change to the employee’s working arrangements that differs from that set out in the request – set out the agreed change; or
  - 200.3. state that the Agency Head refuses the request and include the following matters:
    - 200.3.1. details of the reasons for the refusal; and
    - 200.3.2. set out the agency’s particular business grounds for refusing the request, explain how those grounds apply to the request; and

200.3.3. either:

200.3.3.1. set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make; or

200.3.3.2. state that there are no such changes; and

200.3.4. state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in section 65B and 65C of the FW Act.

201. Where the Agency Head approves the request, this will form an arrangement between the agency and the employee. Each arrangement must be in writing and set out:

201.1. any security and work health and safety requirements;

201.2. a review date subject to clause 205; and

201.3. the cost of establishment (if any).

202. The Agency Head may refuse to approve the request only if:

202.1. the agency has discussed the request with the employee; and

202.2. the agency 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

202.3. the agency and the employee have not reached such an agreement; and

202.4. the agency has had regard to the consequences of the refusal for the employee; and

202.5. the refusal is on reasonable business grounds.

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

203.1. the new working arrangements requested would be too costly for the agency;

203.2. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;

203.3. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;

203.4. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;

203.5. the new working arrangements requested would be likely to have a significant negative impact on customer service; and

- 203.6. 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.
204. For First Nations employees, the agency must consider connection to country and cultural obligations in responding to requests for altering the location of work.
205. Approved flexible working arrangements will be reviewed by the agency 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**

206. An employee may request to vary an approved flexible working arrangement in accordance with clause 198. An employee may request to pause or terminate an approved flexible working arrangement.
207. The Agency Head may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 209.
208. The agency 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.
209. Prior to the Agency Head varying, pausing or terminating the arrangement under clause 207, the agency must have:
- 209.1. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
  - 209.2. 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);
  - 209.3. had regard to the consequences of the variation, pause or termination for the employee;
  - 209.4. ensured the variation, pause or termination is on reasonable business grounds; and
  - 209.5. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 200.3.

#### **Working from home**

210. The agency 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.
211. The agency may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
212. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.

- 213. The agency will provide employees with guidance on working from home safely.
- 214. Employees will not be required by the agency 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 agency will consider the circumstances of the employees and options to achieve work outcomes safely.

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

- 215. 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.
- 216. Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 217. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 196 to 205.
- 218. The agency 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.
- 219. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the agency should consider whether it is appropriate to seek to formalise the arrangement with the employee.

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

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

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

- 221. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
- 222. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
- 223. The part-time work agreement must ensure that any single period of attendance is not less than three hours.
- 224. Unless otherwise provided for in this agreement or legislation, remuneration and other conditions are calculated on a pro-rata basis, for part-time employees with the exception of long service leave and expense related allowances. Long service leave is calculated in accordance with the LSL Act and expenses related allowances are paid at the same rate as for a full-time employee.

## **Job Sharing**

225. The Agency encourages and will facilitate the use of job sharing arrangements where feasible and with the agreement of the employees. Part-time work can be used for job sharing arrangements where both employees are at the same classification level.
226. Where the use of job sharing arrangements would result in greater operational efficiency, the Agency Head may, after consultation, require two part-time employees at the same classification level with similar duties and compatible patterns of work, to enter into a job sharing arrangement, taking into account the need for the duties to be performed on a continuing basis. At least 28 days notice must be given to the employees.

## **Christmas closedown**

227. The agency will close its normal administrative operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day.
228. Non-rostered employees will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work. Where an employee is absent on leave, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave, (e.g. if on long service leave half pay, payment is on half pay).
229. There will be no deduction from annual or personal/carer's leave credits for the closedown days. This clause does not apply to rostered staff.
230. Employees who are required to work on any of these days for operational reasons will be entitled to paid time off in lieu for the equivalent number of normal working days as referred to in clause 190 of this agreement.

## **Public holidays**

231. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act.
  - 231.1. 1 January (New Year's Day);
  - 231.2. 26 January (Australia Day);
  - 231.3. Good Friday and the following Monday;
  - 231.4. 25 April (Anzac Day);
  - 231.5. 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);
  - 231.6. 25 December (Christmas Day);
  - 231.7. 26 December (Boxing Day); and

- 231.8. 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.
232. 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.
233. The Agency Head 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.
234. The Agency Head 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.
235. 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.
236. 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).
237. Payment of higher duties allowance for a public holiday is only payable where the employee is in receipt of that allowance on both sides of the public holiday.
238. Where an employee is on leave without pay on either side of a public holiday no payment will be made for the public holiday.
239. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 231.1 to 231.8.
240. 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.
241. 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 Agency Head 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**

### **Leave provisions**

- 242. OPH's leave entitlements will be fair, based on mutual trust, and provide all employees with adequate rest and support during times of need.
- 243. Wherever possible prior approval for leave will be obtained, and the type of leave disclosed. Where an employee is absent from duty without approval, all pay and allowances provided under this agreement, e.g. flex time, cease to be available until they resume duty or are granted leave. Such absences do not count as service for any purpose.

### **Annual leave**

- 244. Employees (other than casuals) are entitled to 4 weeks (20 days) paid annual leave per year of service, and unused annual leave will accumulate. Annual leave will accrue and be credited daily. Annual leave will not accrue during periods that are taken as not to count as service. Part-time and fixed daily hours rostered employees will accrue a pro-rata credit based on the number of hours worked.

### **Access to annual leave**

- 245. Employees may access their annual leave credits as they accrue. Granting of annual leave will be subject to operational requirements but leave will not be unreasonably refused. Employees may request written reasons for the refusal and if requested this will be provided by the delegate.
- 246. Consistent with the purpose of annual leave, employees will be encouraged to utilise their annual leave entitlement.
- 247. Employees who have two or more years annual leave credit (equivalent of eight or more weeks leave or pro rata for part time employees) may be required to take annual leave where such a requirement is reasonable. The employee may be required to take no more than one quarter of the amount of leave at credit at the time the direction is given.
- 248. In special circumstances only (for example where extended leave is to be taken), an employee and manager may agree to defer the quarter amount of leave to the following year. Such an arrangement will not be carried forward to a subsequent year.
- 249. The Agency Head may grant an employee annual leave at either full or half pay, where sufficient credit is available. When annual leave is granted on half pay, annual leave credits will be deducted at half the full pay rate.

### **Recording and deducting annual leave**

- 250. All annual leave credits will be recorded and deducted in hours and minutes.

### **Cancelling of annual leave or recall to duty**

251. Where an employee's annual leave is cancelled without reasonable notice, or an employee is recalled to duty from leave, the employee will be entitled to have their annual leave re-credited to the extent of the period that they were recalled and be reimbursed reasonable travel costs and incidental expenses as approved by the delegate not otherwise recoverable under any insurance or from any other source.

### **Payment of annual leave credits on exit from APS**

252. In the event of separation from the APS, an employee will be paid out for any remaining credited annual leave entitlement, unless they are joining an agency staffed under the *Parliamentary Service Act 1999* or the *Australian Capital Territory Government Service (Consequential Provisions) Act 1994* in which case the leave entitlements will be transferred to the employee's new employer.
253. Payment in lieu will be calculated using the employee's final rate of salary and allowances considered as salary for all purposes as at the date of exit. Higher duties allowance is included as salary for all purposes for payment in lieu of annual leave where it is certified that the higher duties would have continued beyond the date of exit.

### **Cash out of leave**

254. Employees may cash out a portion of their annual leave, where they request so in writing, in accordance with the FW Act. Each cashing out of a particular amount of annual leave must be by a separate agreement in writing between the Agency and the employee. Paid leave must not be cashed out if it would result in the employee's remaining accrued entitlement to paid annual leave being less than four weeks. The employee must have taken at least 15 days leave within the 12 months and can only access the cash out provision once in each 12 month period. The employee will be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

### **Purchased leave**

255. Employees can purchase up to 150 hours additional leave per year paid for by fortnightly salary deductions. Granting purchased leave is subject to operational requirements and approval from the Agency Head.

#### **Eligibility for Purchased Leave**

256. All employees (excluding casual employees, non-ongoing employees employed for less than 12 months) are eligible to apply for purchased leave. There is no quota on the number of employees who can access Purchased Leave. Further information is available in the Purchased Leave Guidelines.

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

257. Full time employees will accrue 18 days personal leave per year of service. Part-time and rostered employees will accrue leave on a pro-rata basis. Employees will be able to access the leave as it accrues. Unused personal leave accumulates from year to year. Personal leave will accrue daily.
258. For an ongoing employee who commences with the agency and is new to the APS, 18 days personal/carer's leave will be credited upon the employee's commencement. After 12 months, the employee's leave will accrue and be credited daily.
259. For a non-ongoing employee, the personal/carer's leave will be credited upon the employee's commencement with the agency. 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 and be credited daily.
260. 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.
261. All personal leave credits will be recorded and deducted in hours and minutes, and will accrue on a full-pay basis.
262. Personal leave may be used for any period, including periods of one day or less.
263. Personal leave may not be used for annual leave purposes. Eligible employees may choose to use flex time instead of personal leave to address personal needs which cannot be dealt with outside ordinary hours. Employees may elect to take personal leave at half pay. This will result in the period of leave for which the employee is absent being double the amount of leave deducted from the employee's credits.
264. No personal leave credit will accrue during any periods of leave without pay not to count as service or to an employee after the date of the employee's termination of employment or resignation.
265. Personal leave cannot be converted to salary and cashed out upon termination of employment.

### **Usage**

266. Personal/carer's leave can be used:
  - 266.1. due to personal illness or injury;
  - 266.2. to attend appointments with a registered health practitioner;
  - 266.3. to manage a chronic condition; and/or
  - 266.4. to provide care or support for a family member (including a household member) or a person they have caring responsibilities for; because:
    - 266.4.1. of a personal illness or injury affecting the person; or
    - 266.4.2. of an unexpected emergency affecting the other person.

- 266.5. When the employee is unable to organise alternative care for their child or their usual childcare arrangements are unexpectedly disrupted.
  - 266.6. For addressing personal needs which cannot be dealt with outside ordinary hours.
  - 266.7. Providing care or support to extended family members or close friends who are ill or require assistance.
267. In exceptional situations, and at the Agency Head's sole discretion, the Agency Head may grant an employee who has used all of their personal/carer's leave credits additional personal/carer's leave. The employee must provide supporting evidence.

## **Unpaid carer's leave**

268. Where an employee has exhausted their entitlements to paid personal leave, the employee may take two days unpaid carer's leave in accordance with Subdivision B of Division 7 of Chapter 2 of the FW Act. Employees can access this entitlement when immediate family, or household, requires care or support because of personal illness or injury or an unexpected emergency.

### **Production of Supporting Evidence**

269. Employees may be granted personal leave with pay (subject to available credits) without production of supporting evidence of up to 10 days in total in a 12 month period. Evidence may be requested after more than three consecutive days or more than 10 total days.
270. Acceptable evidence includes:
- 270.1. a certificate from a registered health practitioner;
  - 270.2. a statutory declaration; or
  - 270.3. another form of evidence approved by the Agency Head.
271. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.

### **Medically Unfit for Duty**

272. Personal leave will not be debited where an employee is medically unfit for duty or has caring responsibilities on a public holiday which the employee would have otherwise observed.
273. Should an employee be medically unfit or has caring responsibilities while on annual leave or Long Service Leave the employee may apply for personal leave. Subject to the provision of a medical certificate or other supporting evidence as per clauses 270 to 271, annual leave will be re-credited to the extent of personal leave granted and Long Service Leave will be adjusted in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

### **Advancement of Future Personal Leave**

274. The Agency Head may, in exceptional circumstances, advance an employee's future personal leave accrual where their current personal leave credit has been exhausted.

### **Access While on Paid Parental Leave**

275. An employee will not be entitled to paid personal leave while also entitled to paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973*.

### **Termination on Invalidity Grounds**

276. An employee will not, without their consent, have their employment terminated on invalidity grounds before their full pay personal leave credit has been exhausted unless provided by legislation (excluding staff with a current recognised compensable injury) subject to the provisions of clause 265 of this Agreement.

### **Portability of leave**

277. Where an employee moves into the agency 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.

278. Where an employee is engaged in the agency 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.

279. Where an employee is engaged as an ongoing employee in the agency, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.

280. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.

281. Where an employee is engaged as an ongoing employee in the agency, 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 278), the Agency Head will recognise any unused accrued personal/carer's leave at the employee's request. The Agency Head will advise the employee of their ability to make this request.

282. Where an employee is engaged as an ongoing employee in the agency, and immediately prior to the engagement the person was employed by a State or Territory Government, the Agency Head may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.

283. For the purposes of clauses 277 to 282, an employee with a break in service of less than 2 months is considered to have continuity of service.

#### **Unauthorised absence**

284. Where an employee is absent from duty without approval, the employee's pay and other benefits provided under this agreement will cease to be available until the employee resumes duty or is granted leave.

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

285. When an employee is on:

- 285.1. annual leave;
- 285.2. purchased leave;
- 285.3. defence reservist leave;
- 285.4. First Nations ceremonial leave;
- 285.5. NAIDOC leave;
- 285.6. cultural leave; or
- 285.7. long service leave; and

becomes eligible for, under legislation or this agreement:

- 285.8. personal/carer's leave;
- 285.9. compassionate or bereavement leave;
- 285.10. jury duty;
- 285.11. emergency services leave;
- 285.12. leave to attend to family and domestic violence circumstances; or
- 285.13. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

286. 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.

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

#### **Long service leave**

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

289. 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 at clauses 285 to 287 of this agreement.

## **Miscellaneous leave**

- 290. Miscellaneous leave may be granted by the Agency Head, having regard to the operational requirements and depending on the purpose of the leave. Further information is available in the Miscellaneous Leave Guidelines.
- 291. Approved miscellaneous leave with pay counts as service for all purposes. Approved miscellaneous leave without pay, unless otherwise authorised in writing at the time of approval, will not count as service for any purpose.
- 292. Miscellaneous leave will be granted to casual employees to provide for paid family and domestic violence leave and otherwise by Government directive. See clauses 376 to 392 on family and domestic violence support.

## **Personal matters leave**

- 293. Employees may access up to one day every 12 months (from the date of the first personal matters day taken), on a non-cumulative basis, which is to be granted to an employee, on application, without the need to specify the reason for the absence.

## **Cultural, ceremonial and NAIDOC leave**

### **NAIDOC leave**

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

### **First Nations ceremonial leave**

- 296. First Nations employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
- 297. The Agency Head may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- 298. First Nations ceremonial Leave can be taken as part days.
- 299. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

### **Cultural leave**

- 300. The Agency Head may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employee's particular faith or culture.

301. The Agency Head may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
302. Cultural leave can be taken as part days.
303. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clauses 296 to 299.

## **Parental leave**

304. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
305. An employee who is a **primary caregiver** or **secondary caregiver** is entitled to parental leave up until 24 months from the date of the child's birth or placement (**parental leave period**). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.
306. 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.
307. 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**

308. An employee is entitled to parental leave with pay as per clauses 310 to 311 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.
309. Employees newly engaged in the agency or who have moved to the agency from another APS agency are eligible for the paid parental leave in clauses 310 to 311 where such paid leave had not already been provided by another APS agency or Commonwealth employer in the 24 months since the child's date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 310 to 311, the balance is available to the employee.



310. 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 2 [Primary caregivers – circumstances for paid parental leave]** below.

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

<b>Paid leave entitlement under the ML Act</b>	<b>Additional parental leave with pay under this agreement for the primary caregiver</b>
12 weeks' 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

311. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in **Table 3 [Secondary caregivers – circumstances for paid parental leave]** below.

**Table 3: Secondary caregivers - circumstances for paid parental leave**

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

312. **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.

313. **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.

314. **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**

315. 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:
- 315.1. is under 16 as at the day (or expected day) of placement;
  - 315.2. 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
  - 315.3. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
316. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

### **Stillbirth**

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

### **Pregnancy loss leave**

319. A pregnant employee who experiences, or an employee whose spouse or 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.
320. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

### **Premature birth leave**

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

### **Transitional provisions**

322. 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 321 until after the legislated paid maternity leave is used.

## **Compassionate leave**

323. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- 323.1. a member of their family (including a member of their household) or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
  - 323.2. the employee or their partner has a miscarriage.
324. An employee may be asked to provide evidence to support their absences on compassionate leave.
325. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
326. For casual employees, compassionate leave is unpaid.

## **Bereavement leave**

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

## **Emergency response leave**

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

additional emergency response leave with pay. For the purposes of this clause, full rate of pay is to be as if the employee was at work.

- 333. Paid leave may be refused where the employee's role is essential to the agency's response to the emergency.
- 334. 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.
- 335. The Agency Head may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 336. Emergency response leave, with or without pay, will count as service.

### **Community Service leave**

- 337. The Agency Head may approve leave for employees to undertake volunteering with charitable organisations.
- 338. The Agency Head may determine whether any or all of leave taken under clause 337 will be with pay.

### **Jury duty**

- 339. 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.
- 340. Full and part-time employees will be released from duty on full pay. Payment for casuals will be as per the relevant state legislation.
- 341. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 342. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- 343. 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 agency or the period of absence. This will be administered in accordance with the overpayments clauses 54 to 61.

### **Defence reservist leave**

- 344. The Agency Head will give an employee leave with or without pay to undertake:
  - 344.1. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
  - 344.2. Australian Defence Force Cadet obligations.

345. An employee who is a Defence Reservist can take leave with pay for:
- 345.1. up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
  - 345.2. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part time employees).
346. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
347. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
- 347.1. Australian Navy Cadets;
  - 347.2. Australian Army Cadets; and
  - 347.3. Australian Air Force Cadets.
348. In addition to the entitlement at clause 345, 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.
349. Paid defence reservist leave counts for service.
350. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
351. Unpaid leave taken over 6 months counts as service, except for annual leave.
352. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

### **Defence service sick leave**

353. 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:
- 353.1. war-like service; or
  - 353.2. non-war like service.
354. An eligible employee can get 2 types of credits:
- 354.1. an initial credit of 9 weeks (45 days) defence service sick leave (pro-rata for part time employees) will apply as at the following dates, whichever is later:
    - 354.1.1. they start employment with the APS; or
    - 354.1.2. DVA certifies the condition; and
  - 354.2. an annual credit of 3 weeks (15 days) defence service sick leave (pro-rata for part time employees).

- 355. 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.
- 356. Unused annual credits can be built up to 9 weeks.
- 357. An employee cannot use annual credits until the initial credit is exhausted.
- 358. Defence service sick leave is paid and counts as service for all purposes.

### **Leave to attend proceedings**

- 359. 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.
- 360. An employee who is not covered under clause 359, 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 agency.
- 361. An employee may otherwise be granted paid or unpaid miscellaneous leave by the Agency Head 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.
- 362. The Agency Head may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

## **Section 7: Employee support and workplace culture**

### **Blood donation**

- 363. 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.
- 364. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

### **Vaccinations**

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

### **Eyesight testing/spectacle reimbursement**

- 367. The agency will meet the full cost of one set of prescribed spectacles or contact lenses, where they are certified as necessary to undertake specialised work tasks (e.g. microscopy) which require particular visual acuity not normally required for general tasks, such as screen based equipment.
- 368. The agency will meet the full cost of prescription safety glasses where:
  - 368.1. safety glasses are required to perform agency work tasks: and
  - 368.2. the attending/dispensing optometrist's invoice or letter certifies that the lenses and frames comply with AS 1337.

### **Extra care dependant costs**

- 369. In recognition of dependant care responsibilities, the Agency Head may authorise reimbursement of reasonable expenses arising from additional dependent care arrangements which are necessary because:
  - 369.1. the employee is required to travel away from their normal work location for business purposes; or
  - 369.2. the employee is directed to work additional hours, or to attend a conference or training course outside the employee's regular hours of work; or
  - 369.3. other special circumstances exist which the Agency Head considers justifies the payment of reasonable expenses arising from additional dependent care responsibilities.

370. Reimbursement of such expenses is subject to the employee obtaining prior approval to the arrangement from the Agency Head.

### **Loss, damage & indemnity**

371. Where a manager determines that loss or damage to an employee's clothing or personal effects is attributable to the employee's work, the manager may approve reimbursement of the reasonable cost of repair or, if irreparable, the reasonable cost of replacement.

### **Employee Assistance Program**

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

### **Respect at work**

#### **Principles**

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

374. The agency 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**

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

### **Family and domestic violence support**

376. The agency will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.

377. The agency recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.

378. Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.



379. An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- 379.1. illness or injury affecting the employee resulting from family and domestic violence;
  - 379.2. 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;
  - 379.3. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
  - 379.4. making arrangements for the employee's safety, or the safety of a close relative;
  - 379.5. accessing alternative accommodation;
  - 379.6. accessing police services;
  - 379.7. attending court hearings;
  - 379.8. attending counselling; and
  - 379.9. attending appointments with medical, financial or legal professionals.
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. 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.
382. These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.
383. 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.
384. 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.
385. Evidence may be requested to support the agency 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 agency will require, unless the employee chooses to provide another form of evidence.
386. 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.
387. The agency will take all reasonable measures to treat information relating to family and domestic violence confidentially. The agency will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence,

subject to steps the agency may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.

388. Where the agency needs to disclose confidential information for purposes identified in clause 387 where it is possible the agency will seek the employee's consent and take practical steps to minimize any associated safety risks for the employee and/or privacy breaches.
389. The agency 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.
390. 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 were reasonably practicable.
391. The agency 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.
392. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

### **Integrity in the APS**

393. The agency 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 agency decisions.
394. 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.
395. Employees can, during their ordinary work hours, take time to:
  - 395.1. access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the agency; and
  - 395.2. attend agency mandated training about integrity.

### **First Nations cultural competency training**

396. The Agency Head will take reasonable steps to ensure all substantive, ongoing EL2 employees employed at the commencement of this agreement or any new substantive, ongoing EL2 employees who commence within the first 6 months of this agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.

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

### **Lactation and breastfeeding support**

398. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
399. The agency will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 400. In considering whether a space is appropriate, an agency should consider whether:
- 399.1. there is access to refrigeration;
  - 399.2. the space is lockable; and
  - 399.3. there are facilities needed for expressing such as appropriate seating.
400. Where it is not practicable for an agency site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
401. The agency will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
402. 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.
403. Further information is available in policy.

### **Disaster support**

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

## Section 8: Performance and development

### Performance management

407. All employees covered by this agreement are required to participate in the Performance and Development Scheme (PDS) and meet their obligations as detailed in the Scheme's Guidelines. The only exception is non-ongoing staff who have been contracted for less than three months and casual employees.
408. Features of the PDS:
- 408.1. The primary obligation of all employees under the PDS is to have a new annual Performance Agreement with their manager in place by 31 July each year or within one month of commencing in a different position.
  - 408.2. The PDS aims to provide each employee with regular opportunities to discuss with their supervisor performance expectations and the extent to which expectations have been met.
  - 408.3. Implementation of Personal Development Plans which allow a structured approach to determining the training and development required to ensure organisational performance requirements.
  - 408.4. The Agency develops and implements a corporate training plan on the basis of Strategic Plans, corporate priorities and Personal Development Plans based on the current and future requirements of their job. All employees have a responsibility for identifying with their manager, development requirements for their current job.

### Managing unsatisfactory performance

409. Where individual cases of unsatisfactory performance are identified the emphasis of any management intervention will be to assist and guide the employee to improve their performance to a satisfactory level that will enable their skills, knowledge and experience to be retained, and their renewed and continuing effective and positive contribution to objectives and outcomes.
410. These unsatisfactory performance provisions do not apply:
- 410.1. during a period of probationary employment;
  - 410.2. in cases of suspected breaches of the APS Code of Conduct;
  - 410.3. where there is a health related reason for the underperformance; or
  - 410.4. where an essential qualification has been lost.
411. The PDS requires a 'meets expectations' level of performance for salary advancement purposes. Where an employee has been identified as underperforming any salary advancement opportunity will be suspended until the underperformance issue is satisfactorily resolved by attaining the level of 'meets expectations'.

412. Managers who identify underperformance issues will undertake immediate and reasonable informal measures to address the issues with the employee before proceeding to formal underperformance management procedures.
413. An employee may be accompanied by a person of their choice during any part of the informal and formal proceedings, to support and assist them.
414. The manager will discuss the underperformance issues with the employee and clearly explain where performance is not satisfactory. The manager and employee must promptly and jointly develop and implement strategies to address the underperformance. These strategies should be given a reasonable period (four to eight weeks) to take effect before any formal underperformance procedures are implemented.
415. Where despite such efforts outlined above performance continues to fall below the standard expected a formal performance assessment process will commence. This will be managed under the Agency's Performance and Development Scheme and includes the requirement to formally notify the employee in writing of the following:
  - 415.1. how the employee's performance is not meeting the standard expected;
  - 415.2. that performance needs to improve;
  - 415.3. how the employee's performance will be assessed;
  - 415.4. the period of time over which performance will be assessed; and
  - 415.5. the possible consequences if the employee has not attained and sustained the required standard by the end of the assessment period.
416. An employee has the right to respond to a notice issued in accordance with clause 415 and be represented or have a support person present during performance discussions between the employee and their supervisor.
417. The formal assessment period will usually be no less than 8 weeks unless a shorter period would be of benefit to the employee. Where the employee's performance remains unsatisfactory following a formal assessment period, the Agency Head may determine that the employee be reduced in classification, reassigned to other duties or have their employment terminated.

## **Workloads**

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

## **Study assistance**

### **Eligibility**

421. Ongoing employees, and non-ongoing employees engaged for a specified term or specified tasks contracted for periods of 12 months or longer, are eligible to apply for study leave (with or without pay) and financial assistance under the Study Support Scheme Policy.

### **Financial Assistance**

422. The Agency Head may approve the costs of a training course of study in a tertiary institution where the course is approved as part of the employee's job related key responsibilities in their Performance Agreement, where it meets the requirements of the business and use of the training program is cost effective. The Agency Head may approve time off to travel to and from the tertiary institution.
423. The Agency Head may approve financial assistance to employees undertaking approved studies under the Study Support Scheme. Financial assistance is made in the form of a reimbursement payable upon successful completion of an approved course. The amounts are:
- 423.1. University student: \$1,250 per semester; total \$2,500 per academic year.
  - 423.2. Higher education student: \$625 per semester; total \$1,250 per academic year.
424. The reimbursement is not payable to employees on Leave Without Pay for study purposes.

### **Study leave**

425. Study leave is not automatic, and managers may approve study leave taking into account the operational requirements of the Section/Branch where staff work.
426. Staff undertaking external studies/distance education; or study activities related to the preparation and presentation of a thesis may apply for:
- 426.1. leave with full pay to travel to and from and attend residential courses or seminars, or any other compulsory study activities required for successful completion of the course of study;
  - 426.2. up to 42 hours leave with full pay each semester for study activities; and
  - 426.3. subject to discussion with the manager, to attend study activities approved under the OPH Study Support Scheme.

427. Staff undertaking studies on the campus of a tertiary institution (i.e. not those covered in clause 408 of this agreement) may apply for up to 75 hours of leave with pay per semester, subject to discussion with the manager, to travel to and attend study activities approved under the OPH Study Support Scheme.
428. Study leave without pay may be granted by the Agency Head for a maximum period of 12 months to allow employees to undertake full-time study. Periods of study leave without pay for periods longer than 12 months will be considered in exceptional circumstances. Study Leave without pay does not count as service for any purpose except as provided for under the *Superannuation Act 1976*, the *Superannuation Act 1990* and the *Superannuation Act 2005*.

### **Professional qualifications**

429. The agency will provide reasonable reimbursement for professional qualifications essential to an employee's role or where it is beneficial to the agency, including:
- 429.1. membership and accreditation;
  - 429.2. registration fees, including required maintenance.

## **Section 9: Travel and location-based conditions**

### **Travel**

#### **Eligibility for Travel Allowance (TA)**

430. Employees required to travel between centres in Australia for official work purposes which require an overnight absence will be entitled to an allowance in respect of meals, accommodation, and incidental expenses. The agency refers to the travel rates published by the Australian Taxation Office and will adopt the rates as varied from time to time.
431. TA (accommodation, meals, and incidentals) is only payable on day of departure where an employee is authorised or required by the agency to stay in lodgings, hotels or motels while travelling on official business.
432. TA is only payable during the day of return travel to the usual place of work where the employee was required to stay in lodgings, hotels or motels the previous night while travelling on official business.

#### **Domestic Air Travel**

433. Employees are entitled to economy class travel where required to travel on official business within Australia.
434. When travelling by air, employees are required to utilise the lowest practical price.

#### **Eligibility for Part Day Travel Allowance**

435. Employees required to be absent from their usual place of work on official business for a period of not less than 10 hours but not absent overnight, will be paid an allowance in accordance with Attachment B – Allowances of this Agreement unless the employee increases the period of the trip to 10 hours or more as a result of personal consideration.

#### **Adjustment to payments**

436. Where the Agency Head is satisfied that the overall travelling allowance is insufficient to cover reasonable expenses, an adjustment to the allowance will be made.

#### **Reduction of allowance in certain circumstances**

437. Where an employee is provided with accommodation and/or meals, either at the agency's expense or as a consequence of their official duties, the employee will have their rate of allowance reduced by each individual component provided.

#### **Repayment of allowance**

438. Employees who fail to undertake arranged travel, or undertake travel for a lesser period than anticipated will repay any amount of allowance in excess of their actual entitlement. (Refer to clauses 54 to 61 on Overpayments).



## **Review travel allowance**

- 439. Where an employee is required to reside in the one locality for a period greater than 21 days, they may be paid an allowance as set in the Relocation Assistance Guidelines.
- 440. The Agency Head may waive the employee contribution where the employee is maintaining two households. Further information can be found in the Relocation Assistance Guidelines.
- 441. The Agency Head may reimburse reasonable and unavoidable continuing expenses incurred at the home locality where an employee has not let or sublet their home.

## **Relocation assistance**

- 442. Where an existing employee is required to relocate at the request of the agency (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
- 443. Where an employee is required to relocate on engagement with the agency, the employee will be provided with financial relocation assistance.
- 444. Reasonable expenses associated with the relocation include:
  - 444.1. the cost of transport of the employee and their dependents by the most economical means;
  - 444.2. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependents and partner;
  - 444.3. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
  - 444.4. the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
- 445. Additional relocation assistance may be considered by the Agency Head's discretion.

## **Overseas travel support**

- 446. The Agency will provide support for employees required to travel on official business overseas. Further information is available in the Agency's Accountable Authority Instructions.

# Section 10: Consultation, representation and dispute resolution

## Consultation

### Principles

447. 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.
448. The agency recognises:
- 448.1. the importance of inclusive and respectful consultative arrangements;
  - 448.2. employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - 448.3. the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
  - 448.4. consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - 448.5. the benefits of employee and union involvement and the right of employees to be represented by their union.
449. Genuine and effective consultation involves:
- 449.1. providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
  - 449.2. providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
  - 449.3. considering feedback from employees and the relevant union(s) in the decision making process; and
  - 449.4. 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

450. Consultation is required in relation to:
- 450.1. changes to work practices which materially alter how an employee carries out their work;
  - 450.2. changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);

- 450.3. major change that is likely to have a significant effect on employees;
  - 450.4. implementation of decisions that significantly affect employees;
  - 450.5. changes to employee's regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
  - 450.6. other workplace matters that are likely to significantly or materially impact employees.
451. The agency, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the agency. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

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

452. This clause applies if the agency:
- 452.1. 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
  - 452.2. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

**Representation**

453. 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.
454. The agency must recognise the representative if:
- 454.1. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - 454.2. the employee or employees advise the employer of the identity of the representative.

**Major change**

455. In this clause, a major change is likely to have a significant effect on employees if it results in, for example:
- 455.1. the termination of the employment of employees; or
  - 455.2. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - 455.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 455.4. the alteration of hours of work; or

- 455.5. the need to retrain employees; or
  - 455.6. the need to relocate employees to another workplace; or
  - 455.7. the restructuring of jobs.
456. The following additional consultation requirements in clauses 457 to 463 apply to a proposal to introduce a major change referred to in clause 450.3.
457. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 451.
458. Where practicable, an agency 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.
459. The agency must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
460. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 451 the agency must:
- 460.1. discuss with affected employees and relevant union(s) and/or other recognised representatives:
    - 460.1.1. the proposed change;
      - 460.1.1.1. the effect the proposed change is likely to have on the employees; and
      - 460.1.1.2. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
    - 460.1.2. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
      - 460.1.2.1. all relevant information about the proposed change, including the nature of the change proposed; and
      - 460.1.2.2. information about the expected effects of the proposed change on the employees; and
      - 460.1.2.3. any other matters likely to affect the employees.
461. The agency 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.
462. However, the agency is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
463. 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 agency, the requirements set out in clauses 457 to 461 are taken not to apply.

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

464. The following additional consultation requirements in clauses 465 to 468 apply to a proposal to introduce a change referred to in clause 450.5.
465. The agency must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
466. As soon as practicable after proposing to introduce the change, the agency must:
- 466.1. discuss with employees and the relevant union(s) and/or other recognised representatives the proposed introduction of the change; and
  - 466.2. for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
    - 466.2.1. all relevant information about the proposed change, including the nature of the proposed change; and
    - 466.2.2. information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
    - 466.2.3. information about any other matters that the employer reasonably believes are likely to affect the employees; and
    - 466.2.4. 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).
467. However, the agency is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
468. The agency 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**

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

### **Agency consultative committee**

470. The Agency Head may establish an agency consultative committee to discuss relevant workplace matters.
471. The Agency consultative committee will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.

## **APS consultative committee**

472. The Agency Head 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**

473. If a dispute relates to:

473.1. a matter arising under the agreement; or

473.2. the National Employment Standards;

this term sets out procedures to settle the dispute.

474. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.

475. 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.

476. 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.

477. 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 476 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

478. The Fair Work Commission may deal with the dispute in 2 stages:

478.1. 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

478.2. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

478.2.1. arbitrate the dispute; and

478.2.2. 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.

479. While the parties are attempting to resolve the dispute using the procedures in this term:
- 479.1. an employee must continue to perform their work as they would normally in accordance with established custom and practice at the agency that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
  - 479.2. subject to clause 479.1, 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:
    - 479.2.1. the work is not safe; or
    - 479.2.2. applicable work health and safety legislation would not permit the work to be performed; or
    - 479.2.3. the work is not appropriate for the employee to perform; or
    - 479.2.4. there are other reasonable grounds for the employee to refuse to comply with the direction.
480. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
481. Any disputes arising under the Old Parliament House Enterprise Agreement 2017-2020 or Public Service (Subsection 24(1) – Museum of Australian Democracy at Old Parliament House Non-SES Employees) Amendment Determination 2023/01 of that agreement before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

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

482. Where the provisions of clauses 473 to 478 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 475, 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 477.

#### **Delegates' rights**

483. Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to the agency.
484. The role of union delegates is to be respected and supported.
485. The agency and union delegates will work together respectfully and collaboratively.

## Supporting the role of union delegates

486. The agency respects the role of union delegates to:
  - 486.1. provide information, consult with and seek feedback from employees in the workplace on workplace matters;
  - 486.2. consult with other delegates and union officials, and get advice and assistance from union officials;
  - 486.3. represent the interests of members to the employer and industrial tribunals; and
  - 486.4. represent members at relevant union forums, consultative committees or bargaining.
487. The agency 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.
488. 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.
489. To support the role of union delegates, the agency will, subject to legislative and operational requirements, including privacy and security requirements:
  - 489.1. provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
  - 489.2. advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
  - 489.3. allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications;
  - 489.4. provide access to new employees as part of induction; and
  - 489.5. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
490. Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or agency before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.



## **Section 11: Separation and retention**

### **Resignation**

491. An employee may resign from their employment by giving the Agency Head at least 14 calendar days' notice.
492. At the instigation of the Agency Head, 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.
493. The Agency Head has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

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

494. When an employee dies, or the Agency Head has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the Agency Head 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, Redundancy**

### **Redeployment**

495. Redeployment and redundancy provisions apply only to ongoing employees. They do not apply to ongoing employees on probation or non-ongoing employees employed for a specified period, specified task or an irregular or intermittent basis.
496. An employee is an excess employee if:
  - 496.1. the employee is included in a class of employees employed in the agency, which class comprises a greater number of employees than is necessary for the efficient and economical working of the agency;
  - 496.2. the services of the employee cannot be effectively used because of technological or other changes in the work methods of the agency of (structural or other) changes in the nature, extent of the organisation of the functions of the agency; or
  - 496.3. the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the Agency Head has determined that the provisions of this clause apply to the employee.

497. Where an employee becomes excess or potentially excess through a variety of reasons, (e.g. where agency programs are nearing completion of the restructure of work areas), the Agency Head (delegate) will discuss with the employee possible options.
498. Potentially excess employees will be placed on local priority placement register.
499. Excess employees will be placed on local priority placement register and if they request may be placed on an Agency-wide priority placement register.
500. Employees on a priority placement register will be considered for vacant ongoing positions at their substantive level, in isolation from and not in competition with other applicants for an advertised vacant position.
501. If an employee is considered suitable, they will be reassigned to the duties of the vacant position.
502. An employee will be considered not suitable if the delegate is satisfied that they are unable to demonstrate that they have the capacity to perform the duties of the vacant position currently, or within a reasonable period of time. A reasonable period will usually be three months.
503. In the interest of facilitating placement an independent person will participate in the assessment process.
504. The claims of excess employees for ongoing positions at their substantive level will be considered prior to any decision to notify vacancies in APSJobs.
505. The Agency Head will take all reasonable steps, consistent with the interests of the efficient administration of the Agency, to move an excess employee to a suitable vacancy at the same level within the Agency.
506. The Agency Head may facilitate swaps at the same level between excess employees who wish to remain employed and are assessed as suitable for available duties and employees who wish to be redundant.

## **Redundancy**

### **Accelerated Separation Arrangements**

507. The Agency Head may provide employees likely to be subject to the redundancy provisions of this agreement with an accelerated separation option. In addition to the severance benefit, this option provides employees who have identified as eligible to elect for voluntary redundancy and whose employment comes to an end 14 days after the election, an amount of ten weeks salary (or 11 weeks salary for an employee 45 years of age with at least five years continuous service). The payments made under the clause are inclusive of any statutory entitlements to payment in lieu of notice.
508. This option is available to employees who exit from the agency prior to the commencement of any formal consultation with employees and, where they choose, their nominated representatives, noting that at any time, the employee may nominate a representative they wish to be involved in this matter, in which case the Agency Head (delegate) will hold discussions with the employee and their representative.

509. Where an employee has elected not to accept an offer under this option, the redundancy provisions of his agreement will apply.

#### **Consultation Process**

510. When the Agency Head (delegate) is aware that an employee is likely to become excess, the Agency Head (delegate) will advise the employee of the situation at the earliest practicable time.

511. The Agency Head (delegate) will hold discussions with the employee to consider whether voluntary retrenchment might be appropriate. Where the employee nominates a representative they wish to be involved in his matter, the Agency Head (delegate) will hold discussions with the employee and their representative.

512. Where 15 or more employees are likely to become excess the Agency Head (delegate) will comply with the provisions of section 530 and 531 of the FW Act.

513. The Agency Head (delegate) shall advise those employees who are identified as excess to requirements as soon as practicable.

514. The maximum period of time for all these consultations shall not be greater than one month (four weeks) from the date of advice of excess requirements.

#### **Voluntary Redundancy**

515. Where the Agency Head (delegate) invites an excess employee to elect for voluntary redundancy, the employee will have one month in which to make a decision.

516. Within two weeks of the beginning of the month referred to in clause 515, an employee invited to elect for voluntary redundancy will be given information on the following, at the time of the offer:

516.1. amount of severance pay, pay in lieu of notice and paid up leave credits;

516.2. options available to the employee concerning superannuation (through Comsuper or another provider);

516.3. taxation rules applying to the various payments (through the Australian Taxation Office).

517. Where an election is made and the Agency accepts the election, the Agency Head (delegate) will not give notice of termination before the end of the one month period referred to in clause 515, unless the employee chooses to waive the remainder of the period.

518. Financial assistance will be provided (up to a maximum of \$600) for financial advice.

519. Only one opportunity to elect for voluntary redundancy will be provided to an excess employee.

#### **Period of Notice**

520. The Agency Head (delegate) will retrench the employee by giving the required notice of termination under Section 29 of the PS Act. 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 service).

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

### **Redundancy Benefit**

522. An employee who elects for retrenchment with a redundancy benefit and whose employment is terminated by the Agency Head (delegate) under Section 29 of the PS Act on the grounds that they are excess to the requirements of the agency is entitled to payment of a redundancy benefit of an amount equal to two (2) weeks' salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the NES.
523. The minimum sum payable will be four weeks salary and the maximum will be 48 weeks' salary.
524. The redundancy benefit will be calculated on a pro-rata basis for any period where an employee has worked part-time hours during their period of service and the employee has less than 24 years full-time service, subject to any minimum amount the employee is entitled to under the NES.

### **Service for Severance Pay Purposes**

525. Service for severance pay purposes means:
- 525.1. service in OPH.
  - 525.2. government service as defined in Section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*.
  - 525.3. service with the Commonwealth (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.
  - 525.4. service with the Australian Defence Forces.
  - 525.5. service in another agency, where the employee was moved from the APS to that agency with a transfer of function; or an employee engaged by the agency 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.
526. For earlier periods of service to count there must be no breaks between the periods of service, except where:
- 526.1. The break in service was less than one month and occurred where an offer of employment in relation to the second period of service was made and accepted by the employee before the first period of service ended (whether or not the two periods of service are the same employer or agency).

- 526.2. The earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed Section 49 of the PS Act.
- 527. Any period of service which was terminated by way of the following, will not count as service for severance pay purposes:
  - 527.1. an employee being excess to requirements.
  - 527.2. an employee lacking or losing an essential qualification.
  - 527.3. physical or mental incapacity.
  - 527.4. non-performance or unsatisfactory performance of duties.
  - 527.5. failure to complete and entry-level training course.
  - 527.6. failure to meet a condition imposed under Subsection 22(6) of the PS Act.
  - 527.7. breach of the APS Code of Conduct.
  - 527.8. voluntary retirement at or above the minimum retiring age applicable to the employee, or with the payment of a redundancy benefit or similar payment, or with the payment of an employer-financed retirement benefit.
- 528. Absence from work, which do not count as service for Long Service Leave purposes will not count as service for severance pay purposes.

**Rate of Redundancy Payment**

- 529. For the purpose of calculating any payment under clauses 520 to 527, salary will include:
  - 529.1. the employee's salary at their substantive classification level; or
  - 529.2. for the purposes of Long Service Leave in lieu, annual leave and severance the salary of the higher work value level, where the employee has been working at the higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of the termination of employment.
  - 529.3. where the employee has been in receipt of commuted penalties for 50% or more of the pay periods in the 12 months preceding being given notice of termination of employment. A weekly average of penalties due over the 12 months will be included in the salary.
  - 529.4. other allowances in the nature of salary, which are paid during periods of annual leave and on a regular basis, and
  - 529.5. excludes allowances, which are a reimbursement for expenses incurred for living allowances such as Remote Locality Allowance.

### **Retention Periods**

530. An excess employee who does not agree to be retrenched with the payment of a redundancy benefit will be entitled to the following period of retention:
- 530.1. 56 weeks where the employee has 20 years or more service or is over 45 years of age; or
  - 530.2. 30 weeks for other employees.
531. If an employee is entitled to a redundancy payment under the NES the relevant period in the above clause is reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination, as at the expiration of the retention period (as adjusted by this clause).

### **Commencement of Retention Period**

532. The retention period will commence on the earlier of the following:
- 532.1. the day the employee is advised in writing by the Agency Head (delegate) that they are an excess employee; or
  - 532.2. one month after the day on which the Agency Head (delegate) invites the employee to accept voluntary redundancy under clause 515.
533. The retention period will be extended by any periods of certified sick leave taken during the retention period.

### **Employer Responsibilities**

534. During the retention period the Agency Head (delegate):
- 534.1. will continue to take reasonable steps to find alternative employment for the excess employee, including advising the employee of any APS employment opportunities known to the Agency Head (delegate) and providing up to \$5,000 for career transition support to be approved by the Agency Head (delegate).
  - 534.2. may with four weeks' notice, move the excess employee to a job with a lower APS classification. The employee will receive income maintenance to maintain their salary at the previous higher level for the balance of the retention period.

### **Employee Obligations**

535. During the retention period the employee:
- 535.1. will take reasonable steps to find alternative employment; and
  - 535.2. actively participate in learning and development activities, trial placements or other arrangements agreed to, to assist in obtaining a permanent placement.

### **Assistance for Reasonable Incurred Expenses**

536. An excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these are not met by the prospective employer.

537. Where an excess employee is required to move their household to a new locality as a result of a movement or reduction in classification they will be entitled to reasonable expenses.

#### **Payment in Lieu of Retention Period**

538. Where the Agency Head (delegate) considers there is no reasonable prospect of redeployment in the APS, and the Agency Head (delegate) is satisfied that there is insufficient productive work available for the employee with the agency during the remainder of their retention period, the Agency Head (delegate) may, with the agreement of the employee, terminate the employee's employment under Section 29 of the PS Act on the grounds that the employee is excess to requirements and pay the balance of the retention period as a lump sum, reduced by an amount equivalent to the NES redundancy entitlement. This payment will be taken to include the payment in lieu of notice of termination of employment.

#### **Involuntary Termination of Employment**

539. Subject to clauses 538 to 541, the Agency Head (delegate) may, under Section 29 of the PS Act, involuntarily terminate the employment of an excess employee at the end of the retention period.
540. An excess employee will not have their employment terminated involuntarily if the employee has not been invited to accept an offer of voluntary redundancy or has elected to have their employment terminated but the Agency Head (delegate) has refused to approve it.
541. An excess employee will not have their employment terminated involuntarily without being given four weeks' notice (or five weeks' notice for an employee over 45 years of age with at least five years of continuous services) of termination of employment, or payment in lieu of notice. These periods of notice will, as far as practicable, be concurrent with the retention periods.

#### **Termination of Non-Ongoing Employment**

542. The following clauses 543 to 545 apply to non-ongoing employees, other than:
- 542.1. Employees who are serving a period of probation.
543. Non-ongoing employment may be terminated for reasons other than misconduct, for example where:
- 543.1. The duties for which the employee was engaged are no longer available.
  - 543.2. The duties for which the employee was engaged have been completed ahead of time.
  - 543.3. A decision has been made that the duties for which the employee was engaged are no longer required to be performed.

543.4. There is unsatisfactory performance or unsatisfactory conduct.

543.5. Any other grounds as provided for in this agreement.

544. Where the employment of a non-ongoing employee is terminated for reasons other than misconduct, the Agency Head (delegate) may approve a payment to the employee at the applicable rate of pay in accordance with Table 4 [**Payment for period of service forgone**]. Such payment will be considered to be inclusive of payment in lieu of any required period of notice on and after the commencement of the NES, Section 117 of the FW Act subject to payment meeting the minimum notice requirements of that Act.

**Table 4: Payment for period of service forgone**

<b>Period of Service Forgone</b>	<b>Payment</b>
Not more than six (6) months	1 week (plus one (1) additional week if over 45 years of age and with at least five (5) years continuous service)
More than six (6) months but not more than 12 months	Four (4) weeks
More than 12 months but not more than 18 months	Eight (8) weeks
More than 18 months but not more than 24 months	12 weeks
More than 24 months but not more than 30 months	16 weeks
More than 30 months	20 weeks

545. An employee whose employment has been terminated for reasons other than a breach of the APS Code of Conduct will retain eligibility for relocation to their place of recruitment and removal of their personal effects to the place of recruitment, where these conditions are included in their employment contract or notice of engagement.



## Attachment A – Base salaries

Table 5: Salary thresholds

Classification	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>APS Level 1</b>				
APL1.1	\$47,553	\$52,000	Lifted By Pay Fragmentation	
APL1.2	\$50,408	\$52,424	\$54,516	\$57,497
APL1.3	\$53,431	\$55,568	\$57,680	\$59,641
APL1.4			\$57,786	\$60,946
<b>APS Level 2</b>				
APL2.1	\$56,636	\$58,901	\$61,139	\$63,218
APL2.2	\$60,036	\$62,437	\$64,810	\$67,014
APL2.3			\$64,877	\$68,435
<b>APS Level 3</b>				
APL3.1	\$62,041	\$64,523	\$66,975	\$70,477
APL3.2	\$63,906	\$66,462	\$68,988	\$71,334
APL3.3	\$65,818	\$68,451	\$71,052	\$73,468
APL3.4	\$67,794	\$70,506	\$73,185	\$75,673
APL3.5				\$76,820
<b>APS Level 4</b>				
APL4.1	\$69,832	\$72,625	\$75,385	\$79,125
APL4.2	\$71,927	\$74,804	\$77,647	\$80,287
APL4.3	\$75,327	\$78,340	\$81,317	\$84,082
APL4.4			\$81,775	\$86,246
<b>APS Level 5</b>				
APL5.1	\$76,307	\$80,341	\$84,229	Lifted By Pay Fragmentation
APL5.2	\$78,593	\$81,737	\$84,843	\$88,833
APL5.3	\$80,949	\$84,187	\$87,386	\$90,357
APL5.4		\$87,572	\$90,900	\$93,991
APL5.5			\$91,808	\$96,829

<b>Classification</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>APS Level 6</b>				
APL6.1	\$83,382	Lifted By Pay Fragmentation		
APL6.2	\$85,883	\$90,199	\$94,563	Lifted By Pay Fragmentation
APL6.3	\$88,458	\$91,996	\$95,492	\$99,733
APL6.4	\$91,112	\$94,756	\$98,357	\$101,701
APL6.5	\$96,004	\$99,844	\$103,638	\$107,162
APL6.6		\$101,022	\$105,910	\$109,511
APL6.7				\$111,702
<b>Executive Level 1</b>				
EXL1.1	\$102,838	\$110,115	\$115,443	Lifted By Pay Fragmentation
EXL1.2	\$107,520	\$111,821	\$116,070	\$121,756
EXL1.3	\$110,440	\$114,858	\$119,223	\$123,277
EXL1.4	\$116,250	\$120,900	\$125,494	\$129,761
EXL1.5			\$125,832	\$132,713
<b>Executive Level 2</b>				
EXL2.1	\$130,333	\$135,546	\$140,697	\$145,481
EXL2.2	\$134,245	\$139,615	\$144,920	\$149,847
EXL2.3	\$140,677	\$146,304	\$151,864	\$157,027
EXL2.4	\$148,063	\$153,986	\$159,837	\$165,271
EXL2.5	\$153,125	\$159,250	\$165,302	\$170,922

## Attachment B – Allowances

**Table 6: Allowances thresholds**

Clause	Payment	Current Payment	Payment From the later of commencement of the agreement or 14 March 2024	Payment From 13 March 2025	Payment From 12 March 2026
158	Meal Allowance	\$29.17	\$30.34	\$31.49	\$32.56
435	Part Day TA (non-SES)	\$60.94	\$63.38	\$65.79	\$68.03

**Note: Motor Vehicle Allowance covered under the relevant ATO rates.**

## FORMAL ACCEPTANCE OF THIS AGREEMENT

This agreement is made and approved under section 172 of the Fair Work Act 2009.

### Employer

Signed for, and on behalf of, the Commonwealth by Old Parliament House

Signed:  Date: 18 March 2024

Full Name: Stephanie Bull, Director  
Agency: Old Parliament House  
Address: 18 King George Terrace, Parkes ACT 2603

### Bargaining Representative: Community and Public Sector Union

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

Signed:  Date: 18 March 2024

Full Name: Andrew Smith  
Role: Lead Organiser  
Address: 1/54-58 Foveaux Street, Surry Hills, NSW 2010

### Employee Bargaining Representative: Manager Facilities, Old Parliament House

Signed for, and on behalf of, the Employee Bargaining Representatives

Signed:  Date: 18 March 2024

Full Name: Stephen Kaye  
Role: Employee Representative  
Address: 18 King George Terrace, Parkes ACT 2603