



**Australian Government**

**Department of Foreign Affairs and Trade**

# DEPARTMENT OF FOREIGN AFFAIRS AND TRADE ENTERPRISE AGREEMENT 2024



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## Section 1 - Technical matters

### Title

1. This agreement will be known as the Department of Foreign Affairs and Trade Enterprise Agreement 2024.

### Parties to the agreement

2. This agreement covers:
  - 2.1. the Secretary, for and on behalf of the Commonwealth of Australia as the employer;
  - 2.2. all employees in the department employed under the *Public Service Act 1999* other than:
    - 2.2.1. Senior Executive Service employees or equivalent;
    - 2.2.2. locally engaged employees engaged by the Secretary, on behalf of the Commonwealth, pursuant to section 74 of the *Public Service Act 1999*.
  - 2.3. subject to notice being given in accordance with section 183 of the *Fair Work Act 2009*, and the following employee organisation which was a bargaining representative for this agreement:
    - 2.3.1. Community and Public Sector Union.

### Operation of the agreement

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

### Delegations

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

### National Employment Standards (NES) precedence

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

### Closed comprehensive agreement

7. This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.

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8. This agreement will be supported by policies (including the Human Resources Manual), procedures, guidelines, and Performance Management Framework (PMF), as implemented and varied from time to time.
  9. Policies, guidelines, procedure and PMF are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies, guidelines, procedure and PMF and the terms of this agreement, the terms of this agreement will prevail.

## Definitions

10. 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.

**Agreement** means the Department of Foreign Affairs and Trade Enterprise Agreement 2024.

**APS** means the Australian Public Service.

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

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

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

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

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

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

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

**Crisis-related duty** – for the purposes of clauses 127 to 134, crisis-related duty refers to work performed by an employee in response to an overseas crisis as determined by the Secretary.

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

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



**Department** – means the Department of Foreign Affairs and Trade.

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

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

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

**Family** means:

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

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

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

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

**Graduate** means an Employee in the Department’s Graduate Program. To avoid doubt, a graduate under this Agreement is not classified in a “Graduate APS” Training Classification under the *Public Service Classification Rules 2000*.

**HOM** means Head of Mission.

**HOP** means Head of Post.

**Human Resources Manual** means a collective of policies relating to this enterprise agreement.

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



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

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

**Normal work location** means the designated office location identified in the employee's letter of offer or other engagement document, or another location as determined by the Secretary.

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

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

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

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

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

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

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

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

**Relevant employee** means an affected employee.

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

**Secretary** means the Secretary of Department of Foreign Affairs and Trade, or the person authorised by the Secretary as their delegate.

**Shift worker** means an employee who is rostered to work ordinary hours outside the working hours bandwidth and/or on weekends or public holidays on an ongoing or fixed basis.

**Standard day** means 8:30 a.m. to 5:00 p.m. with a one-hour unpaid break from 12:30 p.m., or other pattern appropriate to the operational requirements of the work area.

**Technical employees** means ongoing employees who provide technical support and services to the department, including in the Information Management and Technology Division, Diplomatic Security Division at overseas posts.

## Individual flexibility arrangements

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

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- 11.1. the agreement 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 department 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 department and employee.
12. The department 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 department must ensure that the individual flexibility arrangement:
    - 13.1. is in writing;
    - 13.2. includes the name of the Secretary and employee;
    - 13.3. is signed by the Secretary 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 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 department must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
  15. The department 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 department and employee agree in writing – at any time.

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



## Section 2: Remuneration

### Salary increase

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

### Payment of salary

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

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

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

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

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26. Where an APS employee moves to the department at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the Secretary will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
  27. Where the Secretary determines that an employee's salary has been incorrectly set, the Secretary may determine the correct salary and the date of effect.
  28. Where employees work part-time hours, remuneration and other benefits will be calculated on a pro rata basis while working part-time hours unless otherwise specified.

### **Salary on Reduction**

29. Where an employee agrees in writing to perform work at a lower classification, either temporarily or permanently, the Secretary will determine, in writing, the rate of salary to be paid to the employee within the relevant classification.

### **Incremental advancement**

30. Subject to clause 31 below, on 1 April each year, employees (except casual employees and employees on probation) who have been at their current pay point or acting at a higher classification level for a period of at least 100 working days during the performance cycle (including any periods of paid or unpaid parental leave, other paid leave and/or unpaid leave that counts as service) will be entitled to advance to the next pay point within their classification if they have been rated at least 'Performing Well' at the end of their most recent annual performance management cycle.
31. An employee will only be eligible to advance to the next pay point within their classification on one occasion during a period of unpaid parental leave, irrespective of the length of that unpaid parental leave.
32. Employees who are acting at a higher classification and satisfy the above eligibility criteria at the higher classification will be eligible for salary progression at both their substantive classification and the higher classification.
33. Employees at the top pay point of their classification (except Graduates and other employees within the Training Band) who meet the eligibility criteria under clause 30 will be entitled to a payment of 2.0 per cent of their annual base salary as at 1 April in lieu of being able to advance to the next pay point within their classification (or the next classification in a broadband).

### **Remuneration Supplementation**

34. The Secretary may from time to time supplement an employee's remuneration to meet particular workplace or operational requirements, or in recognition of additional responsibilities. This includes in relation to employees serving overseas on a long-term posting who are covered by this agreement.

### **Overseas Conditions of Service**

35. The Secretary may determine conditions of service for employees working overseas on long-term posting.



## Superannuation

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

### Method for calculating superannuation salary

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

### Payment during unpaid parental leave

42. 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.

## Salary packaging

43. Employees may elect to sacrifice salary for non-monetary benefits. Any Fringe Benefits Tax and administrative costs incurred as a result of their salary packaging arrangements will be met by the employee. The employee's salary for all purposes other than tax liability will be calculated as if the salary packaging arrangement had not been in place.

## Overpayments

44. An overpayment occurs if the Secretary (or the department) provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
45. Where the Secretary considers that an overpayment has occurred, the Secretary will provide the employee with notice in writing. The notice will provide details of the overpayment.
46. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Secretary in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.

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47. If after considering the employee's response (if any), the Secretary confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the department in full by the employee.
  48. The Secretary and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's financial circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
  49. The Secretary and employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment.
  50. Interest will not be charged on overpayments.
  51. Nothing in clauses 44 to 50 prevents:
    - 51.1. the department from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
    - 51.2. the department from pursuing recovery of the debt through other available legal avenues;
    - 51.3. the employee or the department from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

## Section 3: Allowances

### Higher duties allowance

52. 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.
53. 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 Secretary.
54. 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.
55. Where an employee is assigned only part of the higher duties, the Secretary will determine the amount of allowance payable.
56. 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.
57. The Secretary may shorten the qualifying period for higher duties allowance on a case-by-case basis.

### Workplace responsibility allowances

58. A workplace responsibility allowance will be paid where the department has appointed, or eligible peers have elected, an employee to perform one of the following functions or roles:
  - 58.1. first aid officer;
  - 58.2. health and safety representative;
  - 58.3. emergency warden;
  - 58.4. harassment contact officer; and
  - 58.5. mental health first aid officer.
59. An employee is not to receive more than one workplace responsibility allowance unless approved by the Secretary due to operational requirements.
60. The rate at which workplace responsibility allowance will be paid is:

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

- 61. As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the minimum rates in the table above.
- 62. The full allowance is payable regardless of flexible work and part-time arrangements.
- 63. 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.
- 64. An employee's physical availability to undertake the role will be considered by the department 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 first aid officers and health and safety representatives depending on work group arrangements.

### Community language allowance

- 65. A community language allowance will be paid where the Secretary determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the employee meets the required level of competency set by the Secretary.
- 66. 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 Secretary, for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the Secretary.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

- 67. The allowance is calculated annually and paid fortnightly.
- 68. The full allowance is payable regardless of flexible work and part-time arrangements.
- 69. The allowance is payable during periods of paid leave.

- 70. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.
- 71. An employee who receives a language proficiency allowance is not eligible to receive a community language allowance for the same language.

### **Departmental Liaison Officer allowance**

- 72. An employee who performs the role of Departmental Liaison Officer (DLO) is entitled to the following allowance paid on a fortnightly basis, in recognition of the long hours of duty expected, and in lieu of restriction and overtime payments, flex-time and TOIL:

<b>Rate from commencement of this Agreement</b>	<b>Rate from 13 March 2025</b>	<b>Rate from 12 March 2026</b>
\$20,038 per annum	\$20,799 per annum	\$21,506 per annum

- 73. An employee who undertakes the duties of DLO in the absence of the substantive occupant of the position will be entitled to be paid a pro-rated DLO allowance if the period of acting in the role extends beyond five continuous working days.

### **Other allowances**

- 74. Where eligible, employees will be paid the following allowances:
  - 74.1. motor vehicle allowance;
  - 74.2. out-of-hours parliamentary, media, protocol, humanitarian and consular duties allowance;
  - 74.3. language proficiency allowance; and
  - 74.4. remote localities allowance.



## Section 4: Classifications and broadbands

### Training Band

75. The Training Band provides engagement and progression arrangements for entry level employees. Employees engaged within the Training Band are required to undertake mandatory training and development programs and successfully complete that program as a condition of engagement.
76. In addition to the training classifications provided for in this agreement, the Secretary may assign additional training classifications to the Training Band relevant to the work value and the training and development program being undertaken. Where a whole-of-government approach is being taken the provisions of the whole-of-government program will operate to the extent of any inconsistency with this agreement.

### Graduates

77. The Graduate Program involves work placements and training and development over an 18-month period consistent with the relevant program guidelines.
78. Graduates will enter the department at the APS 4.1 level within the Training Band.
79. Graduates will enter into performance agreements with their managers at the beginning of each placement and will have their performance appraised at the conclusion of each placement.
80. At the completion of the first full performance cycle following their commencement, Graduates will be entitled to progress to the APS 4.2 level within the Training Band subject to:
  - 80.1. successful completion of the probation period;
  - 80.2. an individual performance rating of at least 'Performing Well'; and
  - 80.3. completion of all mandatory training and development activities.
81. At the conclusion of the relevant program Graduates will be entitled to progress to the APS 5.1 level within the Training Band subject to:
  - 81.1. maintaining an individual performance rating of at least 'Performing Well'; and
  - 81.2. completion of all mandatory training and development activities.
82. Graduate performance ratings will be determined by the Secretary at the completion of each performance cycle.
83. Graduates will be transferred to the general APS classification structure at their substantive APS level following completion of the program.
84. For Graduates engaged in a Graduate Program that commenced before 1 January 2023:
  - 84.1. This Graduate Program outlined in clause 84 involves work placements and training and development over a 24-month period consistent with the relevant program guidelines.
    - 84.1.1. will commence employment at the APS 3.2 level within the Training Band;

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- 84.1.2. will be entitled to progress to the APS 4.1 level within the Training Band at the completion of the first full performance cycle following their commencement subject to:
    - 84.1.2.1. successful completion of the probation period;
    - 84.1.2.2. an individual performance rating of at least 'Performing Well'; and
    - 84.1.2.3. completion of all mandatory training and development activities; And
  - 84.1.3. will be entitled to progress to the APS 4.2 level within the Training Band at the conclusion of the relevant program subject to:
    - 84.1.3.1. an individual performance rating of at least 'Performing Well'; and
    - 84.1.3.2. completion of all mandatory training and development activities;
  - 84.1.4. Graduates will be transferred to the general APS classification structure at their substantive APS level following completion of the program.

### **Indigenous early career program**

- 85. Indigenous early career officers will be engaged through relevant whole-of-government programs and will be assigned a classification within the Training Band as specified in their program guidelines. They will undertake either a diploma or certificate-level academic qualification, as specified by their program, through a registered training provider.
- 86. Indigenous early career officers will take part in the Performance Management Framework (PMF) through the course of their program and will be eligible for salary progression in accordance with the PMF.
- 87. At the conclusion of their program, Indigenous early career officers will progress to the relevant pay-point stated in their program guidelines, subject to:
  - 87.1. successful completion of the probation period;
  - 87.2. an individual performance rating of at least 'Performing Well'; and
  - 87.3. completion of a diploma or certificate-level qualification as outlined in clause 85.

### **Work level standards**

- 88. 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.

### **Classification structure**

- 89. The department's classification structure, including Departmental Designations, is outlined in Attachment B – Classification structure.



## Movements within a broadband

90. Movement to a higher classification as a result of salary advancement is possible for ongoing employees within Broadband One or Two.
91. Movement to a higher classification within Broadband One or Two is not automatic and is subject to the following criteria:
  - 91.1. the employee must be at the top pay point of their classification and receive ratings of 'Performing Well' or above for the preceding performance cycle;
  - 91.2. the Secretary must determine that sufficient work is available at the higher classification; and
  - 91.3. the Secretary must determine the employee has the necessary skills and experience to perform at the higher classification.
92. Movement from Broadband One to Broadband Two, or to a higher classification, is not possible through salary advancement. Movement of this nature constitutes a promotion and must be undertaken in accordance with the requirements of the PS Act.

## Section 5: Working hours and arrangements

### Employment types

#### 93. Employment types

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

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

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

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

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

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

### Job security

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

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

#### Reporting

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

#### Pathways to permanency

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

### Casual (irregular and intermittent) employment

97. A casual (irregular and intermittent) employee is defined in the definitions section.

98. A decision to expand the use of casual employees is subject to consultation clauses 364 to 385 of this agreement.

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99. The department will regularly review the working arrangements of casuals to assess if they are genuinely performing irregular and intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
  100. Remuneration for casual employees shall be on an hourly basis. A casual employee shall receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
  101. 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.
  102. A casual employee shall be engaged for a minimum of 4 hours per engagement or shall be paid for a minimum of 4 hours at the appropriate casual rate. Casual employees are entitled to overtime as provided for in this agreement.
  103. A casual employee who is eligible for a workplace responsibility allowance will be paid the full amount.

### **Non-ongoing employment**

104. A non-ongoing employee is defined in the definitions section.
105. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
  - 105.1. personal/carer's leave accrual at clauses 204.1 to 204.2 and
  - 105.2. redundancy provisions at clauses 416 to 447 subject to clause 106.
106. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clauses 416 to 447 will apply.
107. If the redundancy provisions apply to an employee under clause 106, the department must adhere to the consultation requirements at clauses 364 to 385.

### **Working hours**

108. The ordinary hours of work for full time employees will be 7 hours, 30 minutes per day, or 150 hours over a 4 week settlement period.
109. The span of hours during which an employee (other than a shift worker) can perform their ordinary hours is from 7:00 a.m. to 7:00 p.m., Monday to Friday (bandwidth). The bandwidth may differ at overseas posts to account for the local five day standard working week
110. An employee's pattern of hours is generally to be agreed between an employee and their manager, taking into consideration the operational needs of the department, client service requirements and bearing in mind an employee's personal commitments. Where agreement cannot be reached, employees other than shift workers will work a standard day and shift workers will work their rostered hours.
111. Employees will not be required to work more than 5 hours without an unpaid meal break of at least 30 minutes.



## Flex-time for APS 1-6 classifications

112. Flex-time is only available to APS Level 1 to 6 employees, with the exception of shift workers and casual employees. Only work completed within the bandwidth will count towards flex-time credits.
113. Employees are responsible for recording hours of attendance accurately, including breaks and any absences, in the manner prescribed by the department. The settlement period for flex-time approvals is four weeks.
114. The maximum allowable carry over flex-time credit at the end of the settlement period is 37.5 hours (or one week equivalent for part-time employees) and the maximum allowable flex-time debit at the end of the settlement period is 15 hours (or two days equivalent for part-time employees).
115. Where operational requirements dictate or there are concerns about an employee's pattern of attendance, a manager may direct an employee to work a standard day.

## EL TOIL

116. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
117. In recognition of additional hours worked, EL employees are entitled to:
  - 117.1. compensatory time-off-in-lieu (TOIL) on an hour-for-hour basis for hours worked:
    - 117.1.1. within the bandwidth; and
    - 117.1.2. outside the bandwidth, but only if the employee is expressly directed by their manager to perform duties outside the bandwidth.
118. TOIL granted in accordance with clause 117 should be taken as soon as practicable.
119. The maximum allowable carry over TOIL credit at the end of the settlement period is 37.5 hours (or one week equivalent for part-time employees). The settlement period for TOIL approvals is four weeks.
120. EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the department.
121. A manager is to grant TOIL in accordance with clause 117 in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.
122. 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.
123. 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.
124. 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.

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125. 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.
126. The Secretary may approve overtime payments instead of TOIL for work performed outside the bandwidth in exceptional circumstances only, and in accordance with clause 130 of this agreement.

## **Overtime and restriction**

### **Overtime**

127. At times, APS Level 1 to 6 employees may be directed to work hours in excess of their agreed working hours. In cases where those duties are:
- 127.1. outside the working hours bandwidth; or
  - 127.2. in excess of 7 hours, 30 minutes for employees undertaking crisis-related duties within the working hours bandwidth, the employee will be entitled to an overtime payment or time-off-in-lieu.
128. Overtime cannot be self-initiated and must receive prior approval from the Secretary.
129. APS Level 1 to 6 employees are entitled to receive an overtime payment as follows:
- 129.1. from Monday to Saturday, an hourly rate of time and a half for the first three hours each day and double time thereafter;
  - 129.2. on a Sunday, an hourly rate of double time;
  - 129.3. on a public holiday, in addition to payment of salary for that day:
    - 129.3.1. the first 7 hours, 30 minutes of duty within the working hours bandwidth, an hourly rate of time and a half;
    - 129.3.2. for hours in excess of 7 hours, 30 minutes or work outside the working hours bandwidth, an hourly rate of double time;
    - 129.3.3. where there is no prior notice (emergency overtime), an hourly rate of double time;
130. In exceptional circumstances only, such as crisis-related duty, the Secretary may approve payment of overtime to EL 1 and 2 employees.
131. Employees having undertaken overtime will be entitled to a minimum rest break of eight hours, plus reasonable travel time. Where the rest break occurs during an employee's normal working hours the employee will receive salary as if they were at work. This will not affect an employee's entitlement to an overtime payment or TOIL.
132. Employees are not entitled to a rest break unless the period of overtime was in excess of two hours and commenced more than two hours before the working hours bandwidth.
133. Where an employee is directed by the Secretary to return to work during a rest break, the employee will be entitled to payment of overtime or TOIL for work performed during the period in which the rest break would have occurred.



134. In extraordinary circumstances the Secretary may approve an additional one-off payment to an employee or group of employees where they have worked under a period of sustained pressure. Any payment under this clause will not count as salary for superannuation purposes.

## Restriction

135. At times, the Secretary may direct an employee to be 'on call'. That is, the employee is to be contactable and available to perform duty outside of the working hours bandwidth for a continuous period of five days or more. Employees that are on call are entitled to receive a restriction allowance provided:

135.1. the employee is significantly limited in their activities during the restriction period;

135.2. the direction to be on call was given before the commencement of the restriction period, unless impractical to do so;

135.3. the employee remained contactable and available to perform duty for the whole restriction period; and

135.4. the employee was not on any form of leave.

136. Employees are not considered to be on call merely for carrying or being required to carry a mobile device.

137. The rate of payment for restriction allowance is determined by the Secretary.

## Shift work

138. Employees may be requested to work ordinary hours in specified shifts which fall outside the working hours bandwidth. The following will apply to the rostering and remuneration of shift workers:

138.1. compensation for shift work will be provided as a fortnightly taxable allowance (shift allowance). The method for calculating shift allowances is contained in policy;

138.2. payment arrangements for shift allowances are managed by relevant program managers in consultation with affected employees. These may be updated, in consultation with affected employees, to reflect changing operational requirements;

138.3. shift allowance will cease during periods of leave other than annual leave, personal/carer's leave or compassionate leave at full pay;

138.4. shift roster changes will be implemented in consultation with affected employees;

138.5. managers may remove employees from shift rosters for operational reasons or for unsatisfactory attendance or performance;

138.6. the shift allowance for ordinary hours will be:

138.6.1. **15 per cent** of base salary where any part of the rostered shift falls between 6:00 p.m. and 6:30 a.m., Monday to Friday;

138.6.2. **30 per cent** of base salary where rostered shifts falling wholly within the hours of 6:00 p.m. and 8:00 a.m. are worked continuously for a period exceeding 4 weeks;

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- 138.6.3. **50 per cent** where a rostered shift is on a Saturday;
  - 138.6.4. **100 per cent** where a rostered shift is on a Sunday; and
  - 138.6.5. **150 per cent** where a rostered shift is on a public holiday.

139. Shift workers are eligible for payment of overtime where they are directed to work hours in excess of their rostered hours.

140. The department will fund annual health assessments for shift workers on a voluntary basis.

### **Flexible working arrangements**

141. The department, employees and their union recognise:

- 141.1. 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;
- 141.2. access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
- 141.3. 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;
- 141.4. that flexibility applies to all roles in the department, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
- 141.5. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.

142. The department is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the department at all levels. This may include developing and implementing strategies through an agency consultative committee.

143. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work, job sharing arrangements between two part-time employees and changes in location of work.

### **Requesting formal flexible working arrangements**

144. The following provisions do not diminish an employee's entitlement under the NES.

145. An employee may make a request for a formal flexible working arrangement.

146. The request must:

- 146.1. be in writing;
- 146.2. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
- 146.3. 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.



147. The Secretary must provide a written response to a request within 21 days of receiving the request.

148. The response must:

148.1. state that the Secretary approves the request and provide the relevant detail in clause 149; or

148.2. if following discussion between the department and the employee, the department 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

148.3. state that the Secretary refuses the request and include the following matters;

148.3.1. details of the reasons for the refusal; and

148.3.2. set out the department's particular business grounds for refusing the request, explain how those grounds apply to the request; and

148.3.3. either:

148.3.3.1. 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

148.3.3.2. state that there are no such changes; and

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

149. Where the Secretary approves the request this will form an arrangement between the department and the employee. Each arrangement must be in writing and set out:

149.1. any security and work health and safety requirements;

149.2. a review date (subject to clause 153) and

149.3. the cost of establishment (if any).

150. The Secretary may refuse to approve the request only if:

150.1. the department has discussed the request with the employee; and

150.2. the department has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and

150.3. the department and the employee have not reached such an agreement; and

150.4. the department has had regard to the consequences of the refusal for the employee; and



150.5. the refusal is on reasonable business grounds.

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

151.1. the new working arrangements requested would be too costly for the department;

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

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

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

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

151.6. 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.

152. For First Nations employees, the department must consider connection to country and cultural obligations in responding to requests for altering the location of work.

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

*Varying, pausing or terminating flexible working arrangements*

154. An employee may request to vary an approved flexible working arrangement in accordance with clause 146. An employee may request to pause or terminate an approved flexible working arrangement.

155. The Secretary may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 157.

156. The department must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.

157. Prior to the Secretary varying, pausing or terminating the arrangement under clause 155 the department must have:

157.1. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;

157.2. 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);



157.3. had regard to the consequences of the variation, pause or termination for the employee;

157.4. ensured the variation, pause or termination is on reasonable business grounds; and

157.5. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 148.3.

#### *Working from home*

158. The department will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.

159. The department may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.

160. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.

161. The department will provide employees with guidance on working from home safely.

162. Employees will not be required by the department to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the department will consider the circumstances of the employees and options to achieve work outcomes safely.

#### *Ad-hoc arrangements*

163. 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.

164. Employees should, where practicable, make the request in writing and provide as much notice as possible.

165. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 144 to 153.

166. The department should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.

167. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the department should consider whether it is appropriate to seek to formalise the arrangement with the employee.

#### *Altering span of hours*

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

#### *Requesting formal flexible working arrangements while undertaking roles or activities overseas*

169. Where an employee makes a request for a formal flexible working arrangement while undertaking a role or activity overseas, matters relevant to the Secretary's consideration of the



request will include the impact of the working arrangements requested on the overseas post's operations, including having regard to its, representational, crisis-management and advocacy functions, diplomatic protocol, the requirements of the receiving country, the security environment, and the size of the overseas post.

## Part-time work

170. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
171. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.

## Public holidays

172. Employees are entitled to a minimum of 14 days holiday each calendar year consisting of public holidays, additional holidays and any days taken in lieu of a public holiday or additional holidays.
173. Employees based in Australia are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- 173.1. 1 January (New Year's Day);
  - 173.2. 26 January (Australia Day);
  - 173.3. Good Friday and the following Monday;
  - 173.4. 25 April (Anzac Day);
  - 173.5. 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);
  - 173.6. 25 December (Christmas Day);
  - 173.7. 26 December (Boxing Day); and
  - 173.8. 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.
174. 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 in clauses 173.1 to 173.8 then the substituted day or part day is the public holiday.
175. Employees at overseas posts are entitled to the same number of public holidays and additional holidays as the public holidays and additional holidays determined for Canberra. Due to operational requirements, the specific dates on which these holidays will be taken is to be determined by the HOM or HOP at each post.
176. The Secretary and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.

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177. The Secretary and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
178. 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.
179. 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.)
180. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clauses 173.1 to 173.8.
181. Where a full time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the Secretary may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

*Christmas closedown and additional holidays*

182. Employees in Australia are entitled to be absent from employment on the following additional holidays as determined by the Secretary:
- 182.1. three days observed around 25 December (Christmas Day) and 1 January (New Year's Day); and
  - 182.2. such other additional holidays as are necessary to give effect to clause 172.
183. An employee who is absent from their employment on a day or part-day that is a public holiday or additional holiday is entitled to payment of their salary as if that day were not an additional holiday and the employee had ordinarily worked on that day.

## **Section 6: Leave**

### **Annual leave**

184. Employees (other than casual employees) are entitled to four weeks and two days (22 days) paid annual leave per year of service, accruing daily, credited at least monthly. Annual leave accrual will be pro-rated for:
- 184.1. part-time employees; and



184.2. employees accessing leave without pay which does not count for service.

185. Employees undertaking shift work where:

185.1. shifts are continuously rostered 24 hours a day, 7 days a week.

185.2. the employee is regularly rostered to work these shifts; and

185.3. the employee regularly works on Sundays and public holidays.

are entitled to an additional 5 days paid annual leave per year of service.

186. Annual leave may be taken at any time, subject to operational requirements and approval.

187. Subject to clause 188, annual leave may be taken at half-pay unless the Secretary determines otherwise because:

187.1. an employee has an excess leave balance; or

187.2. of operational requirements

188. An employee cannot take annual leave at half-pay if they:

188.1. are posted overseas (including for language training); or

188.2. are en route to or from an overseas posting.

189. Excessive leave will be managed in accordance with this agreement and applicable department policy.

190. 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.

191. Employees will receive payment in lieu of any untaken annual leave upon separation from the APS.

### **Cashing out leave**

192. The Secretary may offer an employee the opportunity to cash out an amount of the employee's accrued annual leave credits.

193. Any cashing out arrangement must:

193.1. be recorded in a written agreement between the department and the employee;

193.2. not result in the employee's annual leave credits being less than 22 days (pro-rata for part-time employees) after the cash out; and

193.3. provide the employee with the full amount that would have been paid had the employee taken the entitlement as leave.



## Management of excess leave

194. Subject to clause 197 employees with annual leave balances over 35 days (or pro-rata equivalent for part-time employees) on 1 July each year will be directed to take annual leave before 1 March of the next year in order to reduce their balance to a maximum of 28 days (pro rata for part-time employees).
195. If on 1 March of that next year an employee still has an annual leave balance of more than 28 days (or pro-rata equivalent for part-time employees) they will again be directed to take leave to reduce their balance to a maximum of 28 days (or pro-rata equivalent for part-time employees) by 1 July that year.
196. Where an employee has been directed to take annual leave the employee and manager will develop a plan to ensure compliance with the annual leave limits specified in clauses 194 and 195.
197. In exceptional circumstances, the Secretary may defer the direction to take annual leave due to operational reasons. Applications to defer such a direction must be supported by the employee's Branch Head/HOM/HOP/State or Territory Director.

## Purchased leave

198. Employees may request to purchase between one and four weeks' additional leave per year. In considering requests for purchased leave the Secretary will consider the operational needs of the department, client service requirements and the employee's accrued leave balances.
199. Payments for purchased leave will be deducted from the employee's salary and be averaged over a period of time of no more than 12 months. Purchased leave will count as service for all purposes.
200. Employees who are posted overseas or who have accessed annual leave at half pay in the same calendar year are not eligible to access any purchased leave.

## Additional location leave

201. Additional location leave (ALL) applies to some location posts overseas and remote localities within Australia. Details on access and accrual of ALL are in policy.
202. ALL credits are expected to be used in the year that they accrue. Employees with over 12 months' worth of ALL credits on 1 July each year will be directed to take ALL for a period equal to the excess credit.

## Personal/carer's leave

203. Ongoing and non-ongoing employees will be entitled to up to 20 days paid personal/carer's leave for each year of service with the department in accordance with clause 204 below.
204. Personal/carer's leave will be credited and accrue in the following way:
  - 204.1. Ongoing employees (except those with an entitlement to have personal/carer's leave recognised in accordance with the portability of leave clauses) will be credited with 20 days' personal/carer's leave upon being engaged pursuant to section 22 of PS Act in the APS (pro-rated for part-time employees). After 12 months of service in the APS, or from the employee's commencement with the department where the employee has an



entitlement to have personal/carer's leave recognised in accordance with the portability of leave clauses, employees will accrue 20 days' personal/carer's leave (pro-rated for part-time employees) for each year of service which will accrue daily and be credited at least monthly.

204.2. Non-ongoing employees (except those with an entitlement to have personal/carer's leave recognised in accordance with the portability of leave clauses) will be credited with 20 days' personal/carer's leave upon commencement with the department, pro-rated based on the employee's initial contract period if it is less than 12 months (pro-rated for part-time employees). After the initial contract period or 12 months (whichever is the shorter), or from the employee's commencement with the department where the employee has an entitlement to personal/carer's leave recognised in accordance with the portability of leave clauses, employees will accrue 20 days' personal/carer's leave (pro-rated for part-time employees) for each year of service which will accrue daily and be credited at least monthly.

205. The Secretary may approve an employee taking paid personal/carer's leave at half pay.

206. A casual employee may:

206.1. be absent without pay when they are not fit for work due to personal illness or injury;  
and

206.2. access 2 days' unpaid carer's leave per occasion, consistent with the NES.

207. An employee may use personal/carer's leave:

207.1. due to personal illness or injury;

207.2. to attend appointments with a registered health practitioner;

207.3. to manage a chronic condition; and/or

207.4. to provide care or support for a family or household member or a person they have caring responsibilities for, because:

207.4.1. of a personal illness or injury affecting the other person; or

207.4.2. of an unexpected emergency affecting the other person.

208. For the purposes of clause 207 above, caring responsibilities may include an employee having responsibility to provide care to a person because they:

208.1. have a medical condition, including when they are in hospital;

208.2. have a mental illness;

208.3. have a disability;

208.4. are frail or aged; and/or

208.5. are a child, not limited to a child of the employee.

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209. If an employee uses personal/carer's leave of more than:
- 209.1. 3 consecutive days; or
  - 209.2. 8 days without evidence in a calendar year,
- the Secretary may request the employee to provide evidence to support that leave, including:
- 209.3. a certificate from a registered health practitioner;
  - 209.4. a statutory declaration; and/or
  - 209.5. another form of evidence approved by the Secretary.
210. 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.
211. Employees may, under certain circumstances, donate up to two days per annum of accrued paid personal/carer's leave credits to the Serious Illness Register. The Secretary may grant an employee additional paid personal/carer's leave entitlements from available credits accumulated in the Serious Illness Register.

### **Portability of leave**

212. Where an employee moves into the department from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.
213. Where an employee is engaged in the department immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
214. Where an employee is engaged as an ongoing employee in the department, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the department or another APS agency), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
215. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the department or another APS agency) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
216. Where a person is engaged as an ongoing employee in the department, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 213), the Secretary will offer to recognise any unused accrued personal/carer's leave at the employee's request.
217. Where an employee is engaged as an ongoing employee in the department, and immediately prior to the engagement the person was employed by a State or Territory Government, the Secretary may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.



218. For the purposes of clauses 212 to 217 an employee with a break in service of less than 2 months is considered to have continuity of service.

### **Leave without pay**

219. Where an employee takes 30 calendar days or more leave without pay, the whole period of leave without pay will not count for service for any purpose other than where required by legislation. For clarity, this includes leave accruals and eligibility for salary advancement or performance bonuses unless provided for by clause 30.

### **Unauthorised absence**

220. Where an employee is absent from work without approval all salary and entitlements provided to the employee will cease until the employee resumes duty or is granted leave. Any absence deemed to be unauthorised will not count as service for any purpose.

221. The department will make all reasonable efforts to contact an employee while absent from work without authorisation. If the employee does not return to work or contact cannot be made with the employee for three consecutive working days the Secretary will take reasonable steps to:

221.1. provide the employee with an opportunity to explain the absence; and

221.2. give genuine consideration to any explanation provided by the employee.

222. Following such consideration, the Secretary may initiate action to terminate the employee's employment on the grounds of non-performance of duty.

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

223. When an employee is on:

223.1. annual leave;

223.2. purchased leave;

223.3. defence reservist leave;

223.4. First Nations ceremonial leave;

223.5. NAIDOC leave;

223.6. cultural leave; or

223.7. long service leave; and

becomes eligible for, under legislation or this agreement:

223.8. personal/carer's leave; or

223.9. compassionate or bereavement leave; or

223.10. jury duty; or

223.11. emergency services leave; or

223.12. leave to attend to family and domestic violence circumstances; or



223.13. parental leave, premature birth leave, stillbirth leave or pregnancy loss;  
the affected period of leave will be re-credited.

224. 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.

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

### **Long service leave**

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

227. 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 223 of this agreement.

### **Miscellaneous leave**

228. The Secretary may grant miscellaneous leave to an employee or group of employees to cover a variety of absences from the workplace. Miscellaneous leave may be granted:

228.1. for the period requested, or another period;

228.2. with or without pay; and

228.3. to count as service or not count as service.

229. Further information about miscellaneous leave arrangements is contained in policy.

230. For periods of three days or less, managers can grant miscellaneous leave. For periods of miscellaneous leave greater than three days, approval must be sought from the Secretary.

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

#### **NAIDOC leave**

231. First Nations employees may access up to one day of paid leave per calendar year, to participate in NAIDOC week activities.

232. NAIDOC leave can be taken in part days.

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

233. 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.

234. The Secretary may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.

235. First Nations ceremonial leave can be taken as part days.



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

### **Cultural leave**

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

238. The Secretary may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.

239. Cultural leave can be taken as part days.

240. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clauses 233 to 236.

### **Parental leave**

241. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.

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

243. 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.

244. 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**

245. An employee is entitled to parental leave with pay as per clauses 247 and 248 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.

246. Employees newly engaged or who have moved to the department from another APS agency are eligible for the paid parental leave in clauses 247 and 248 where such paid leave had not already been provided by another APS or Commonwealth employer in the 24 months since the child's date of birth or placement. If the paid leave used by the employee with the previous Commonwealth or APS employer is less than the limits specified in clauses 247 and 248, the balance is available to the employee.

247. 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

248. 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

249. **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.

250. **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.

251. **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

252. 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:

252.1. is under 16 as at the day (or expected day) of placement;

252.2. 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



252.3. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

253. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

#### **Stillbirth**

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

255. A stillborn child is a child:

255.1. who weighs at least 400 grams at delivery or whose period of gestation was 20 weeks or more;

255.2. who has not breathed since delivery; and

255.3. whose heart has not beaten since delivery.

#### **Pregnancy loss leave**

256. A pregnant employee who experiences, or an employee whose partner experiences, pregnancy loss is entitled to one weeks' paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.

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

#### **Premature birth leave**

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

#### **Transitional provisions**

259. 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 258 until after the legislated paid maternity leave is used.

#### **Compassionate leave**

260. Employees will be eligible for 3 days paid compassionate leave on each occasion when:

260.1. 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

260.2. the employee or their partner has a miscarriage.

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261. An employee may be asked to provide evidence to support their absences on compassionate leave.
262. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
263. For casual employees, compassionate leave is unpaid.

### **Bereavement leave**

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

### **Emergency response leave**

268. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity can get emergency response leave to volunteer for emergency management duties for:
- 268.1. the time engaged in the activity;
  - 268.2. reasonable travelling time; and
  - 268.3. reasonable recovery time.
269. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The Secretary may provide additional emergency response leave with pay.
- 269.1. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
270. Paid leave may be refused where the employee's role is essential to the department's response to the emergency.
271. 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.
272. The Secretary may approve reasonable paid or unpaid leave for ceremonial duties and training.
273. Emergency response leave, with or without pay, will count as service.



## **Jury duty**

274. 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.
275. 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.
- 275.1. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
276. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
277. If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the department for the period of absence. This will be administered in accordance with the overpayments clause.

## **Defence reservist leave**

278. The Secretary will give an employee leave with or without pay to undertake:
- 278.1. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
- 278.2. Australian Defence Force Cadet obligations.
279. An employee who is a Defence Reservist can take leave with pay for:
- 279.1. up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
- 279.2. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
280. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
281. An employee who is an officer or instructor in a Cadet Force can get paid leave up to 3 weeks in each financial year to perform their duties. Cadet Force means:
- 281.1. Australian Navy Cadets;
- 281.2. Australian Army Cadets; and
- 281.3. Australian Air Force Cadets.
282. In addition to the entitlement at clause 279 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.
283. Paid defence reservist leave counts for service.
284. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
285. Unpaid leave taken over 6 months counts as service, except for annual leave.



286. An employee will not need to pay their tax free ADF Reserve salary to the department for any reason.

### **Defence service sick leave**

287. 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:

287.1. war-like service; or

287.2. non-war like service.

288. An eligible employee can get 2 types of credits:

288.1. an initial credit of 9 weeks (45 days) defence service sick leave (pro-rata for part-time employees) will apply as of the later below option:

288.1.1. they start employment with the APS; or

288.1.2. DVA certifies the condition; and

288.2. an annual credit of 3 weeks (15 days) defence service sick leave (pro-rata for part-time employees).

289. 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.

290. Unused annual credits can be built up to 9 weeks.

291. An employee cannot use annual credits until the initial credit is exhausted.

292. Defence service sick leave is paid and counts as service for all purposes.

### **Leave to attend proceedings**

293. 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.

294. An employee who is not covered under clause 293, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the department.

295. An employee may otherwise be granted paid or unpaid miscellaneous leave by the Secretary if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex time or time off in lieu.

296. The Secretary may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.



## Section 7: Employee support and workplace culture

### Blood donation

297. 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.
298. The employee must inform their manager in advance of when they will be away from work with their manager before donating blood, plasma or platelets.

### Vaccinations

299. The department will offer annual influenza vaccinations at no cost to all employees.
300. Where the department requires an employee performing a role/s to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

### Employee Assistance Program

301. 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 department and will be accessible on paid time.

### Childcare

302. The department may reimburse additional childcare costs where employees are required by management to increase their hours of work to cover emergency situations or to meet short term work commitments, including short term missions.
303. Access to childcare facilities on the department's premises will be provided to employees where property leases and operational requirements allow. Where provided, departmental employees will have priority over other organisations or individuals in these centres.
304. Families of employees returning unexpectedly from an overseas post for operational reasons and at the department's initiative will receive higher priority access facilities on the department's premises as determined by the Secretary. Further information is contained in the relevant centre's policies.

### Respect at work

#### Principles

305. The department values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The department recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
306. The department recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with



the Australian Human Rights Commission's guidance including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.

### **Consultation**

307. The department will consult with employees and their unions and/or other representatives 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**

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

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

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

311. An employee experiencing family and domestic violence support is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:

311.1. illness or injury affecting the employee resulting from family and domestic violence;

311.2. 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;

311.3. 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;

311.4. making arrangements for the employee's safety, or the safety of a close relative;

311.5. accessing alternative accommodation;

311.6. accessing police services;

311.7. attending court hearings;

311.8. attending counselling; and

311.9. attending appointments with medical, financial or legal professionals.

312. 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.

313. 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.

314. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.

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315. 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.
316. 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.
317. Evidence may be requested to support the department in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the department will require, unless the employee chooses to provide another form of evidence.
318. 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.
319. The department will take all reasonable measures to treat information relating to family and domestic violence confidentially. The department will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the department may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
320. Where the department needs to disclose confidential information for purposes identified in clause 319, where it is possible the department will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
321. The department will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
322. Other available support may include, but is not limited to, flexible working arrangements, additional access to the Employee Assistance Program, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
323. The department will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
324. 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**

325. The department understands that procedural fairness is essential in building and maintaining trust with APS employees, and that it requires fair and impartial processes for employees affected by APS-wide or department decisions.
326. 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.



327. Employees can, during their ordinary work hours, take time to:

327.1. access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the department; and

327.2. attend department mandated training about integrity.

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

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

329. 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.

### **Diversity**

330. As a department representing Australia to the world, the department is committed to supporting and promoting a diverse and inclusive workplace through a wide set of initiatives designed to value, draw upon and utilise the different backgrounds, experiences and perspectives of its workforce.

### **Lactation and breastfeeding support**

331. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.

332. The department will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 333. In considering whether a space is appropriate, the department should consider whether:

332.1. there is access to refrigeration;

332.2. the space is lockable;

332.3. there are facilities needed for expressing such as appropriate seating.

333. Where it is not practicable for a departmental site to have a designated space, a flexible approach will be taken so that the employee can access the support required.

334. The department will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.

335. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.



## Disaster support

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



## Section 8: Performance and development

### Performance management

#### Principles

339. Employees are to participate in the department's Performance Management Framework (PMF). The PMF provides the basis for maintaining a high-performance culture and will include the following principles:

- 339.1. support for employees to build capability including through focused learning and development;
- 339.2. shared responsibility between employees and managers for achieving and maintaining high performance;
- 339.3. transparency through a no surprises approach;
- 339.4. regular and constructive two-way feedback; and
- 339.5. communication of clear and realistic expectations to employees.

#### Performance management framework

340. The PMF will apply to eligible ongoing and non-ongoing employees as set out in the PMF, and provide:

- 340.1. a standardised probationary process;
- 340.2. a robust performance appraisal process that focuses on both the achievement of business outcomes and the individual learning and development goals of employees; and
- 340.3. clear policy, guidance and support for the management of underperformance.

#### Managing underperformance

341. Where an employee is considered to be performing below expected standards the Secretary will initiate formal underperformance procedures as outlined in the PMF.

342. The formal underperformance procedures contained in the PMF will not apply to:

- 342.1. employees completing a probation period;
- 342.2. non-ongoing employees; or
- 342.3. cases of suspected breaches of the APS Code of Conduct.

#### Probation

343. All new ongoing APS employees engaged in the department will be required to successfully complete a probation period. The length and conditions will be outlined in their offer of employment.



## Workloads

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

## Training and development

347. DFAT and its employees recognise the importance of training and development as an investment in people. The department is committed to providing all employees with training and development opportunities relevant to the department's objectives.
348. The training and development needs of employees will vary according to their role in the organisation and their career development goals. The training and development needs of employees should be included in their performance development agreements, but additional training and development opportunities may also be agreed with managers at other times of the year.
349. The department will ensure that employees have access to training necessary to undertake any formal workplace responsibility for which the employee is in receipt of a workplace responsibility allowance.

## Professional qualifications, memberships and accreditation

350. The Secretary will approve reimbursement of reasonable costs associated with professional membership or accreditation the Secretary deems this necessary for the employee to effectively undertake their role. This may include membership/accreditation fees and/or training.
351. The Secretary may approve reimbursement of some of the costs associated with undertaking tertiary study and/or grant paid or unpaid leave for the purposes of completing tertiary study.



## Section 9: Travel and location-based conditions

### Travel

#### Class of travel

352. The standard for official domestic travel is economy class. In cases where the flight time for domestic travel is in excess of three hours, the class of travel will be business class.
353. The standard for multi-sector official international travel is business class. For single sector official international travel with a flight time of less than two hours the class of travel will be economy class.
354. Where an employee is entitled to business class travel and that class is not available, the class of travel will be the next level below (i.e. premium economy or economy).

#### Travel time

355. Where possible all travel should be undertaken within the working hours bandwidth. Travel time within the working hours bandwidth may be recognised as flex-time for APS Level 1 to 6 employees or TOIL for EL 1 to 2 employees. Travel time for these purposes will commence one hour prior to scheduled departure.
356. Where travel time occurs outside the working hours bandwidth employees will be provided one hour time-off-in-lieu each way.

#### Travel allowance

357. The policy outlines the travel allowance (TA) rates that will be provided to employees required to travel and be away from home overnight. Where the amount of TA is insufficient to meet reasonable costs incurred for accommodation, meals or incidentals the Secretary may reimburse the difference or approve a higher TA amount where it is foreseeable that the TA amount will be insufficient.
358. The TA amounts will be adjusted from time to time consistent with the relevant subscription service. Where an employee travels to a location where subscription rates are unavailable, the Secretary will set the TA amount.
359. An employee who undertakes travel for a lesser period than anticipated must repay any excess TA advanced to the employee.

#### Domestic relocation assistance (within Australia)

360. Where an existing employee is required to relocate at the request of the department (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.
361. Where an employee is required to relocate on engagement with the department, the employee will be provided with financial relocation assistance.
362. Reasonable expenses associated with the relocation include:

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

363. Additional relocation assistance may be considered by Secretary discretion.



## Section 10: Consultation, representation and dispute resolution

### Consultation

#### Principles

364. 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.
365. The department recognises:
- 365.1. the importance of inclusive and respectful consultative arrangements;
  - 365.2. employees and the relevant unions(s) should have a genuine opportunity to influence decisions;
  - 365.3. the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on departmental policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
  - 365.4. consultation with employees and relevant union(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - 365.5. the benefits of employee and union involvement and the right of employees to be represented by their union.
366. Genuine and effective consultation involves:
- 366.1. providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
  - 366.2. providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
  - 366.3. considering feedback from employees and the relevant union(s) in the decision-making process; and
  - 366.4. 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

367. Consultation is required in relation to:
- 367.1. changes to work practices which materially alter how an employee carries out their work;
  - 367.2. changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
  - 367.3. major change that is likely to have a significant effect on employees;



367.4. implementation of decisions that significantly affect employees;

367.5. changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and

367.6. other workplace matters that are likely to significantly or materially impact employees.

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

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

369. This clause applies if the department:

369.1. 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

369.2. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### **Representation**

370. 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.

371. The department must recognise the representative if:

371.1. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

371.2. the employee or employees advise the employer of the identity of the representative.

### **Major change**

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

372.1. the termination of the employment of employees; or

372.2. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

372.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

372.4. the alteration of hours of work; or

372.5. the need to retrain employees; or

372.6. the need to relocate employees to another workplace; or

372.7. the restructuring of jobs.



373. The following additional consultation requirements in clause 374 to 380 apply to a proposal to introduce a major change referred to in clauses 367.3.

374. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 368.

375. Where practicable, a department change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.

376. The department must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.

377. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 368 the department must:

377.1. discuss with affected employees and relevant union(s) and/or other recognised representatives:

377.1.1. the proposed change;

377.1.1.1. the effect the proposed change is likely to have on the employees; and

377.1.1.2. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and

377.1.2. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:

377.1.2.1. all relevant information about the proposed change, including the nature of the change proposed; and

377.1.2.2. information about the expected effects of the proposed change on the employees; and

377.1.2.3. any other matters likely to affect the employees.

378. The department must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.

379. However, the department is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.

380. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the department, the requirements set out in clauses 374 to 378 are taken not to apply.

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

381. The following additional consultation requirements in clause 382 to 386 apply to a proposal to introduce a change referred to in clause 367.5.

382. The department must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.

383. As soon as practicable after proposing to introduce the change, the department must:



383.1. discuss with employees and the relevant union(s) and/or other recognised representatives:

383.1.1. the proposed introduction of the change; and

383.1.2. for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:

383.1.2.1. all relevant information about the proposed change, including the nature of the proposed change; and

383.1.2.2. information about what the employer reasonably believes will be the effects of the proposed change on the employees; and

383.1.2.3. information about any other matters that the employer reasonably believes are likely to affect the employees; and

383.2. Invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, the department is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.

384. [not used]

385. The department must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

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

386. 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**

387. The Secretary may establish an agency consultative committee (referred to as the Workplace Relations Committee) to discuss relevant workplace matters, including:

387.1. consider and develop means of improving the quality of the work environment;

387.2. address matters of employment concern, including those arising from the implementation and operation of this agreement;

387.3. consult employees about significant proposed changes to the policy before a final decision is made; and

387.4. handle such other responsibilities as are assigned to the agency consultative committee under the terms of this agreement.

388. The Workplace Relations Committee will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.

389. The Workplace Relations Committee will consist of employee and management representatives representing a range of groups from across the department.



390. Administrative matters pertaining to the operation of the Workplace Relations Committee are contained in policy.

### **APS consultative committee**

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

### **Dispute resolution**

392. If a dispute relates to:

- 392.1. a matter arising under the agreement; or
- 392.2. the NES;

this term sets out procedures to settle the dispute.

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

394. 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.

395. 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.

396. 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 395 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

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

397.1. 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

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

- 397.2.1. arbitrate the dispute; and
- 397.2.2. 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 FW Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.*

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



398.1. an employee must continue to perform their work as they would normally in accordance with established custom and practice at the department that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and

398.2. subject to 398.1, 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:

398.2.1. the work is not safe; or

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

398.2.3. the work is not appropriate for the employee to perform; or

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

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

400. Any disputes arising under the *Department of Foreign Affairs and Trade Enterprise Agreement 2019* or the NES that were formally notified under clause 91 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**

401. Where the provisions of clauses 392 to 396 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 393 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 396.

#### **Delegates' rights and freedom of association**

402. Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to the department.

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

404. The department and union delegates will work together respectfully and collaboratively.

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

405. The department respects the role of union delegates to:

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

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

405.3. represent the interests of members to the employer and industrial tribunals; and

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- 405.4. represent members at relevant union forums, consultative committees or bargaining.
406. The department and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.
407. 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.
408. To support the role of union delegates, the department will, subject to legislative and operational requirements, including privacy and security requirements:
- 408.1. provide union delegates with reasonable access to departmental facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
  - 408.2. advise union delegates and other union officials of the departmental facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
  - 408.3. allow reasonable official union communication appropriate to the department from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include the department vetoing reasonable communications.
  - 408.4. provide access to new employees as part of induction; and
  - 408.5. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
409. Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or department before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

#### **Freedom of association**

410. The right for an employee to belong to an employee organisation will be respected, as will the right for an employee not to belong to an employee organisation.



## Section 11: Separation and retention

### Resignation

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

### Payment on death of an employee

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

### Termination of Employment

415. Section 29 of the PS Act sets out the grounds for termination of an ongoing APS employee. Notice of termination will be provided consistent with the FW Act.
  - 415.1. The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those applicable under:
    - 415.1.1. the FW Act;
    - 415.1.2. other Commonwealth laws (including the Constitution); and
    - 415.1.3. at common law.
  - 415.2. Termination of, or a decision to terminate employment, cannot be reviewed under the procedures for resolving disputes provided by this agreement.
  - 415.3. Nothing in this agreement prevents the Secretary from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu subject to compliance with the procedures established by the Secretary for determining whether an employee has breached the APS Code of Conduct under section 15 of the PS Act.



## Redeployment, retraining, redundancy

### Application

416. The following redeployment, reduction and redundancy provisions apply to non-probationary, ongoing employees. Arrangements for non-ongoing employees are contained in their contract of employment.

### Definition of excess

417. An employee is excess if:

417.1. the duties performed by the ongoing employee are no longer necessary for the efficient and economical working of the department; or

417.2. the services of the employee cannot be effectively used because of technological or other changes in the work methods of the department or structural or other changes in the nature, extent or organisation of the functions of the department; or

417.3. the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the new locality and no suitable alternative duties can be identified at the current locality and the Secretary has determined that the redeployment, reduction and redundancy provisions of the agreement apply to the employee.

### Process

418. If the Secretary identifies an employee potentially excess, the Secretary will hold discussions with the employee and, if they choose, a representative to consider the following options:

418.1. redeployment within the department to a suitable vacancy at the employee's current classification;

418.2. redeployment within the department to a suitable vacancy at a lower classification in accordance with clauses 446 to 447 below;

418.3. voluntary redundancy consistent with clauses 428 to 430 below.

419. The maximum time within which these discussions are to take place (the 'discussion period') will be one month, or four weeks, whichever is the longer.

420. The Secretary may, prior to the conclusion of the discussion period, invite ongoing employees who are not potentially excess to express interest in voluntary redundancy where those redundancies permit the redeployment of employees who are potentially excess.

421. Employees who are advised they are potentially excess will be reimbursed, up to an amount specified in policy, to seek professional financial advice.

### Provision of information

422. During the discussion period a potentially excess employee who has been asked to consider voluntary redundancy under clause 418 will be given information on:

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- 422.1. the amount of redundancy pay, payment in lieu of notice and the value of leave credits to be paid out;
  - 422.2. the amount of accumulated superannuation contributions;
  - 422.3. the options open to the employee concerning superannuation; and
  - 422.4. the taxation rules applying to the various payments.

### **Decision by secretary**

- 423. Following the conclusion of the discussion period the Secretary may decide to take any of the actions specified in clause 418.
- 424. If the Secretary decides to offer a voluntary redundancy to an employee, they will do so in writing.

### **Timeframes**

- 425. If it is determined that the employee will be redeployed the employee will be placed in a position determined by the Secretary in consultation with the employee and potential work areas. This will occur as soon as practicable after the cessation of the discussion period.
- 426. The employee will also be invited to seek redeployment through any whole of government redeployment mechanisms that may be in place from time to time.
- 427. An employee that is made an offer of voluntary redundancy under clause 424 will have one month from the date of the offer to decide to accept or decline the offer (the 'consideration period'). If an employee declines an offer of voluntary redundancy under clause 424 they will be considered excess from the end of the consideration period and may be subject to the involuntary redundancy provisions specified in clauses 437 to 442.

### **Redundancy pay**

- 428. An employee who accepts an offer of voluntary redundancy, and whose employment is terminated under section 29 of the PS Act on the grounds that they are excess to the requirements of the department, is entitled to redundancy pay of an amount equal 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.
- 429. The minimum sum 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 the NES.
- 430. Redundancy pay will be calculated on a pro rata basis for any period where an employee has worked part-time hours during their period of service and where the employee has less than 24 years full-time service.

### **Service for redundancy pay purposes**

- 431. Subject to clause 432 to 433, service for redundancy pay purposes means:

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- 431.1. service in the department;
  - 431.2. government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
  - 431.3. service with the Australian Defence Forces where the ongoing employee is not in receipt of a service pension in respect of the relevant service;
  - 431.4. APS service immediately preceding deemed resignation (under the repealed section 49 of the *Public Service Act 1922*), if the service has not previously been recognised for severance pay purposes; and
  - 431.5. service in another organisation where an ongoing employee was moved from the APS to that organisation due to an assignment of duties, or an ongoing employee engaged by that organisation on work within a function is appointed as a result of the movement of that function to the APS and such service is recognised for long service leave purposes.

**Service not to count as service for redundancy pay purposes**

- 432. Any period of service which ceased:
  - 432.1. through termination on the following grounds, or on a ground equivalent to any of the following grounds:
    - 432.1.1. the ongoing employee lacks, or has lost, an essential qualification for performing their duties;
    - 432.1.2. non-performance, or unsatisfactory performance of duties;
    - 432.1.3. inability to perform duties because of physical or mental incapacity;
    - 432.1.4. failure to satisfactorily complete an entry level training course;
    - 432.1.5. failure to meet a condition imposed under section 22(6) of the PS Act or
    - 432.1.6. a breach of the APS Code of Conduct.
  - 432.2. on a ground equivalent to a ground listed in subclause 85.1(a) under the repealed *Public Service Act 1922*;
    - 432.2.1. through voluntary retirement at or above the minimum retiring age applicable to the ongoing employee; or
    - 432.2.2. with the payment of a redundancy benefit or similar payment or an employer- financed retirement benefit, will not count as service for redundancy pay purposes.
- 433. Absences from duty which do not count as service for any purpose will not count as service for redundancy pay purposes.



## Earlier periods of service

434. For periods of service to count for redundancy pay purposes there must be no breaks between the periods of service, except where the break in service is less than one month and occurs where an offer of employment in relation to the second period of service was made and accepted by the employee before the first period of service ended (whether or not the two periods of service are with the same employer or agency).
435. Periods of service which 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* will also count for service.

## Rate of payment – redundancy pay

436. For the purposes of calculating any payment under clauses 428 to 430, salary will comprise the following only:
- 436.1. the ongoing employee's salary; or
  - 436.2. where the ongoing employee has been acting in a higher classification for a continuous period of at least 12 months immediately preceding the date on which the ongoing employee is given notice of retrenchment, the salary of the higher classification; and
  - 436.3. other allowances in the nature of salary paid during periods of annual leave and on a regular basis, excluding performance bonuses, allowances which are a reimbursement for expenses incurred or payment for disabilities associated with the performance of duty.

## Involuntary redundancy

437. An excess employee who has declined an offer of a voluntary redundancy will be entitled to a period of retention as follows:
- 437.1. 13 months where the employee has 20 years or more service or is over 45 years of age; or
  - 437.2. 7 months for all other employees.
438. If an excess employee is entitled to a redundancy payment in accordance with the NES, the applicable retention period identified in clause 437 will be reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES as at the expiration of the retention period (as adjusted by this clause).
439. The retention period will commence from the day the employee is notified in writing they are an excess employee, or one month after the day an employee is made an offer of a voluntary redundancy. The retention period will be extended by any approved periods of personal/carer's leave evidenced by a medical certificate from a registered health practitioner.
440. During the retention period the Secretary will continue to take reasonable steps to find alternative employment for the excess ongoing employee including:

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- 440.1. potential excess employees being considered in isolation for any departmental vacancies;
  - 440.2. referral to any whole of government redeployment mechanisms that may be in place from time to time or, where this is not available, an alternate redeployment service provider; and/or
  - 440.3. reducing the excess employee's classification in accordance with clauses 446 to 447.
441. The Secretary may, with the agreement of the employee, terminate the employee's employment under section 29 of the PS Act where there is insufficient productive work available for an excess employee during the remainder of the retention period and there are no reasonable redeployment prospects in the APS. Upon termination, the employee will be paid a lump sum comprising:
- 441.1. the balance of the retention period (as shortened for the NES under clause 438) and this payment will be taken to include the payment in lieu of notice of termination of employment; and
  - 441.2. the employee's NES entitlement to redundancy pay.
442. An excess employee will not be retrenched involuntarily if the ongoing employee has not been offered a voluntary redundancy.

#### **Period of notice**

443. Where an employee accepts an offer of voluntary redundancy the Secretary may approve the employee's redundancy and, upon approval, will give four weeks' notice of termination (the 'notice period'). Where the employee is over 45 years of age with at least five years continuous service the notice period will be five weeks.
444. Where an employee separates or is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.
445. An excess employee serving a period of retention will be given four weeks' notice of termination prior to the expiry of the retention period. Where the employee is over 45 years of age with at least five years continuous service the notice period will be five weeks. The notice period will be extended by any approved periods of personal/carer's leave evidenced by a medical certificate from a registered health practitioner and taken within the notice period.

#### **Reduction in classification**

446. During the discussion period, the Secretary may agree with a potentially excess employee to redeployment within the department at a lower classification. Where this occurs the employee will continue to be paid at their previous salary level for a period of time equal to that which would otherwise be payable as redundancy pay under clauses 428 to 430. The salary payable following this period will be determined under clause 29 of this agreement.
447. Where an employee agrees to redeployment at a lower classification during a retention period the employee will continue to be paid at their previous salary level for the balance of the retention period.



## Attachment A – Base salaries

Broadband One, APS Level 1-3					
Classification and salary levels		As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS Level 1	1	51,260	53,310	55,336	57,497
	2	55,983	58,222	60,434	62,489
APS Level 2	1	59,342	61,716	64,061	66,239
	2	61,412	63,868	66,295	68,549
	3	64,086	66,649	69,182	71,534
APS Level 3	1	67,249	69,939	72,597	75,065
	2	73,298	76,230	79,127	81,817

Broadband Two, APS Level 4-5					
Classification and salary levels		As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS Level 4	1	75,357	78,371	81,349	84,115
	2	80,336	83,549	86,724	89,673
APS Level 5	1	83,095	86,419	89,703	92,753
	2	85,649	89,075	92,460	95,604
	3	88,793	92,345	95,854	99,113

APS Level 6 Band					
Classification and salary levels		As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS Level 6	1	91,617	95,282	98,903	102,266
	2	97,110	100,994	104,832	108,396
	3	103,015	107,136	111,207	114,988

Executive Level 1 Band					
Classification and salary levels		As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Executive Level 1	1	114,090	118,654	123,163	127,351
	2	120,161	124,967	129,716	134,126
	3	124,284	129,255	134,167	138,729
	4	127,619	132,724	137,768	142,452

Executive Level 2 Band					
Classification and salary levels		As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Executive Level 2	1	137,833	143,346	148,793	153,852
	2	146,641	152,507	158,302	163,684
	3	151,382	157,437	163,420	168,976
	4	155,667	161,894	168,046	173,760

Medical Officer Band					
Classification and salary levels		As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Medical Officer 2	1	152,288	158,380	164,398	169,988
	2	156,605	162,869	169,058	174,806
Medical Officer 3	1	159,558	165,940	172,246	178,102
	2	164,625	171,210	177,716	183,758
Medical Officer 4	1	174,019	180,980	187,857	194,244
	2	180,806	188,038	195,183	201,819
	3	188,762	196,312	203,772	210,700

## Attachment B – Classification structure

General APS Classifications and Broadbands		Departmental Designations	
APS Level 1	Broadband One	[Redacted]	
APS Level 2			
APS Level 3			
Promotion		Training Band	[Redacted]
APS Level 4	Broadband Two		
APS Level 5		Graduates* (2 <sup>nd</sup> year)	
Promotion		[Redacted]	
APS Level 6 Band		[Redacted]	
Promotion		[Redacted]	
Executive Level 1 Band		[Redacted]	
Promotion		[Redacted]	
Executive Level 2 Band			Medical Officer Band

\* Subject to eligibility criteria outlined in clause 80.



## Attachment C – Conditions for employees performing specific duties

### 1. Medical Officers

- 1.1 A loading in lieu of overtime of 15 per cent of base annual salary will be payable to medical officers as recognition of the requirement that they be ‘on call’ (i.e. available to perform duty) outside regular business hours.
- 1.2 Medical officers who receive an ‘on call’ allowance are not entitled to receive a restriction allowance.
- 1.3 Medical officers will be entitled to the following for their continuing professional development:
  - 1.3.1 up to one week per annum paid attendance at approved professional development conferences or seminars, including:
    - 1.3.1.1 return air fares;
    - 1.3.1.2 registration fees; and
    - 1.3.1.3 accommodation and meals.
- 1.4 The Secretary may, subject to operational needs and available budget, approve a medical officer to access more than one week of paid leave per annum to attend professional development conferences or seminars.
- 1.5 The Secretary may, subject to operational needs and available budget, approve paid or unpaid leave for the purposes of maintaining or building skills relevant to the medical officer’s position.
- 1.6 In recognition of their unique specialist skills and importance to the health of staff at Australia’s missions overseas, medical officers will be entitled to an allowance, payable in accordance with the rates set out in clause 1.8, where they have a Fellowship (Specialist) qualification with one of the following:
  - 1.6.1 Fellowship of the Royal Australian College of General Practitioners;
  - 1.6.2 Fellowship of the College of Rural and Remote Medicine;
  - 1.6.3 Fellowship of the Faculty of Occupation Medicine (Royal Australasian College of Physicians).
- 1.7 Medical officers will also be entitled to a second allowance payable in accordance with the rates set out in clause 1.8 for a qualification in tropical medicine.

1.8 Allowances outlined in clauses 1.6 and 1.7 will be payable as follows:

<b>Rate on commencement of agreement</b>	<b>Rate from 13 March 2025</b>	<b>Rate from 12 March 2026</b>
\$15,600 per annum	\$16,193 per annum	\$16,744 per annum

## **2. Passport Offices**

2.1 Subject to clause 2.2 below, an employee will be entitled to a one-off APO payment of \$800 in the first full pay period after 1 July 2024 if the employee:

- 2.1.1 worked in the APO as a full-time or part-time employee for at least 100 working days in the 2023-24 Financial Year;
- 2.1.2 was rated as 'Performing Well' or higher in the 23/24 performance cycle; and
- 2.1.3 is not the subject of an APS Code of Conduct or integrity investigation.

2.2 The one-off APO payment will be pro-rated for:

- 2.2.1 employees who worked in the APO on a part-time basis in the 2023/24 Financial Year, in which case the payment will be pro-rated based on their average weekly hours of work over the year (against standard full-time weekly hours); and
- 2.2.2 employees who ceased working in the APO before 1 July 2024, in which case the payment will be pro-rated based on number of working days the employee worked in the APO in the 2023-24 Financial Year (against the total number of working days in the 2023-24 Financial Year).

2.3 The Secretary may approve special overtime payments to enable a Passport Office to cope with increases in demand and other unforeseen circumstances.

2.4 Employees called out after-hours to attend requests for urgent passport issues will be paid overtime consistent with this agreement. Reasonable travel time will also be paid where the travel time occurs outside the working hours bandwidth.

2.5 Where APS Level 1 to 6 Passport Office employees work on a day that is a public holiday for that Office, those employees are entitled to choose either payment for overtime or to take TOIL in accordance with the overtime provisions of this agreement. Where an APS Level 1 to 6 Passport Office employee elects to take TOIL rather than receiving payment for overtime, the subsequent use of TOIL will be subject to operational requirements.

## **Consular Emergency Centre and Global Watch Office**

3 Employees working shifts in the Consular Emergency Centre and/or Global Watch Office will be eligible to be paid a fortnightly allowance (i.e. an annualised shift penalty) in accordance with the shift work provisions of this agreement.

## **Technical Services**

4 In addition to the provisions governing working arrangements and compensation for employees



required to work long hours under difficult circumstances, technical employees are also entitled to receive a site allowance in situations, particularly overseas, where the working conditions are difficult. Details about this and other working arrangements specifically concerning technical employees are outlined in policy.

### **Employees Performing Classified Courier Services**

- 5 Specific arrangements for employees performing classified courier runs are detailed in policy. These include access to an annualised shift allowance for full-time couriers. The arrangements may be amended from time-to-time in consultation with employees to meet changing operational requirements.