



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

National Emergency Management Agency
(AG2024/930)

NATIONAL EMERGENCY MANAGEMENT AGENCY (NEMA) ENTERPRISE AGREEMENT 2024-2027

Commonwealth employment

COMMISSIONER PLATT

ADELAIDE, 19 APRIL 2024

Application for approval of the National Emergency Management Agency (NEMA) Enterprise Agreement 2024-2027

[1] An application has been made for approval of an enterprise agreement known as the *National Emergency Management Agency (NEMA) Enterprise Agreement 2024-2027* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the National Emergency Management Agency (the Applicant). The agreement is a single enterprise agreement. An additional application has also been made under s.218A of the Act to vary the Agreement in order to correct a number of obvious errors.

[2] The matter was allocated to my Chambers on 8 April 2024. This decision deals with both applications.

[3] With respect to the s.218 application, the Applicant sought amendments to paragraph numbering and clause references by way of a Form F1 dated 26 March 2024. The Applicant has also provided a revised Agreement which consolidates the variations.

[4] A copy of the changes have been provided to the Bargaining Representatives and CPSU. There has been no objection received.

[5] Having reviewed the referencing errors, it is apparent in my view that such errors would fall within the scope of s. 218A(1). Accordingly, the variation is approved and the revised Agreement is attached to this decision.

[6] The variations will operate from the date on which the Agreement commences operation. I now turn to the s.185 application.

[7] On 10 April 2024, I conducted a telephone conference with the parties to seek clarification about aspects of the Agreement and invited the Applicant to address these matters including through the provision of an undertaking.

[8] The Agreement contains a number of changes which when considered in isolation, are less advantageous than the Award. These include increased ordinary hours, an expanded spread of hours and some penalty rates. I note that the Agreement also confers benefits of universal application including paid leave between Christmas and New Year and increased Superannuation Contributions. I have not considered additional benefits which were conditional in their application and/or difficult to quantify in monetary terms. I find that the universal improvements offset the disadvantages referred to.

[9] The Applicant has submitted an undertaking in the required form dated 10 April 2024, a copy of which is attached to this Agreement. The undertaking deals with the following topics:

- Higher duties allowance will be paid to employees after half a day where they occupy a role at a classification level higher than their substantive classification level consistent with the *Australian Public Service Enterprise Award 2015*.

[10] A copy of the undertaking has been provided to the bargaining representatives and I have sought their views in accordance with s.190(4) of the Act. The bargaining representatives did not express any view on the undertaking.

[11] The undertaking appears to meet the requirements of s.190(3) of the Act and I have accepted it. As a result, the undertakings are taken to be a term of the Agreement.

[12] The Community and Public Sector Union, 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) of the Act I note that the Agreement covers this organisation.

[13] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

[14] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the date of approval of the Agreement. The nominal expiry date is 28 February 2027.



COMMISSIONER

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Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

National Emergency Management Agency (NEMA) Enterprise Agreement 2024- 2027

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Section 1: Technical matters

Title

1. This agreement will be known as the National Emergency Management Agency (NEMA) Enterprise Agreement 2024-2027.

Parties to the agreement

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

Operation of the agreement

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

Definitions

5. The following definitions apply to this agreement:

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

Agency Head means the Agency Head of NEMA or the Agency Head's delegate.

Agreement means the National Emergency Management Agency (NEMA) Enterprise Agreement 2024-2027.

APS means the Australian Public Service.

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

Bandwidth means the span of hours during which an employee can perform ordinary hours, being 7.00am to 7.00pm Monday to Friday.

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

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

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

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

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

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

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 subsection 22(2) of the PS Act who is covered by this agreement (whether full-time, part time or casual, ongoing or non-ongoing).

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

Excess Annual Leave means accrued annual leave of more than 40 days.

Family means:

- a. a spouse, former spouse, de facto partner or former de facto partner of the employee;
- b. a child, parent, grandparent, grandchild, or sibling of the employee;
- c. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;
- d. a member of the employee's household;

- e. a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs; or
- f. a person that the Agency Head considers to be of recognised significance to the employee.

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

Full-time employee means an employee employed to work an average of 38 hours per week in accordance with this agreement.

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

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

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

Non-ongoing employee means an employee engaged under subsection 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.

NEMA means the National Emergency Management Agency

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

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

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

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

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

Part-time employee means an employee employed to work less than an average of 38 hours 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.

Shift worker means an employee who is required by the Agency Head to regularly work rostered shifts which fall outside of the bandwidth than an employee performs ordinary hours Monday to Friday and on weekends or public holidays. A shift worker is a shift worker for the purposes of the NES.

Delegations

6. 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

7. 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

8. This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.
9. This agreement will be supported by policies and guidelines, as implemented and varied from time to time.
10. 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

11. 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:
 - 11.1 the arrangement deals with one or more of the following matters:
 - 11.1.1 arrangements about when work is performed;
 - 11.1.2 overtime rates;
 - 11.1.3 penalty rates;
 - 11.1.4 allowances;
 - 11.1.5 remuneration;
 - 11.1.6 leave and leave loading; and
 - 11.2 the arrangement meets the genuine needs of the agency and employee in relation to one or more of the matters mentioned in clause 11.1; and

- 11.3 the arrangement is genuinely agreed to by the agency and employee.
- 12. The agency must ensure that the terms of the individual flexibility arrangement:
 - 12.1 are about permitted matters under section 172 of the FW Act;
 - 12.2 are not unlawful terms under section 194 of the FW Act; and
 - 12.3 result in the employee being better off overall than the employee would be if no arrangement was made.
- 13. The agency must ensure that the individual flexibility arrangement:
 - 13.1 is in writing;
 - 13.2 includes the name of the agency and employee;
 - 13.3 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
 - 13.4 includes details of:
 - 13.4.1 the terms of the enterprise agreement that will be varied by the arrangement;
 - 13.4.2 how the arrangement will vary the effect of the terms;
 - 13.4.3 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
 - 13.4.4 states the day on which the arrangement commences.
- 14. The agency must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 15. The agency or employee may terminate the individual flexibility arrangement:
 - 15.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 15.2 if the agency and employee agree in writing – at any time.
- 16. The agency and employee are to review the individual flexibility arrangement at least every 12 months.

Usual location of work

- 17. An employee's usual location of work will be the location or locality identified in the employee's letter of offer or other engagement documentation. If no location or locality was specified on engagement, the Agency Head may specify a designated office location by advising the employee in writing.
- 18. The Agency Head may change an employee's usual location of work on a temporary or permanent basis:

- a. by agreement with the employee; or
 - b. based on business requirements, subject to consulting with the employee prior to the change.
19. The employee's usual location of work will be used to determine or calculate an entitlement where an employee's normal or usual place of work is relevant, including travel allowance and public holiday entitlements.
20. If an employee enters into a flexible working arrangement, this will not affect the employee's usual location of work, unless expressly stated and agreed by the Agency Head.

Section 2: Remuneration

Salary

21. Salary rates will be as set out in Attachment A – Base Salaries of this agreement.
22. The base salary rates in Attachment A – Base Salaries include the following increases:
 - 22.1 4.0 per cent from the first full pay period on or after 1 March 2024 (the 14 March 2024);
 - 22.2 3.8 per cent from the first full pay period on or after 1 March 2025 (the 13 March 2025); and
 - 22.3 3.4 per cent from the first full pay period on or after 1 March 2026 (the 12 March 2026).
23. 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

24. 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

25. 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 salary setting clauses.
26. 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.
27. In determining a salary under these salary setting clauses, the Agency Head will have regard to a range of factors (as relevant) including the employee's experience, qualifications and skills.
28. Where an employee commences ongoing employment in the agency immediately following a period of non-ongoing employment in the agency, for a specified term or task, the Agency Head will determine the payment of the employee's salary within the relevant salary range of

the relevant classification which recognises the employee's prior service as a non-ongoing employee in the agency.

29. 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 payment of salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the agency.
30. 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.
31. 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.

Flexible remuneration packaging

32. Employees may choose to sacrifice part of their salary for a range of non-cash benefits in accordance with legislation and government policy.

Salary on reduction

33. An employee's classification may be reduced at the employee's written request or if the Agency Head directs, in accordance with the circumstances provided for in section 23 of the *Public Service Act 1999*.
34. If an employee requests in writing or is directed to perform work at a lower classification level temporarily or permanently, the employee's salary rate at the lower classification level will be determined in accordance with this agreement.

Incremental advancement

35. Ongoing and non-ongoing employees (excluding Graduates) will be eligible for incremental advancement under the relevant clauses of this agreement. Casual employees will not be eligible for incremental advancement.
36. On 1 August each year, an eligible employee, who is not already on the maximum pay point for the employee's current substantive classification, will advance to the next highest pay point, if the employee:
 - a. has achieved a satisfactory performance rating during the employee's most recent performance review; and
 - b. has 6 months of aggregate eligible service in the agency at or above the relevant classification during the performance cycle. If the employee has less than 6 months of aggregate eligible service the Agency Head may exercise their discretion to determine a higher salary under the salary setting clause.

37. On 1 August each year, the Agency Head may approve an employee's advancement by two or more pay points if the employee has achieved a performance rating which is more than satisfactory in their most recent performance review. This is subject to the Agency Head's discretion under the salary setting clause.
38. Eligible service for salary progression will include:
 - a. periods of paid leave and unpaid parental leave;
 - b. periods of unpaid leave that count as service; and
 - c. service while employed on a non-ongoing basis.
39. During a single continuous period of unpaid parental leave employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.
40. Employees who are acting at a higher classification will be eligible for salary progression at both their substantive and acting classifications, subject to the eligibility criteria outlined at clause 38.
41. 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

Superannuation

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

Method for calculating superannuation salary

45. 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 superannuation funds.
46. Employer contributions will be made for all employees covered by this agreement.
47. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

Payment during unpaid parental leave

48. 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

49. An overpayment occurs if the Agency Head (or 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).
50. 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.
51. 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.
52. 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.
53. 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.
54. The agency and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
55. Interest will not be charged on overpayments.
56. Nothing in clauses 49-55 prevents:
 - 56.1 the agency from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
 - 56.2 the agency from pursuing recovery of the debt through other available legal avenues; or
 - 56.3 the employee or the agency from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Supported wage system

57. An employee can get a percentage of the relevant pay rate in line with their assessed capacity to do the work if they:
 - 57.1 have a disability;

- 57.2 meet the criteria for a Disability Support Pension; and
 - 57.3 are unable to perform duties to the capacity required.
58. Specific conditions relating to the supported wage system are detailed in Attachment B – Supported Wage System.

Section 3: Allowances and reimbursements

Higher duties allowance

59. 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.
60. 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.
61. 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.
62. Where an employee is assigned only part of the higher duties, the Agency Head will determine the amount of allowance payable.
63. 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.
64. The Agency Head may shorten the qualifying period for higher duties allowance on a case-by-case basis.

Allowances

Camping allowance

65. An employee who is required to camp out in the course of performance of their duties, or be employed in a camping party, is entitled to be paid the applicable rate of camping allowance.
66. An employee who camps out for more than one night (other than in a base camp established by the agency, a caravan or in a hut), and who is required to move camp from place to place, is entitled to an additional allowance for each of those nights.
67. Where an employee camps out for more than seven days, an additional allowance in respect of the total period is payable.
68. Camping allowance is paid at the below rates:

Current Rate \$	Rate from commencement of agreement	Rate from 13 March 2025	Rate from 12 March 2026
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Camping allowance—Where cook is provided by the agency	38.76	Per day	40.31	41.84	43.26
Camping allowance—Where cook is not provided by the Agency	64.45	Per day	67.03	69.58	71.94
Additional allowance—2 to 5 consecutive nights	12.31	Per night	12.80	13.29	13.74
Additional allowance—6 or more consecutive nights	24.65	Per night	25.64	26.61	27.51
Camping outlay allowance—between 7 and 13 days	73.17	Per trip	76.10	78.99	81.67
Camping outlay allowance—between 14 and 20 days	146.34	Per trip	152.19	157.98	163.35
Camping outlay allowance—more than 21 days	219.50	Per trip	228.28	236.95	245.01

International deployable liaison allowance

69. Employees required to be deployed overseas as part of a national plan and emergency response under the Australian Government Crisis Management Framework, will be entitled to the following International Deployable Liaison Allowance:

International deployable liaison allowance	Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
Where trip is up to 14 days	\$151.84 per day	\$157.61 per day	\$162.97 per day
Where trip is over 14 days	\$228.28 per day	\$236.95 per day	\$245.01 per day

70. International Deployable Liaison Allowance is payable upon completion of an international deployment.

Reimbursement for loss or damage

71. The Agency Head may approve, upon production of appropriate documentary evidence, reimbursement to an employee for loss or damage to clothing and/or personal effects, which occurred in the course of the employee's work.

Carer's assistance

72. Subject to approval by the Agency Head, an employee may receive a reimbursement for reasonable, unavoidable, additional costs associated with the care of a family member or dependent where an employee is required to travel away from their usual work location for

business purposes or is directed to work outside their normal pattern of hours. The employee must advise their supervisor in advance that costs may be incurred if known.

Retirement financial assistance

73. Upon production of receipts that services have been provided, an employee who is aged 54 years or more, may receive a one-off reimbursement of up to \$500 (plus GST) towards the cost of financial retirement advice provided by a qualified financial adviser of the employee's choice.

Workplace responsibility allowance

74. A workplace responsibility allowance will be paid where an agency has appointed or elected an employee to one of the following roles:
- a. First Aid Officer;
 - b. Health and Safety Representative;
 - c. Fire or Emergency Warden;
 - d. Harassment Contact Officer; and
 - e. Mental Health First Aid Officer.
75. An employee is not to receive more than one workplace responsibility allowance unless approved by the Agency Head due to operational requirements.
76. The rate will be:

Workplace Responsibility Role	Current rate (per fortnight)	Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
First Aid Officer	\$31.78	\$33.05	\$34.31	\$35.48
Fire or Emergency Warden	\$31.78	\$33.05	\$34.31	\$35.48
Health and Safety Representative	\$28.37	\$30.51	\$31.73	\$32.94
Harassment Contact Officer	\$25.06	\$30.51	\$31.73	\$32.94
Mental Health First Aid Officer	N/A	\$30.51	\$31.73	\$32.94

77. The full allowance is payable regardless of flexible work and part-time arrangements.
78. An employee's physical availability to undertake the role will be considered by agencies when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental Health First Aid

Officers and Health and Safety Representatives depending on work group arrangements.

79. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), as varied from time to time, provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

Community language allowance

80. 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.
81. 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
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

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

Section 4: Classifications and broadbands

Graduates

86. The Agency Head may engage a person as a graduate in the Graduate Program in a particular year. Details of the program are outlined in the Graduate Program Policy as amended from time to time.
87. Graduates will be engaged at the APS 3 classification and paid at the minimum pay point, and be included in the Graduate broadband as per clause 89.
88. Progression through the graduate broadband under clause 89 is subject to meeting the requirements of the Graduate Program as outlined in the Graduate Program Policy.

Graduate broadband

89. The Graduate broadband includes the APS3 – APS5 classifications.

Work Level Standards

90. 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

91. 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

92. Where a consultative committee is in place, the agency will report to the agency 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

93. The agency and the APS will comply with the casual conversion provision(s) 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

94. A casual (irregular or intermittent) employee is defined in the definitions section.
95. A decision to expand the use of casual employees is subject to the Consultation clauses at section 10 of this agreement.
96. The agency will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular and intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
97. Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
98. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.
99. 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.
100. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

Non-ongoing employment

101. A non-ongoing employee is defined in the definitions section.
102. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
 - 102.1 personal/carer's leave accrual at clause 231;
 - 102.2 redundancy provisions at clause 478, subject to clause 101.
103. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clause 478 will apply as if the non-ongoing employee was an ongoing employee.
104. If the redundancy provisions apply to an employee under clause 478, the agency must adhere to the consultation requirements at section 10 of this agreement.

Working hours – non-shift workers

105. Full-time employees' ordinary hours are an average of 38 hours per week equivalent to 7 hours and 36 minutes per day. This is a total of 152 hours per four-week settlement period.
106. For non-shift workers, ordinary hours may be worked between 7.00 am to 7.00 pm, Monday to Friday.
107. The pattern of hours by which an employee meets their ordinary hours will be as agreed by the employee's manager with the employee, with regard to the operational needs of the agency and the personal circumstances of the employee. These hours will be within the bandwidth.
108. Standard attendance hours for full-time employees are 7 hours and 36 minutes from 8.30 am to 12.30 pm and 1.30 pm to 5.06 pm, Monday to Friday. Standard attendance hours will apply if an employee and their manager cannot agree on a pattern of hours; or if an employee's manager reasonably considers that the employee's attendance is unsatisfactory.

Shift workers

109. Within the first year of this agreement, the agency will work with staff and the CPSU to undertake a shift roster review in the National Situation Room (NSR).
110. Shift workers' ordinary hours are an average of 38 hours per week equivalent to 7 hours and 36 minutes per day. This is a total of 152 hours per four week settlement period averaged over a period of up to 28 days or the employee's roster cycle (whichever is longer). The ordinary hours must be worked continuously except for breaks.
111. Except at regular changeover of shifts, an employee must not be required to work more than one shift in each 24 hours.
112. Shift rosters must specify the commencing and finishing times of ordinary working hours of the respective shifts.

113. Shift workers can exchange shifts or rostered days off by mutual agreement, with the consent of the Agency Head, and provided that the arrangement does not give any employee an entitlement to an overtime payment.
114. Subject to section 10 of the agreement, changes to rostered hours of duty can be by mutual consent at any time or by amendment of the roster on seven days' notice.
115. In the absence of consent or seven days' notice, employees will be paid the appropriate overtime penalty rates for work outside the previously rostered hours of duty. Payment of penalty rates on this basis will be continued for each changed shift until employees have received seven days' notice of shift change.
116. The penalty rates in clause 159 are not payable where the agency is unable to give seven days' notice because of the unscheduled absence of another employee (for example unscheduled personal leave).
117. Where employees are entitled to a rostered day off, an employee and their manager may agree to alternative rostered days (including taking the time off as part days).

General provisions

118. Non-Executive Level employees are required to record their own working hours, in a manner determined by the Agency Head
119. Employees will not be required to work for more than ten (10) ordinary hours on any day, subject to arrangements being made for shift workers to work more than 10 hours per day in a manner consistent with the APS Award.
120. All employees, including Executive Level employees and shift workers, are not required to work more than five consecutive hours without an unpaid meal break of at least 30 minutes.
121. The Agency Head will arrange for the provision of a meal or reimburse the employee for the cost of a meal where no meal is provided in the following circumstances:
122. where an employee who is entitled to receive overtime payments and who works overtime after the end of ordinary work for the day, to the completion of or beyond a meal period, without a break for a meal;
123. where an employee is required, after the completion of their ordinary hours of work for the day, to perform duty after a break for a meal which occurs after that completion and is not entitled to payment for that break;
124. where an employee is required to perform duty before the commencement of ordinary hours of work, who breaks for a meal and is not entitled to payment for that break; or
125. where an employee is required to perform work on a Saturday, Sunday or Public Holiday, in addition to the employee's normal weekly hours of work, or in the case of a casual employee in addition to the employee's rostered hours of work, extending beyond a meal break and is not entitled to payment for that meal break.
126. The meal periods are:

7.00 am to 9.00 am;
12 noon to 2.00 pm;
6.00 pm to 7.00 pm; and
midnight to 1.00 am.

127. Employees will be entitled to an eight hour break plus reasonable travelling time before commencing work again. Where the Agency Head directs an employee to work outside their agreed pattern of hours, and if the eight hour break occurs during what would have been their standard pattern of hours, the employee will receive their normal salary during that period. Where the Agency Head directs an employee to work outside their agreed pattern of hours and an eight hour break is not possible due to operational requirements, the employee will be paid for subsequent periods of work at the overtime rate of double time until the employee has taken an eight hour break.

Flex for APS 1-6 classifications levels or equivalent

128. Flex time is a system of flexible working hours which enables employees and the Agency Head to vary working hours, patterns and arrangements to provide maximum organisational flexibility that benefits employees and the agency. Employees at or below the APS 6 level or equivalent, including part-time employees (but excluding casual employees and shift workers), can access flex time.
129. When an employee works more than their standard hours within the bandwidth, they will accumulate a flex credit, and when an employee works less than their standard hours within the bandwidth, they will incur a flex debit.
130. Flex will be credited or debited on a one-for-one basis (i.e. one hour worked in addition to the employee's ordinary hours will result in one hour of flex credit).
131. An employee may carry a maximum flex debit of one day and a maximum flex credit of three days (based on the employee's ordinary hours of work) into the next settlement period. A settlement period is a four week period.
132. An APS Level employee who is required at the request of the Agency Head to undertake duties outside of the bandwidth will be eligible to receive overtime in accordance with clauses 142 to 146.

Executive Level Time Off in Lieu (EL TOIL)

133. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
134. 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.
135. 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.

136. 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.
137. 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.
138. 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.
139. 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.
140. EL employees are not eligible for overtime payments except in exceptional circumstances as determined by the Agency Head.

Overtime and restriction

141. An employee may be called for duty at any time, provided the hours are reasonable, in accordance with section 62 of the Fair Work Act 2009. In accordance with section 62 of the Fair Work Act 2009, an employee may refuse to work additional hours if they are unreasonable. Overtime is to be worked by prior direction by the Agency Head or, if circumstances do not permit prior direction, subsequent approval in writing.

Overtime – non shift workers

142. A full-time APS level employee will be entitled to overtime if the employee is directed to perform work:
 - a. Monday to Friday, outside the bandwidth;
 - b. Monday to Friday, during the bandwidth but beyond their standard pattern of ordinary hours for that day; or
 - c. on a Saturday, Sunday or a public holiday.
143. A part-time APS level employee will be entitled to overtime if the employee is directed to perform work:
 - a. which is not continuous with the employee's agreed pattern of ordinary hours of work;
 - b. which is continuous with an employee's agreed pattern of ordinary hours of work and, in whole or in part, falls outside the bandwidth, where the employee has completed their agreed ordinary hours of duty on that day;
 - c. which is continuous with an employee's agreed pattern of ordinary hours of work, and falls wholly outside the bandwidth and exceeds, in any one week, that employee's

prescribed weekly ordinary hours of work.

144. A casual APS Level employee will be entitled to overtime, but not casual loading, if the casual employee is directed to perform work:
- a. on Monday to Friday, outside the bandwidth;
 - b. on a Saturday, Sunday or a public holiday; or
 - c. in excess of 38 hours in a week.
145. Overtime will include payment for reasonable travelling time to and from work where the overtime is not continuous with an employee's ordinary duty. Overtime is not paid for other periods of travel, including official travel for business purposes.
146. Overtime will be paid on the following basis:

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

Overtime – shift workers

147. Full time APS level shift workers will be entitled to overtime when their work:
- a. is performed on any day which is outside the normal rostered ordinary hours of duty on that day; or
 - b. is performed in excess of the weekly hours of ordinary duty, or an average of the weekly hours of ordinary duty over a cycle of shifts.
148. Part time APS level shift workers will be entitled to overtime when their work:
- a. is performed on any day beyond the normal rostered hours of duty on that day; and
 - b. is performed in excess of the employee's prescribed weekly ordinary hours.
149. Casual APS level shift workers will be entitled to overtime but not casual loading where their work is performed:

- a. on any day beyond the normal rostered hours of duty on that day; or
- b. in excess of 38 hours in a week or an average of 38 hours per week over a cycle of shifts.

150. Where a shift worker works overtime, they are entitled to the following overtime rates:

For overtime worked on	Overtime rate
Monday to Friday – first 3 hours	150%
Monday to Friday – after 3 hours	200%
Saturday and Sunday – all day	200%
Public Holiday or Additional Holiday – all day	250%

151. Where a casual APS level shift worker works overtime, the agency must pay to the employee the higher of:

- a. the overtime rate outlined at clause 150; or
- b. the irregular or intermittent penalty rate outlined at clause 159.

152. The emergency duty provisions outlined in this agreement will not apply to shift worker employees whose work for the day is varied by alteration of the commencement of the scheduled shift to meet an emergency. For the purposes of this clause, an emergency is something that is urgent, unforeseen and poses an imminent risk to health, life, property or the environment and requires immediate action.

153. Overtime will include payment for reasonable travelling time to and from work where the overtime is not continuous with an employee’s ordinary duty. Overtime is not paid for other periods of travel, including official travel for business purposes.

Minimum overtime payments

154. For the purposes of the overtime provisions:

- a. subject to clauses 154b and 154c, where an eligible employee works less than one hour of overtime from home, a minimum payment of one hour will be made. After the first hour, if less than a whole hour is worked, payment will be calculated by rounding up to the nearest hour;
- b. a minimum payment of four hours will apply when the employee is required to return to the workplace after leaving their place of work;
- c. if employees are undertaking an emergency duty or a restriction duty, they are entitled to the minimum payments set out in clauses 163 and 167;

- d. where more than one attendance is involved, the minimum overtime payment provision will not operate to increase an employee's overtime remuneration beyond the amount which would have been received had the employee remained on duty from the commencing time of duty on one attendance to the ceasing time of duty on a following attendance; and
- e. where an overtime attendance, not continuous with an employee's agreed pattern of ordinary hours of work, involves duty both before and after midnight, the minimum payment provisions of this subclause will be satisfied when the total payment for the whole of the attendance equals or exceeds the minimum payment applicable to one day. Where a higher overtime rate applies on one of the days, the minimum payment will be calculated at the higher rate.

Absence from duty instead of overtime

- 155. An employee and the Agency Head may agree that the employee be granted time off-in lieu instead of receiving an overtime payment.
- 156. Where time off in lieu of a payment has been agreed, and the employee has not been granted that time off within four weeks, or another agreed period, due to operational requirements, payment of the original entitlement will be made.
- 157. Where an employee performs a full day's duty on Sunday, in addition to their prescribed ordinary hours of work for the week, the employee will, wherever practicable, be granted a day off during the following week. Where this occurs, an employee who is eligible for the payment of overtime will be paid for the day off as well as overtime at the appropriate rate.

Shift work

Penalty rates for shift workers

- 158. Shift penalty payments will not be taken into account when calculating overtime or in calculating any allowance based on salary. Additionally, in the calculation of penalty rates, an employee's ordinary salary will include any higher duties allowances for the shift.
- 159. A shift worker will be entitled to be paid the following penalty rates for all ordinary hours worked by the shift worker during the below periods:

Ordinary hours worked		Penalty rate	Irregular or intermittent penalty payment
Ordinary hours – no penalty rate	See clause 107	Ordinary hourly rate (100%)	Ordinary hourly rate plus irregular or intermittent loading 125%

Partial Night	Where any part of the shift falls between 6:00 pm and 6:30 am	115%	140%
Whole Night	Where shifts falls wholly within the period 6:00 pm and 8:00 am	117%	142%
Continuous Night	Where shifts falls wholly within the period 6:00 pm and 8:00 am and are worked for a period exceeding four (4) weeks	130%	155%

Saturday	All hours	150%	175%
Sunday	All hours	200%	225%
Public Holiday	All hours	250%	275%

160. The Saturday, Sunday, and Public Holiday or Additional Holiday penalty rates are in substitution for, and not cumulative upon, the Night or Continuous Night penalty rates.

Part time shift workers

161. Part-time shift workers will be entitled to the Continuous Night penalty rate only where:
- a. the employee's rostered ordinary duty involves working no fewer shifts each week, or no fewer shifts a week on average over the shift cycle than an equivalent full-time employee; and
 - b. the shift worked by a part-time employee is part of a full-time shift and the full-time shift falls wholly within the hours of 6:00 pm and 8:00 am.

Averaging shift penalties

162. The Agency Head and affected employees may agree that shift penalties calculated under clause 157 be averaged over an agreed cycle.

Emergency duty

163. Where an APS level 1-6 employee is directed to work to meet an emergency at a time when the employee would not ordinarily have been on duty, and no notice of such call was given to the employee prior to ceasing ordinary hours of work, the employee will be paid for such emergency duty at the rate of double time (200%). The time for which payment will be made will include time necessarily spent travelling to and from duty. The minimum payment will be two hours at double time. For the purposes of this clause, an emergency is something that is urgent, unforeseen and poses an imminent risk to health, life, property or the environment and requires immediate action.
164. Clause 163 does not apply to shift workers whose duty for the day is varied by alteration of the commencement of the scheduled shift to meet an emergency.

Restriction duty

165. An employee may be directed to be contactable and to be available to perform extra duty outside of the employee's ordinary hours of work, subject to payment under this clause.
166. Payment will be subject to the following conditions:
- a. except with the approval of the Agency Head, an Executive Level employee will not be eligible to receive payment;
 - b. the restriction situation will be imposed by the prior written direction of the Agency Head or will be subsequently approved in writing by the Agency Head where the circumstances did not permit prior direction; and
 - c. the provisions regarding Emergency Duty will not apply where an employee is recalled to duty while restricted.
167. Subject to the requirements in clause 166 being met, an employee who is required to remain contactable and available to perform extra duty outside an employee's ordinary hours of duty must be paid an allowance at the following rates:
- a. at a rate of 7.5% of the employee's hourly rate of salary for each hour restricted Monday to Friday;
 - b. at a rate of 10% of the employee's hourly rate of salary for each hour restricted Saturday and Sunday; or
 - c. at a rate of 15% of the employee's hourly rate of salary for each hour restricted on public holidays or additional holidays.
168. An employee's salary for the purpose of calculation of the allowance under clause 167 must include higher duties allowance and any other allowances in the nature of salary, being an allowance applicable to the employee during a period of annual leave.
169. Where approval has been made for payment under clause 167 to an EL employee, the payment will be equivalent to the rate payable at the executive level.

170. The allowance will be payable for each hour or part hour the employee is restricted outside the employee's ordinary hours of work.
171. Any part of a period of restriction for which the employee receives another payment (for example an overtime payment) will not be included for calculating payments under clause 167.
172. Where an employee who has been restricted is required to perform duty, but is not required to be recalled to the workplace, overtime payment will may be made, subject to a one hour minimum payment.
173. Where an employee who has been restricted outside the employee's ordinary hours of work is recalled to duty at a place of work, payment in accordance with the relevant overtime provisions will be made subject to a three hour minimum payment and will include travel time to and from the place of work.
174. Notwithstanding these provisions, where an employee is placed in a restriction situation outside of the employee's ordinary hours of duty, the employee may be paid at an alternative rate having regard to the circumstances of the restriction situation, at the discretion of the Agency Head.

Flexible working arrangements

175. The agency, employees and their union recognise:
- 175.1 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;
 - 175.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
 - 175.3 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;
 - 175.4 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
 - 175.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
176. 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 an agency consultative committee.
177. 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

178. The following provisions do not diminish an employee's entitlement under the NES.
179. An employee may make a request for a formal flexible working arrangement.
180. The request must:
- 180.1 be in writing;
 - 180.2 set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - 180.3 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.
181. The Agency Head must provide a written response to a request within 21 days of receiving the request.
182. The response must:
- 182.1 state that the Agency Head approves the request and provide the relevant detail in clause 180 or

- 182.2 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
- 182.3 state that the Agency Head refuses the request and include the following matters:
 - 182.3.1 details of the reasons for the refusal; and
 - 182.3.2 set out the agency's particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - 182.3.3 either:
 - 182.3.3.1 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
 - 182.3.3.2 state that there are no such changes; and
 - 182.3.4 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 sections 65B and 65C of the FW Act.
- 183. 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:
 - 183.1 any security and work health and safety requirements;
 - 183.2 a review date; and
 - 183.3 the cost of establishment (if any).
- 184. The Agency Head may refuse to approve the request only if:
 - 184.1 the agency has discussed the request with the employee; and
 - 184.2 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
 - 184.3 the agency and the employee have not reached such an agreement; and
 - 184.4 the agency has had regard to the consequences of the refusal for the employee; and
 - 184.5 the refusal is on reasonable business grounds.
- 185. Reasonable business grounds include, but are not limited to:
 - 185.1 the new working arrangements requested would be too costly for the agency;
 - 185.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;

- 185.3 it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
 - 185.4 the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
 - 185.5 the new working arrangements requested would be likely to have a significant negative impact on customer service; and
 - 185.6 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.
186. For First Nations employees, the agency must consider connection to country and cultural obligations in responding to requests for altering the location of work.
187. 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

188. An employee may request to vary an approved flexible working arrangement in accordance with clause 180. An employee may request to pause or terminate an approved flexible working arrangement.
189. The Agency Head may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 185.
190. 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.
191. Prior to the Agency Head varying, pausing or terminating the arrangement under clause 189, the agency must have:
- 191.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
 - 191.2 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);
 - 191.3 had regard to the consequences of the variation, pause or termination for the employee;
 - 191.4 ensured the variation, pause or termination is on reasonable business grounds; and
 - 191.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 185.

Working from home

192. 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.
193. The agency may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
194. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
195. The agency will provide employees with guidance on working from home safely.
196. 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

197. 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.
198. Employees should, where practicable, make the request in writing and provide as much notice as possible.
199. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 180-185.
200. 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.
201. 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

202. 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 and job sharing

203. Employees who job share will be classed as part-time employees. All part-time and job share working arrangements will be subject to agreement by the employee(s) and the Agency Head. A formal review to determine the suitability of continuing the part-time arrangement will be conducted on an annual basis between the employee and the Agency Head.

204. Remuneration and other employment conditions are calculated on a pro-rata basis for part-time employees. For reimbursable allowances or expenses, part-time employees receive the same amount as full-time employees.
205. All requests for part-time and job share arrangements will be considered on a case-by-case basis and in light of operational requirements.
206. A part-time employee will normally be required to work at least three hours on their nominated workdays, unless an alternative period is agreed between the Agency Head and the employee, and will be continuous on any day.
207. Before part-time duty commences, the Agency Head will issue a notice in writing to the employee which will specify:
 - a. the prescribed weekly hours of duty; and
 - b. the pattern of hours to be worked including starting and finishing times for employees other than shift workers, on each or any day of the week, Monday to Friday, within the bandwidth.
208. Any variations to the arrangements will be agreed in writing.
209. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
210. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
211. A part-time employee (who was previously engaged as a full-time employee) may revert to full-time if the Agency Head agrees. This will be subject to operational requirements of the agency.

Christmas closedown

212. The agency ceases normal operations from the close of business on the last working day before Christmas Day, recommencing on the first working day after New Year's Day.
213. Employees will be provided with time off for the ordinary working days between Christmas Day and New Year's Day (without deduction of annual leave) and will be paid in accordance with their ordinary hours of work.
214. All employees who are required to work on an ordinary working day between Christmas Day and New Year's Day will receive payment at the Public Holiday rates for all hours worked on that day, including overtime where applicable in accordance with the relevant clauses of this agreement. An Executive Level employee will be eligible for time off in lieu (TOIL) calculated at double time and a half.

Public holidays

215. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:

- 215.1 1 January (New Year's Day);
 - 215.2 26 January (Australia Day);
 - 215.3 Good Friday and the following Monday;
 - 215.4 25 April (Anzac Day);
 - 215.5 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);
 - 215.6 25 December (Christmas Day);
 - 215.7 26 December (Boxing Day); and
 - 215.8 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.
216. 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.
217. 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.
218. 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.
219. 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.
220. 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.)
221. 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 215.1 to 215.8.
222. 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.

223. 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.
224. An employee may refuse, on reasonable grounds, a request to work on a public holiday.
225. Where an employee works on a public holiday or substituted public holiday the minimum payment payable is four hours.
226. Where, in a cycle of shifts on a regular roster, a shift worker is required to perform rostered work on each of the days of the week, that employee will, in respect of a public holiday which occurs on a day on which the employee is rostered off work, be granted a day's leave in lieu of that holiday. Subject to operational requirements and the discretion of the Agency Head the day's leave will be granted within one month after the public holiday. If a day of leave in lieu is not practicable, one day of pay at ordinary rates will be paid.

Section 6: Leave

Annual leave

227. Employees (other than casual employees) are entitled to 4 weeks (20 days) paid annual leave per year of service, accruing daily, credited monthly. Annual leave for part-time employees accrues on a pro-rata basis.
228. A full time shift worker is also entitled to an additional half a day paid annual leave for each Sunday rostered, up to a maximum of five days a year. For the purposes of this clause, a rostered overtime shift of three (3) hours or more which commences or ceases on a Sunday will count in the calculation.
229. Annual leave may be taken at half pay. However, unless approved by the Agency Head, it may not be taken at half pay where the employee has an excess leave balance.
230. Excess leave will be managed in accordance with policy.
231. Where annual leave is cancelled or the employee is recalled to duty, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.
232. Employees will receive payment in lieu of any untaken annual leave upon separation from the APS.

Cash out of annual leave

233. An employee may elect to cash out an amount of accrued annual leave provided that:
 - a. the employee has taken a minimum of 2 weeks of annual leave or long service leave during the preceding 12 month period, unless otherwise determined by the Agency Head;
 - b. the employee gives written notice of the election to cash out the amount of annual leave;
 - c. the employee's remaining accrued entitlement to annual leave will not be less than 4 weeks; and
 - d. the employee must be paid at least the full amount that would have been payable to the employee had the leave been taken.

Purchased leave

234. The Agency Head may approve an application from an employee to purchase up to eight weeks' (40 days) additional leave within a 12 month period.

Payment of accrued leave

235. An employee on annual leave will, for the period of the annual leave, be paid at the employee's ordinary hourly rate inclusive of any allowances they would have otherwise received had they not been on leave other than disability and expense based allowances.
236. A shift worker on approved annual leave will, for the period of the annual leave, receive shift penalty payments in relation to any shifts the employee would have worked if the employee was not on approved annual leave.

Personal/carer's leave

237. An employee, other than a casual employee, accrues 18 days of paid personal leave for each completed year of service with the agency, accruing daily and credited monthly.
238. Personal/carer's leave for part-time employees accrues on a pro-rata basis.
239. For an ongoing employee, 18 days personal/carer's leave will be credited upon the employee's commencement with the agency. After 12 months, the employee's leave will accrue daily, credited at least monthly.
240. 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 daily, credited at least monthly.
241. 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.

Usage

242. Employees may take Personal/carer's leave for a full or part day at full or half pay:
 - a. due to personal illness or injury;
 - b. to attend appointments with a registered health practitioner;
 - c. to manage a chronic condition; and/or
 - d. to provide care or support for a family member (including a household member) or a person they have caring responsibilities for; because of:
 - i. a personal illness or injury affecting the person; or
 - ii. an unexpected emergency affecting the other person.

Carers

243. A person that an employee has caring responsibilities for may include a person who needs care because they:
 - a. have a medical condition, including when they are in hospital;
 - b. have a mental illness;

- c. have a disability;
- d. are frail or aged; and/or
- e. are a child, not limited to a child of the employee.

Evidence

244. Evidence that personal leave was taken for a reason in clause 242 or 243 may be requested after:

- a. more than 3 consecutive days of absence on personal/carer's leave; and
- b. more than 8 days without evidence in a calendar year.

Acceptable evidence includes:

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

245. 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.

Portability of leave

246. 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.

247. 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.

248. 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.

249. 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.

250. Where a person is engaged as an ongoing employee in the agency, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 2), the Agency Head will offer to 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.

251. 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.

252. For the purposes of clauses 246 to 251, an employee with a break in service of less than 2 months is considered to have continuity of service.

Re-crediting of leave

253. When an employee is on:

- 253.1 annual leave;
- 253.2 purchased leave;
- 253.3 defence reservist leave;
- 253.4 First Nations ceremonial leave;
- 253.5 NAIDOC leave;
- 253.6 cultural leave; or
- 253.7 long service leave; and

becomes eligible for, under legislation or this agreement:

- 253.8 personal/carer's leave;
 - 253.9 compassionate or bereavement leave;
 - 253.10 jury duty;
 - 253.11 emergency services leave;
 - 253.12 leave to attend to family and domestic violence circumstances; or
 - 253.13 parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;
- the affected period of leave will be re-credited.

254. 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.

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

Long service leave

256. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
257. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at clause 247 of this agreement.

Miscellaneous leave

258. The Agency Head may grant employees, miscellaneous leave with or without pay for a purpose not provided for elsewhere in this agreement. Unless otherwise determined by the Agency Head:
- a. a period of miscellaneous leave with pay will count as service for any purpose;
 - b. except for the purpose of long service leave accruals, a period or cumulative periods of miscellaneous leave without pay which exceed 30 days within a 12 month period will not count as service for any purpose unless required by legislation; and
 - c. any periods of miscellaneous leave without pay will count (or not count) as service for the purposes of long service leave accruals in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
259. Casual employees may be granted paid miscellaneous leave for family and domestic violence support and otherwise by Government directive. Applications for miscellaneous leave are considered subject to the operational requirements of the agency and on a case by case basis. Appropriate supporting evidence, relevant to the request, is to be provided with the application.
260. Unless the Agency Head determines otherwise, miscellaneous leave without pay will not be granted until all forms of appropriate paid leave are exhausted.
261. The Agency Head may grant an employee one day of miscellaneous leave with pay and a reasonable amount of leave without pay to undertake volunteer or community service work.

Cultural, ceremonial and NAIDOC leave

NAIDOC leave

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

First Nations ceremonial leave

264. 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.
265. The Agency Head may grant up to two (2) months' unpaid leave and/or approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
266. First Nations ceremonial leave can be taken as part days.
267. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

268. 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 employees' particular faith or culture.
269. The Agency Head may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
270. Cultural leave can be taken as part days.
271. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clauses 262-267.
272. The Agency Head may grant up to a total of two (2) months' leave without pay each financial year to fulfil cultural obligations

Parental leave

273. 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.
274. 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.
275. 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.
276. 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

277. An employee is entitled to parental leave with pay as per clauses 279 and 280 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.
278. 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 279 and 280 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 employer is less than the limits specified in clauses 279 and 280 the balance is available to the employee.

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

Table 1: Primary caregivers - circumstances for paid parental leave

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

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

Table 2: Secondary caregivers - circumstances for paid parental leave

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

281. **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.
282. **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.
283. **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

284. 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:
- 284.1 is under 16 as at the day (or expected day) of placement;
 - 284.2 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
 - 284.3 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
285. 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.

Return from Parental Leave

On return from an initial period up to 24 months' parental leave, an employee is entitled to return to:

- a. the employee's pre-parental leave position on the same employment and attendance basis prior to the leave; or
- b. if the position no longer exists – an available position for which the employee is qualified and suited nearest in employment status and pay to the pre-parental leave position.

Stillbirth

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

Pregnancy loss leave

288. 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.
289. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

Premature birth leave

290. 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

291. 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 290 until after the legislated paid maternity leave is used.

Compassionate leave

292. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- 292.1 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
 - 292.2 the employee or their partner has a miscarriage.
293. An employee may be asked to provide evidence to support their absences on compassionate leave.
294. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
295. For casual employees, compassionate leave is unpaid.

Bereavement leave

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

Sabbatical leave

300. Where an ongoing employee has completed at least 2 years of continuous employment with the agency, they may apply to the Agency Head for access to sabbatical leave.
301. Sabbatical leave is a flexible arrangement consisting of a 4 year continuous work period followed by a one year period of leave, with salary spread over the 5 years. An Employee whose sabbatical leave application is approved receives one year's sabbatical leave by agreeing to forgo 20 per cent of their eligible salary on each payday in each of the 4 years immediately prior to going on one year's sabbatical leave.
302. If an employee does not use all or part of the sabbatical leave within a one year period, the employee will be refunded the cost of the leave not taken at the rate it was purchased, as a lump sum.
303. An employee accessing sabbatical leave cannot also apply for purchased leave under clause 234 of this agreement.
304. Sabbatical leave counts as service for all purposes.

Emergency response leave

305. 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:
 - 305.1 the time engaged in the activity;
 - 305.2 reasonable travelling time; and
 - 305.3 reasonable recovery time.
306. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at full rate of pay per year if required. The Agency Head may provide additional emergency response leave with pay.
 - 306.1 For the purpose of this clause, full rate of pay is to be as if the employee was at work.
307. Paid leave may be refused where the employee's role is essential to the agency's response to the emergency.
308. 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.
309. The Agency Head may approve reasonable paid or unpaid leave for ceremonial duties and training.
310. Emergency response leave, with or without pay, will count as service.

Jury duty

311. 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.
312. Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.
- 312.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
313. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
314. 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 for the period of absence. This will be administered in accordance with the overpayments clause.

Volunteer leave

315. Employees may access paid volunteer leave. The agency's policy on volunteer leave provides further details. Additional matters regarding volunteer leave are set out in the Agency's leave policy.

Defence reservist leave

316. The Agency Head will give an employee leave with or without pay to undertake:
- 316.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
- 316.2 Australian Defence Force Cadet obligations.
317. An employee who is a Defence Reservist can take leave with pay for:
- 317.1 up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
- 317.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
318. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
319. 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:
- 319.1 Australian Navy Cadets;
- 319.2 Australian Army Cadets; and

319.3 Australian Air Force Cadets.

- 320. In addition to the entitlement at clause 317 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.
- 321. Paid defence reservist leave counts for service.
- 322. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- 323. Unpaid leave taken over 6 month's counts as service, except for annual leave.
- 324. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

Defence service sick leave

- 325. 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:
 - 325.1 war like service; or
 - 325.2 non-war like service.
- 326. An eligible employee can get 2 types of credits:
 - 326.1 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:
 - 326.1.1 they start employment with the APS; or
 - 326.1.2 DVA certifies the condition; and
 - 326.2 an annual credit of 3 weeks (15 days) defence service sick leave (pro-rata for part-time employees).
- 327. 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.
- 328. Unused annual credits can be built up to 9 weeks.
- 329. An employee cannot use annual credits until the initial credit is exhausted.
- 330. Defence service sick leave is paid and counts as service for all purposes.

Leave to attend proceedings

- 331. 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.

332. An employee who is not covered under clause 331, 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.
333. 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.
334. 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.

Leave of absence to attend courses

335. To assist in the resolution of disputes in the agency, an employee representative (as defined in clause 5), may be granted a leave of absence to attend short courses conducted by a recognised training provider which are specifically directed towards effective dispute resolution. The grant of leave will be subject to the operating requirements of the agency.
336. The specific training course will be agreed between the Agency Head and the individual employee.
337. An employee representative granted leave of absence under clause 335 will not suffer any loss of pay.

Unauthorised absence

338. If an employee is unexpectedly unable to attend work, the employee or their representative should make a reasonable effort to notify the relevant manager within 2 hours after their usual starting time.
339. If an employee is absent from work without approval, all pay and other benefits provided under this agreement will cease to be available until the employee resumes work, is granted leave or has their employment terminated. A period of unauthorised absence does not count as service for any purpose.

Section 7: Employee support and workplace culture

Blood donation

340. 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.
341. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

Vaccinations

342. The agency will offer annual influenza vaccinations at no cost to all employees.
343. 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.

Employee Assistance Program

344. 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

345. 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.
346. 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

347. 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

348. The agency will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
349. The agency recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
350. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.
351. 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:
 - 351.1 illness or injury affecting the employee resulting from family and domestic violence;
 - 351.2 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;
 - 351.3 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;
 - 351.4 making arrangements for the employee's safety, or the safety of a close relative;
 - 351.5 accessing alternative accommodation;
 - 351.6 accessing police services;
 - 351.7 attending court hearings;
 - 351.8 attending counselling; and
 - 351.9 attending appointments with medical, financial or legal professionals.
352. 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.
353. 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.
354. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
355. 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.
356. 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.
357. 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.

358. 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.
359. 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.
360. Where the agency needs to disclose confidential information for purposes identified in clause 359, where it is possible the agency will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
361. 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.
362. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
363. 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.
364. 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

365. 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.
366. 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.
367. Employees can, during their ordinary work hours, take time to:
 - 367.1 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
 - 367.2 attend agency mandated training about integrity.

First Nations cultural competency training

368. 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.
369. 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

370. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
371. The agency will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 370. In considering whether a space is appropriate, an agency should consider whether:
- 371.1 there is access to refrigeration;
 - 371.2 the space is lockable; and
 - 371.3 there are facilities needed for expressing, such as appropriate seating.
372. 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.
373. 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.
374. 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.
375. Further information is available in policy.

Disaster support

376. 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.
377. 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.

378. 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

Probation

379. A newly engaged APS employee with the exception of a casual employee will be required to undertake a probationary period up to six months from the date of commencement of employment with the agency.

Performance Management

380. The performance management process provides employees, supervisors and their managers the opportunity to discuss and agree to key job responsibilities and deliverables, and to identify development requirements to perform their duties or for their own career development. All employees excluding casuals are required to participate in the performance management and development process.
381. The performance management process within the agency will be based on the principles of equity, transparency, natural justice and procedural fairness and will be aimed at supporting and improving performance.
382. If an employee's performance is not effective, they will be supported to improve their performance. Employees may elect to be represented in relation to an employee's performance.

Workloads

383. 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.
384. 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.
385. 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 employees' workloads and priorities, and determine appropriate strategies to manage the impact on the employee or group of employees.

Study assistance

386. Employees who undertake accredited study relevant to the work of the agency and/or the broader APS may be eligible for:
- a. reimbursement of up to \$3,000 per financial year for approved course fees on successful completion of the approved course work; and/or
 - b. paid study leave of up to 7 hours, 36 minutes per week during specific periods of study; or
 - c. paid study leave of up to 16 hours per week for First Nations peoples and people with special needs.

Learning and development

387. Employees and their managers are jointly responsible for identifying capability needs and opportunities that meet the personal development needs of the individual and the operational/business needs of the Agency.

Section 9: Travel and location-based conditions

Travel assistance

388. Where the Agency Head requires an employee to travel, the agency will meet the reasonable costs of travelling, accommodation, meals and other incidental expenses. If an allowance is paid, it will be no less than the rates set by the Australian Taxation Office as amended from time to time. Where practicable, any allowance will be paid in advance of undertaking the travel. An allowance is not payable under this clause if expenses are paid for by the agency.
389. The agency's preferred method of paying travel expenses is through allowances or the use of a travel charge card or other Government credit card where applicable. Additional matters regarding travel assistance are set out in the Agency's Travel policy.
390. The Agency Head may authorise the payment of airline lounge membership fees for an employee who needs access to an airline lounge for work purposes. Other employees may purchase a membership at the agency's discounted corporate rate.

Travel to airport in urban location

391. An employee who travels to an airport in an urban work location to perform:
- a. duty as ordinary time or overtime which commences or ceases between 7.00 pm and 7.00 am; or
 - b. overtime where the employee has been recalled after leaving the airport at the conclusion of their ordinary hours, will be entitled to an allowance of \$7.68 in respect of each continuous period of duty.

Excess travel time

392. Where an employee is directed to work temporarily at a location other than their usual place of work, and as a result spends more time travelling to their temporary place of work than they spent travelling to their usual place of work, they will be entitled to the payment for the excess travel time or time off in lieu during normal hours of duty for that time subject to:
- a. the employee's salary not exceeding the rate for an APS Level 4;
 - b. the additional travel time being at least 30 minutes in travel per day, or two and one half hours in any fortnight; and
 - c. the payment not exceeding five hours in any one day.
393. The rate of payment will be ordinary time on Mondays to Saturdays and time and a half on Sundays and Public Holidays.
394. Payment of salary will include any higher duties allowance.

395. Where an employee's usual place of work is variable within a specified district, the Agency Head will determine the usual place of work. In this case, a minimum of 20 minutes travelling time each way will apply where an employee is directed to work at another location before an employee is entitled to payment for the excess travel time.
396. An employee working temporarily at a location other than their usual place of work, and who as a result incurs costs greater than the cost of travelling to and from their usual place of work, will be entitled to the reimbursement of excess fares as long as they are not in receipt of travelling allowance or have been notified in writing that they will be permanently relocated to that place of work. The payment of excess fares to an employee based at home will be calculated from the employee's office-based site.

Motor vehicle allowance

397. The Agency Head may approve an employee to use a private vehicle for official purposes where the Agency Head considers that this will result in greater efficiency or involve less expense for the agency. If an allowance is paid, it will be at the rate set by the Australian Taxation Office (as varied from time to time) and, where practicable, paid in advance of undertaking the travel. An allowance is not payable under this clause if expenses are paid for by the agency.
398. Where an employee is authorised to use a private motor vehicle for the transport or haulage of goods or materials weighing 100 kilograms or more and/or the conveyance of passengers, the costs of which would otherwise be met by the Agency Head, the employee will be paid an additional allowance of \$0.0118 per kilometre.

Relocation assistance

399. 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.
400. Where an employee is required to relocate on engagement with the agency, the employee will be provided with financial relocation assistance.
401. Reasonable expenses associated with the relocation include:
- 401.1 the cost of transport of the employee, dependents and partner by the most economical means;
 - 401.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
 - 401.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
 - 401.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.

402. Additional relocation assistance may be considered at the discretion of the Agency Head.

Remote localities

403. Where at the direction of the Agency Head, an employee (excluding a casual employee) works in a locality that is designated as a remote locality by this agreement or the APS Award, the agency will calculate the employee's entitlement to remote locality assistance under clauses 399-402 of this agreement and the APS Award. For each form of assistance, the employee will be entitled to the more generous of the entitlements under the agreement and the APS Award.

404. Remote locality assistance is not paid pro-rata in respect of part-time employees.

405. Upon commencement of this agreement, a remoteness score will be determined for each locality in which the agency operates by:

- a. calculating the Accessibility/Remoteness Index of Australia Plus (ARIA+) for the locality; and
- b. where applicable, adding an additional score(s) in accordance with the following table:

Number of months per calendar year where the mean average score maximum temperature is:		Additional
Between 30°C and 35°C (based on BoM statistics)		
6 – 9 months		1
10 – 12 months		2
Above 35°C (based on BoM statistics)		
1 – 5 months		1
6 – 9 months		2
10 – 12 months		3

406. For the purposes of this section, a “remote locality” is a locality with a remoteness score of greater than 3.10.

407. If the agency commences operation in a new locality during the life of this agreement, a remoteness score will be calculated for that locality in accordance with clause 405.

Remote locality allowance

408. The remote locality allowance is payable to an employee stationed at a designated remote locality at the direction of the Agency Head as follows:

Total score	Allowance
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	With dependents	Without dependents
Grade A 3.10 – 3.49	\$4,371.32	\$3,308.36
Grade B 3.50 – 7.49	\$8,270.90	\$7,088.46
Grade C 7.50 – 12.49	\$12,760.67	\$8,625.22
Grade D 12.50+	\$16,895.09	\$11,579.26

Remote locality leave fare

409. An employee based in a remote locality at the direction of the Agency Head will accrue an entitlement to a remote locality leave fare on the day the employee commences working at the remote locality. The entitlement to remote locality leave fares will accrue on the anniversary of the employee’s commencement at the remote locality in accordance with the following table:

Grade	Leave fare entitlement
Grades A and B	1 every two years
Grades C and D	1 each year

410. No more than two remote locality leave fares may be held in credit at any one time. Remote locality leave fares cannot be cashed out and cannot be transferred if an employee moves to another location that is not remote. Remote locality leave fares will not be paid out on termination of employment.
411. For the purposes of the remote locality leave fare, employees will be reimbursed for travel undertaken by the employee and each eligible dependant or partner of the employee, up to the lesser amount of:
- return airfare(s) based on the best fare of the day from travel from the designated remote locality to the nearest capital city in that State (with Adelaide being deemed to be the nearest capital city for Northern Territory);
 - return airfare(s) for the actual travel undertaken based on the best fare of the day; or
 - motor vehicle allowance for the car travel undertaken.

(for the purposes of this clause, “best fare of the day” means the ‘best’ fare quoted by the agency’s contracted travel provider for travel after 7:00 am on the day that the employee

undertakes the travel).

412. The Agency Head will approve fares reimbursement for employees and their dependants living in a designated remote locality for up to two student travel concession fares per 12 month period reasonably incurred for return travel by each child from the place where they attend school to the employee's locality.

Additional annual leave for remote localities

413. Employees living in designated remote localities at the request of the agency will accrue additional annual leave as follows:

Grade	Additional days of annual leave per year
Grade A	2
Grade B	3
Grade C	5
Grade D	7

Isolated allowance

414. An allowance is payable to employees to provide assistance to undertake additional commuting as a result of their place of work being located outside of an urban area.
415. Employees will not be eligible for the allowance payment when:
- an employee travels to and from an isolated establishment at the expense of the agency;
 - an employee resides in a dwelling owned or leased by the agency where the dwelling is situated at or in very close proximity to the isolated establishment; or
 - an employee receives any payment of motor vehicle allowance or excess fares under the provisions of this agreement.
416. Where an employee travels to a non-urban work location in order to attend for ordinary work, or in respect of a period of extra duty where the employee has been directed to return to that location, the employee will be entitled to be paid a rate of allowance calculated using the following formula:

Formula: Distance (kms) x Rate (\$0.53 per km) x 2

where: Distance is the shortest distance by road between the non-urban work location and the nearest urban boundary, except where the distance is less than 5 kilometres, in which case the distance will be deemed to be 3.5 kilometres. The payment of Isolated Allowance to an employee based at home will be calculated from the employee's office based site.

417. The following definitions apply for the purposes of this clause:

- a. Urban boundary means the boundary of an urban area as defined by the Australian Bureau of Statistics in the Australian Standard Geographical Classification (ASGC) Section of State (SOS) Structure from time to time.
- b. Non-urban work location means a work location within a “bounded locality” or “rural balance” as classified by the Australian Bureau of Statistics in the Australian Standard Geographical Classification (ASGC) Section of State (SOS) Structure from time to time.

Emergency or compassionate travel – reimbursement of transport costs

418. Emergency or compassionate travel, reimbursement of transport costs where:

- a. an employee or a dependant of an employee is stationed at a remote locality; and
- b. it is necessary for the employee or a dependant of the employee to travel from the locality for medical, dental, specialist or emergency treatment, compassionate reasons (e.g. where a family member becomes critically ill or dies), or other situations approved by the Agency Head, the Agency Head may authorise reimbursement of reasonable costs incurred for return transport by air through the agency’s travel management provider, where possible, or surface travel to the locality:
 - i. where the family member lived before their death if that locality is within Australia or to an international airport in Australia if that locality is outside of Australia;
 - ii. where the family member is ill, provided that a qualified medical practitioner certifies that during a specified period, the family member has been critically ill, if that locality is within Australia or to an international airport in Australia if that locality is outside of Australia; or
 - iii. in relation to a crisis situation.

Disturbance allowance

419. Where the household effects of an eligible employee are removed from one locality to another as a consequence of the employee's relocation at the direction of the Agency Head for a period of 12 months or more, the employee will also be entitled to:

- a. the payment of a single payment of disturbance allowance to offset non-reimbursed costs associated with the removal:

Item	Disturbance allowance	Current rate	Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
1	Employee without dependents or partner	\$689.05	\$716.61	\$743.84	\$769.13

2	Employee with one or more dependents or a partner	\$1,444	\$1,501.76	\$1,558.83	\$1,611.83
3	Additional payment for each payment for each full-time student(s) dependent child(ren)	\$273.59	\$284.53	\$295.34	\$305.38

- b. reimbursement of reasonably incurred costs associated with the connection or reconnection of a telephone service at the new locality if the employee had a telephone service at the previous locality; and
- c. reimbursement of expenses incurred in respect of one motor vehicle owned by the employee for stamp duty on registration, establishment fee for the transfer of the employee's driving licence, and establishment fee for the transfer of the vehicle's registration.

Reunion visits

420. Where an employee:

- a. is required to be absent from the employee's home locality to perform duties for a fixed period, that the Agency Head has certified in writing are critical to the operating efficiency of the agency; and
- b. has dependants and/or a partner residing at the former home locality who have not accompanied the employee, the employee will be entitled to reimbursement for the cost of travel for the purpose of reunion with the dependants and/or the partner. The employee may elect to be reimbursed an amount equal to six reunion visits by economy class return travel by air in any one year commencing on the day that the employee commenced the term transfer. An unused yearly reunion visit entitlement will lapse two years after it has become available.

421. The Agency Head may authorise:

- a. a reunion visit to a place other than the former home locality, provided the employee pays for any difference in fare; and/or
- b. payment of motor vehicle allowance, in lieu of an airfare, where travel is by private motor vehicle, with entitlement to payment of the lesser of the reimbursement of costs reasonably incurred, or the amount the employee would have been reimbursed for travel by air.

Section 10: Consultation, representation and dispute resolution

Consultation

Principles

422. 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.
423. The agency recognises:
- 423.1 the importance of inclusive and respectful consultative arrangements;
 - 423.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions;
 - 423.3 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;
 - 423.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
 - 423.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
424. Genuine and effective consultation involves:
- 424.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
 - 424.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
 - 424.3 considering feedback from employees and the relevant union(s) in the decision-making process; and
 - 424.4 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

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

- 425.3 major change that is likely to have a significant effect on employees;
- 425.4 implementation of decisions that significantly affect employees;
- 425.5 changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
- 425.6 other workplace matters that are likely to significantly or materially impact employees.

426. 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.

427. This clause applies if the agency:

- 427.1 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
- 427.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

428. 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.

429. The agency must recognise the representative if:

- 429.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- 429.2 the employee or employees advise the employer of the identity of the representative.

Major change

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

- 430.1 the termination of the employment of employees; or
- 430.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- 430.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- 430.4 the alteration of hours of work; or
- 430.5 the need to retrain employees; or

- 430.6 the need to relocate employees to another workplace; or
 - 430.7 the restructuring of jobs.
431. The following additional consultation requirements apply to a proposal to introduce a major change referred to in clause 430.
432. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 426.
433. 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.
434. 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.
435. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 430, the agency must:
- 435.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - 435.1.1 the proposed change:
 - 435.1.2 the effect the proposed change is likely to have on the employees; and
 - 435.1.3 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - 435.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - 435.2.1 all relevant information about the proposed change, including the nature of the change proposed; and
 - 435.2.2 information about the expected effects of the proposed change on the employees; and
 - 435.2.3 any other matters likely to affect the employees.
436. 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.
437. 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.
438. 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 430 to 436 are taken not to apply.

Change to regular roster or ordinary hours of work

439. The following additional consultation requirements apply to a proposal to introduce a change referred to in clause 430.

440. The agency must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
441. As soon as practicable after proposing to introduce the change, the agency must:
- 441.1 discuss with employees and the relevant union(s) and/or other recognised representatives:
 - 441.1.1 the proposed introduction of the change; and
 - 441.2 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - 441.2.1 all relevant information about the proposed change, including the nature of the proposed change; and
 - 441.2.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - 441.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - 441.3 invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, the 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.
442. 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

443. 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

444. The Agency Head may establish an agency consultative committee to discuss relevant workplace matters.
445. Agency consultative committees 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

446. 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

447. If a dispute relates to:
- 447.1 a matter arising under the agreement; or
 - 447.2 the National Employment Standards;
- this term sets out procedures to settle the dispute.
448. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
449. 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.
450. 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.
451. 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 450 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
452. The Fair Work Commission may deal with the dispute in 2 stages:
- 452.1 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
 - 452.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - 452.2.1 arbitrate the dispute; and
 - 452.2.2 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 Fair Work 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.*
453. While the parties are attempting to resolve the dispute using the procedures in this term:
- 453.1 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

453.2 subject to 453.1, 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:

453.2.1 the work is not safe; or

453.2.2 applicable work health and safety legislation would not permit the work to be performed; or

453.2.3 the work is not appropriate for the employee to perform; or

453.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.

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

455. Any disputes arising under the NEMA Determination 2022/01 or the National Employment Standards that were formally notified under clause 21-27 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

456. Where the provisions of clauses 451 to 455 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 5, 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 451.

Delegates' rights

457. 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.

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

459. The agency and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

460. The agency respects the role of union delegates to:

460.1 provide information, consult with and seek feedback from employees in the workplace on workplace matters;

460.2 consult with other delegates and union officials, and get advice and assistance from union officials;

460.3 represent the interests of members to the employer and industrial tribunals; and

460.4 represent members at relevant union forums, consultative committees or bargaining.

461. 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.
462. 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.
463. To support the role of union delegates, the agency will, subject to legislative and operational requirements, including privacy and security requirements:
 - 463.1 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;
 - 463.2 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;
 - 463.3 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;
 - 463.4 provide access to new employees as part of induction; and
 - 463.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
464. 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

465. An employee may resign from their employment by giving the Agency Head at least 14 calendar days' notice. An employee with less than 1 year's service may resign from employment at any time by giving a minimum of 1 week's notice in writing to the Agency Head.
466. 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.
467. The Agency Head has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

Termination of employment by the Agency

468. The Agency Head may terminate the employment of an employee for serious misconduct, without notice or payment in lieu of notice of termination in accordance with legislation.

Payment on death of an employee

469. 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.

Management of excess employees

470. The following clauses will apply to any agency employee who is excess to the requirements of the Agency, other than non-ongoing employees or employees on probation.

Workplace support for excess employees

471. An excess employee may request assistance in meeting the cost of reasonable travel and incidental expenses incurred in seeking alternative employment where these are not met by the prospective employer.
472. An excess employee will be entitled to reasonable time off with full pay to attend necessary employment interviews, from the date the period of notice for redundancy commences.

Consultation process

473. Where the Agency Head becomes aware that an employee is potentially excess, the Agency Head will advise the employee in writing, as soon as practicable, that the employee is potentially excess and the reasons why the employee is potentially excess.
474. Within 30 calendar days of the notification in clause 473, the Agency Head will hold discussions with the employee, and the employee's nominated representative (if applicable), to consider:
- a. any measures that could be taken to remove or reduce the likelihood of an employee becoming excess; and
 - b. whether voluntary redundancy (VR), redeployment or re-assignment of duties may be appropriate.

Invitation to other employees to express interest in a voluntary redundancy

475. The Agency Head may, prior to the conclusion of the discussions referred to in clause 474, invite employees who are not potentially excess to express interest in a VR, where this would permit the redeployment of employees who are potentially excess.

Declaration of excess

476. Where an employee has been notified that they are potentially excess and the employee or their nominated representative has declined to participate in a discussion referred to in clause 474, the Agency Head may immediately identify the employee as excess to the requirements of the agency.
477. The Agency Head may identify an employee as excess to the requirements of the Agency 30 days after the employee was notified that they are potentially excess.

Redeployment and re-assignment of duties

478. The Agency Head will take all reasonable steps, including merit based selection, to re-assign the duties of an excess employee at the same level, within the agency, or to assist in the movement of the employee to another APS agency.
479. The agency will consider an excess employee in isolation from other applicants for an ongoing position in the agency at or below the employee's classification level for which the employee has applied.
480. If necessary, employees seeking redeployment may be referred to an APS redeployment program, if redeployment is not readily available in the agency. The agency will meet any costs associated with this referral.
481. An excess employee who:
- a. has declined an offer of VR; or

- b. has not accepted a VR offer within the 30 day consideration period; and
 - c. has not already been referred to a redeployment program, will be immediately referred to a redeployment program/s and commence a retention period in accordance with clause 489.
482. If an employee was referred to a redeployment program prior to having been made an offer of VR and the employee has not been successfully redeployed to an ongoing position within two months, the employee will be offered a VR.

Voluntary redundancy

Period of consideration

483. An employee who has been advised that they are excess and who is not seeking redeployment will be made only one offer of VR in respect of any single redundancy situation, and will be given 30 days in which to consider the offer commencing on the day after the offer is made.

Offer of voluntary redundancy

484. When an employee is invited to accept a VR, or has been notified in writing that they are potentially excess, they will be given information on the:
- a. amount of their severance pay and the indicative value of the balance of any annual leave and long service leave credits;
 - b. details regarding superannuation entitlements;
 - c. likely taxation rules applying to the various payments;
 - d. the length of notice the employee is entitled to; and
 - e. availability of career advisory services.
485. The agency will reimburse an employee considering a VR up to \$500 (plus GST) for financial advice obtained from a registered financial adviser prior to making a decision to formally accept the offer of a VR.

Period of notice

486. Upon receipt of the acceptance of an offer of VR, the Agency Head will issue the employee with a notice of termination under section 29 of the *Public Service Act 1999*.
487. The employee will be provided with four weeks' notice (five weeks for an employee over 45 years of age with at least five years of continuous service) prior to the termination of their employment. The notice period will commence on the day after the employee is issued with a notice of termination under section 29 of the *Public Service Act 1999*.
488. Where an employee requests, and the Agency Head agrees, or where the Agency Head directs an earlier termination date within the notice period, the employee's employment will be

terminated under section 29 of the *Public Service Act 1999* on that date. The employee will receive payment in lieu of notice for the unexpired portion of the notice period on the basis of:

- a. the employee's current ordinary hours of work;
- b. the amounts payable to the employee in respect of those hours, e.g. allowances; and
- c. any other payments under the employee's contract of employment except for accruals that would have occurred had the person remained as an employee during the relevant notice period.

Severance benefit – recognition of service

489. An employee who accepts a VR and whose employment is terminated by the Agency Head under section 29 of the *Public Service Act 1999* on the grounds that they are excess to requirements is entitled to two 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.
490. The minimum amount payable will be four weeks' salary and the maximum will be 48 weeks' salary, subject to any minimum amount the employee is entitled to under section 119 of the *Fair Work Act 2009*.
491. Severance payments involving part-time employees will be calculated on a pro-rata basis for any period where they have worked part-time hours during their period of service and where they have less than the equivalent of 24 years' full-time service.
492. Service for severance pay purposes means:
 - a. service in the agency;
 - b. Government service' as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - c. service with the Commonwealth (other than service with a joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
 - d. service with the Australian Defence Force;
 - e. APS service immediately preceding deemed resignation under the repealed section 49 of the repealed *Public Service Act 1922* if the service has not previously been recognised for severance pay purposes; and
 - f. service in another organisation where the employee was moved from the APS to give effect to an administrative re-arrangement; or an employee of that organisation is engaged as an APS employee as a result of an administrative rearrangement, and such service is recognised for long service leave purposes.

493. For earlier periods of service to count as severance pay, there must be no breaks between periods of service, except where:
- a. the break in service is less than 1 month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
 - b. the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.

Severance benefit – rate of payment

494. Salary for severance pay purposes will include:
- a. the employee's substantive salary adjusted on a pro-rata basis for periods of part-time service;
 - b. higher duties allowance for performance of duties at a higher classification level where the employee has been performing duties and continues to perform duties at the higher classification level for a continuous period of at least 12 months immediately prior to the date on which the employee was given notice of termination of employment;
 - c. other allowances in the nature of salary which have been paid to the employee on a regular basis and have continued to be paid during periods of annual leave, excluding allowances which are a reimbursement for expenses incurred; and
 - d. shift penalties where the employee has undertaken shift work and is entitled to shift penalties for 50% or more of the pay periods in the 12 months preceding the date on which the employee is given notice of termination. The employee is entitled to have the weekly average of the penalties payable over the 12 months immediately preceding the date on which the employee is given notice of termination included in salary.

Retention period

495. A retention period will commence in relation to an employee who has sought redeployment, has declined an offer of VR and has been referred to a redeployment program prior to the offer being made.
496. Where an excess employee has declined an offer of VR, the employee will commence a retention period of seven months. The retention period will commence on the earlier of the following:
- a. the day the employee is formally advised in writing by the Agency Head that they are an excess employee; or
 - b. 30 days after the day on which the Agency Head invites the employee to accept a VR.
497. If an excess employee is entitled to a redundancy payment in accordance with section 119 of the *Fair Work Act 2009*, the retention period in clause 488 is reduced by the number of weeks'

redundancy pay that the employee will be entitled to under the *Fair Work Act 2009* on termination of employment.

498. The retention period and the notice period may be extended by any periods of paid personal/carer's leave not exceeding six months, which is supported by medical evidence.
499. During the retention period, the Agency Head:
 - a. will continue to take reasonable steps to find alternative suitable employment for the excess employee; and/or
 - b. may, after giving four weeks' notice to the excess employee, reduce their classification as a means of securing alternative employment.
500. If an employee's classification is reduced during the retention period, the employee will continue to be paid at their previous substantive base salary, immediately prior to the reduction in classification, for the balance of the retention period.
501. Where the Agency Head believes there is insufficient productive work available for the excess employee during the retention period, the Agency Head may, with the agreement of the excess employee, terminate the employee's employment under section 29 of the *Public Service Act 1999* during the retention period on the grounds that they are excess to requirements and pay the balance of the retention period as a lump sum amount. The lump sum payment will be taken to include payment in lieu of notice of termination.
502. Upon termination pursuant to clause 495, the employee will be paid a lump sum comprising:
 - a. the balance of the retention period (as shortened under clause 494) and this payment will be taken to include the payment in lieu of notice of termination of employment; and
 - b. any redundancy payment to which the employee is entitled pursuant to section 119 of the *Fair Work Act 2009*.

Involuntary retrenchment

503. At the end of the retention period, the Agency Head may make the excess employee involuntarily redundant under section 29 of the *Public Service Act 1999*.
504. An excess employee will not be made involuntarily redundant where:
 - a. the employee has not been invited to accept an offer of VR;
 - b. the employee has requested a VR, but the Agency Head has refused; or
 - c. the employee has not been given four weeks' notice of termination of employment (or five weeks for an employee over 45 years of age with at least five years' continuous service), or payment in lieu of notice.

Attachment A – Base Salaries

Classification	Pay Point	Salary as at 31 August 2023	Rate from the later of commencement of the agreement or 14 March 2024	Rate from 13 March 2025	Rate from 12 March 2026
APS1	1	\$50,386	\$52,401	\$54,516	\$57,497
	2	\$53,265	\$55,396	\$57,501	\$59,456
	3	\$55,092	\$57,296	\$59,473	\$61,495
APS2	1	\$59,179	\$61,546	\$63,885	\$66,057
	2	\$60,620	\$63,045	\$65,441	\$67,666
	3	\$61,899	\$64,375	\$66,821	\$69,093
	4	\$63,063	\$65,586	\$68,078	\$70,393
APS3	1	\$66,088	\$68,732	\$71,344	\$73,770
	2	\$67,711	\$70,419	\$73,095	\$75,580
	3	\$68,837	\$71,590	\$74,310	\$76,837
APS4	1	\$71,890	\$74,766	\$77,607	\$80,246
	2	\$73,896	\$76,852	\$79,772	\$82,484
	3	\$75,223	\$78,232	\$81,205	\$83,966
	4	\$76,884	\$79,959	\$82,997	\$86,246
APS5	1	\$79,375	\$82,550	\$85,687	\$88,834
	2	\$81,067	\$84,310	\$87,514	\$90,489
	3	\$82,962	\$86,280	\$89,559	\$92,604
	4	\$84,859	\$88,253	\$91,607	\$94,722
	5			\$91,809	\$96,829
APS6	1	\$87,793	\$91,305	\$94,775	\$99,734
	2	\$92,142	\$95,828	\$99,469	\$102,851
	3	\$95,618	\$99,443	\$103,222	\$106,732
	4	\$98,660	\$102,606	\$106,505	\$110,126

	5				\$111,701
EL1	1	\$112,822	\$117,335	\$121,794	\$125,935
	2	\$118,077	\$122,800	\$127,466	\$131,800
	3	\$123,331	\$128,264	\$133,138	\$137,665
	4	\$128,586	\$133,729	\$138,811	\$143,531
EL2	1	\$131,317	\$136,570	\$141,759	\$146,579
	2	\$139,640	\$145,226	\$150,744	\$155,869
	3	\$147,966	\$153,885	\$159,732	\$165,163
	4	\$156,288	\$162,540	\$168,716	\$174,452

Attachment B – Supported Wage System

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

Definitions

2. In this schedule:

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

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

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

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

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

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

Eligibility criteria

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

Supported wage rates

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

Table 2 Applicable percentage of relevant minimum wage paid to applicable employees

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

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

Assessment of capacity

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

Lodgement of SWS wage assessment agreement

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

Review of assessment

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

Other terms and conditions of employment

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

Workplace adjustment

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

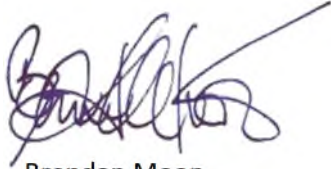
Trial period

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

Formal Acceptance and Signatories

Employer

Signed for and on behalf of the **Commonwealth by the Coordinator-General, National Emergency Management Agency:**



Full name: Brendan Moon
Address: Level 4, 121 Marcus Clarke Street, CANBERRA ACT 2601

Union

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



Full name: Brooke Muscat
Address: Level 4, 224 Bunda Street, CANBERRA ACT 2601

Employee Bargaining Representatives

Signed for and on behalf of **employees:**



Full name: Caitlin Penhall, Australian Public Service (APS) Level 6
Address: Level 1, Edmund Barton Building, Kings Avenue, BARTON ACT 2600

THE FAIR WORK COMMISSION

FWC Matter No.:
AG2024/930

Applicant:
Commonwealth of Australia as represented by the National Emergency Management Agency
(NEMA)

Section 185 - Application for approval of a single enterprise agreement

Undertaking - Section 190

I, Cindy McGhie, Chief Finance Officer, Chief Operating Officer Group, on behalf of the Commonwealth of Australia as represented by the National Emergency Management Agency (NEMA) give the following undertaking pursuant to section 190 of the *Fair Work Act 2009* (Cth) with respect to the *National Emergency Management Agency (NEMA) Enterprise Agreement 2024-2027* (Agreement):

1. For the purposes of clause 59 of the Agreement, higher duties allowance will be paid to any employee temporarily occupying a role at a classification level higher than their substantive classification level.

This undertaking is provided on the basis of an issue raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

10 April 2024

Date