



# DECISION

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

**Commonwealth of Australia represented by the Commonwealth Grants  
Commission**  
(AG2024/305)

## COMMONWEALTH GRANTS COMMISSION ENTERPRISE AGREEMENT 2024–2027

Commonwealth employment

DEPUTY PRESIDENT MASSON

MELBOURNE, 23 FEBRUARY 2024

*Application for approval of the Commonwealth Grants Commission Enterprise Agreement  
2024-2027.*

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

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act, which commenced operation on 6 June 2023. By reason of the transitional arrangements for the Amending Act and the *notification time* for the Agreement of 1 March 2023, the *genuine agreement* requirements for agreement approval in Part 2-4 of the Fair Work Act, as it was just before 6 June 2023 apply to the present application. Further, as the Agreement was *made* on 1 February 2024 the *better off overall test* provisions in Part 2-4 of the Fair Work Act as amended on 6 June 2023 apply.

[3] Correspondence was sent to the Employer by my Chambers on 20 February 2024 raising the concern that clause 15.3 of the *Australian Public Service Enterprise Award 2015*<sup>1</sup> provides that casuals receive overtime for work outside of the span of hours Monday to Friday, on a weekend or holiday, or in excess of 36.75 hours per week, whereas the Agreement is silent in relation to casual overtime. The Employer responded on 22 February 2024 advising that the Applicant has never had the need to use casual employees for overtime and this will not change for the life of the proposed Agreement. The Employer further submitted that casual employees will not be scheduled or required to work outside of the span of hours, which is 7am to 7pm

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<sup>1</sup> MA000124.

Monday to Friday, or in excess of 37.5 hours per week. I am consequently satisfied that per s. 193A(6A) of the Act casual overtime is not a pattern of work that is reasonably foreseeable for the purposes of s.193A(6) of the Act and the better off overall test.

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

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

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 1 March 2024. The nominal expiry date of the Agreement is 28 February 2027.



DEPUTY PRESIDENT

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# **Commonwealth Grants Commission Enterprise Agreement 2024–2027**

<b>Formal Acceptance and Signatories .....</b>	<b>6</b>
<b>Section 1: Technical matters.....</b>	<b>7</b>
Title.....	7
Parties to the agreement .....	7
Operation of the agreement .....	7
Delegations .....	7
National Employment Standards (NES) precedence.....	7
Closed comprehensive agreement .....	7
Individual flexibility arrangements.....	8
Definitions .....	9
<b>Section 2: Remuneration .....</b>	<b>12</b>
Salary .....	12
Payment of salary.....	12
Salary setting.....	12
Incremental advancement .....	13
Incremental advancement for higher duties salary .....	13
Superannuation.....	13
Method for calculating superannuation salary.....	14
Payment during unpaid parental leave.....	14
Overpayments.....	14
Supported wage system.....	15
Salary packaging.....	15
<b>Section 3: Allowances and reimbursements .....</b>	<b>16</b>
Higher duties allowance.....	16
Workplace responsibility allowances.....	16
Call out allowance .....	17
Community language allowance .....	17
Reimbursement for glasses.....	18
Loss, damage and indemnity reimbursements.....	18
Expense related allowances and reimbursements .....	18
<b>Section 4: Classifications and broadbands .....</b>	<b>19</b>
Classification and Broadband structure .....	19
Movement within a broadband .....	19
Work Level Standards .....	19
<b>Section 5: Working hours and arrangements .....</b>	<b>20</b>
Job security .....	20
Commitment to ongoing employment and rebuilding APS capacity .....	20
Reporting .....	20
Pathways to permanency .....	20
Casual (irregular or intermittent) employment .....	20

Non-ongoing employment.....	21
Working hours.....	21
Bandwidth .....	21
Work outside the standard bandwidth.....	22
Flex for APS Level 1 to 6 classifications.....	22
Executive Level Time Off in Lieu (EL TOIL) .....	22
Flexible working arrangements.....	23
Requesting formal flexible working arrangements .....	23
Varying, pausing or terminating flexible working arrangements .....	25
Working from home.....	26
Ad-hoc arrangements .....	26
Altering span of hours.....	26
Extra care dependant costs.....	26
Part-time work .....	27
Christmas closedown .....	27
Public holidays.....	27
<b>Section 6: Leave .....</b>	<b>29</b>
Annual leave.....	29
Cancellation of leave or recall to duty from annual leave.....	29
Cash out of annual leave.....	29
Payment on separation.....	29
Purchased leave .....	29
Personal/carer's leave.....	30
Entitlement and accrual.....	30
Personal/carer's leave usage .....	30
Carers.....	31
Evidence.....	31
Portability of leave .....	31
Re-crediting of leave .....	32
Long service leave .....	33
Miscellaneous leave .....	33
Cultural, ceremonial and NAIDOC leave .....	33
NAIDOC leave.....	33
First Nations ceremonial leave .....	33
Cultural leave .....	33
Parental leave.....	34
Payment during parental leave.....	34
Adoption and long-term foster care .....	35
Stillbirth.....	36
Pregnancy loss leave.....	36

Premature birth leave.....	36
Transitional provisions.....	36
Compassionate leave .....	36
Bereavement leave .....	37
Emergency response leave.....	37
Jury duty.....	37
Defence reservist leave.....	38
Defence service sick leave.....	39
Leave to attend proceedings.....	39
<b>Section 7: Employee support and workplace culture .....</b>	<b>40</b>
Blood donation.....	40
Vaccinations .....	40
Employee Assistance Program (EAP) .....	40
Respect at work.....	40
Principles.....	40
Consultation.....	40
Family and domestic violence support .....	41
Integrity in the APS.....	42
First Nations cultural competency training.....	43
Lactation and breastfeeding support.....	43
Disaster support.....	43
<b>Section 8: Performance and development .....</b>	<b>44</b>
Performance, capability and development.....	44
Managing underperformance .....	44
Workloads .....	44
Study assistance .....	45
Professional memberships and development .....	45
<b>Section 9: Travel and location-based conditions .....</b>	<b>46</b>
Travel.....	46
Use of private motor vehicle.....	46
Relocation assistance .....	46
<b>Section 10: Consultation, representation and dispute resolution .....</b>	<b>47</b>
Consultation .....	47
Principles.....	47
When consultation is required .....	47
Provisions for consultation on major change and introduction of a change to a regular roster or ordinary hours of work of employees.....	48
Representation .....	48
Major change .....	48
Change to regular roster or ordinary hours of work .....	49

Interaction with emergency management activities .....	50
Agency consultative committee .....	50
APS Consultative Committee .....	50
Dispute resolution .....	51
Leave of absence to attend proceedings .....	52
Delegates' rights .....	52
Supporting the role of union delegates .....	52
<b>Section 11: Separation and retention .....</b>	<b>54</b>
Resignation .....	54
Payment on death of an employee .....	54
Redeployment, retraining, redundancy .....	54
Excess employees .....	54
Definition of excess employee .....	54
Consultation with potentially excess employees .....	54
Declaring an employee excess .....	55
Voluntary retrenchment .....	55
Assistance .....	55
Period of notice .....	55
Severance benefit .....	56
Rate of Payment .....	57
Accelerated separation option and additional payment .....	57
Retention and redeployment .....	57
Retention period .....	58
Involuntary retrenchment .....	58
Termination of non-ongoing employees .....	59
<b>Attachment A – Base salaries .....</b>	<b>60</b>
<b>Attachment B – Supported Wage System .....</b>	<b>61</b>
Definitions .....	61
Eligibility criteria .....	61
Supported wage rates .....	62
Assessment of capacity .....	62
Lodgement of SWS wage assessment agreement .....	62
Review of assessment .....	63
Other terms and conditions of employment .....	63
Workplace adjustment .....	63
Trial period .....	63

# Formal Acceptance and Signatories

## Employer

Signed for and on behalf of the **Commonwealth by the Secretary, Commonwealth Grants Commission:**

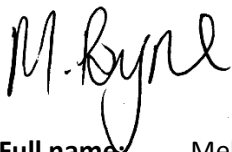


**Full name:** Jonathan Rollings

**Address:** Level 4, 73 Northbourne Avenue, CANBERRA CITY ACT 2601

## Union

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



**Full name:** Melissa Payne

**Address:** 54-58 Foveaux St, Surry Hills NSW 2010

## Employee Bargaining Representatives

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



**Full name:** Shannon Madden

**Address:** Level 4, 73 Northbourne Avenue, CANBERRA CITY ACT 2601



**Full name:** Bernice Mulcahy

**Address:** Level 4, 73 Northbourne Avenue, CANBERRA CITY ACT 2601



# Section 1: Technical matters

## Title

1. This agreement will be known as the *Commonwealth Grants Commission Enterprise Agreement 2024–2027*.

## 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 Commonwealth Grants Commission (CGC) employed under the PS Act other than:
    - 2.2.1 Senior Executive Service employees or equivalent; and
  - 2.3 subject to notice being given in accordance with section 183 of the FW Act, the following employee organisation which was a bargaining representative for this agreement:
    - 2.3.1 the Community and Public Sector Union (CPSU).

## Operation of the agreement

3. This agreement will commence operation 7 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 CGC in any respect when compared with the NES.

## Closed comprehensive agreement

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

## Individual flexibility arrangements

10. The CGC and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - 10.1 the agreement deals with one or more of the following matters:
    - 10.1.1 arrangements about when work is performed;
    - 10.1.2 overtime rates;
    - 10.1.3 penalty rates;
    - 10.1.4 allowances;
    - 10.1.5 remuneration; and
    - 10.1.6 leave and leave loading; and
  - 10.2 the arrangement meets the genuine needs of the CGC and employee in relation to one or more of the matters mentioned in clause 10.1; and
  - 10.3 the arrangement is genuinely agreed to by the CGC and employee.
11. The CGC must ensure that the terms of the individual flexibility arrangement:
  - 11.1 are about permitted matters under section 172 of the FW Act;
  - 11.2 are not unlawful terms under section 194 of the FW Act; and
  - 11.3 result in the employee being better off overall than the employee would be if no arrangement was made.
12. The CGC must ensure that the individual flexibility arrangement:
  - 12.1 is in writing;
  - 12.2 includes the name of the CGC and employee;
  - 12.3 is signed by the CGC and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - 12.4 includes details of:
    - 12.4.1 the terms of the enterprise agreement that will be varied by the arrangement;
    - 12.4.2 how the arrangement will vary the effect of the terms;
    - 12.4.3 how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
    - 12.4.4 states the day on which the arrangement commences.
13. The CGC must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

14. The CGC or employee may terminate the individual flexibility arrangement:
  - 14.1 by giving no more than 28 days written notice to the other party to the arrangement; or
  - 14.2 if the CGC and employee agree in writing – at any time.
15. The CGC and employee are to review the individual flexibility arrangement at least every 12 months.

## Definitions

16. The following definitions apply to this agreement:

**APS agency** means an agency whose employees are employed under the PS Act, including an agency as defined in section 7 of 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 *Commonwealth Grants Commission Enterprise Agreement 2024–2027*.

**APS** means the Australian Public Service.

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

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

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

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

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

**CGC** means the Commonwealth Grants Commission.

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

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

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

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

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

**EAP** means the employee assistance program.

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

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

**Family means:**

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

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

**Flextime** is a flexible working arrangement available to employees (excluding casual employees) at the APS Level 1 to 6 classifications which enables an employee and the Secretary to vary working hours, patterns and arrangements to average full-time working hours of 75 hours, or agreed part-time hours, over a fortnightly settlement period. Flextime credits and debits work on an hour-for-hour basis for work and official travel.

**Full-time employee** means an employee whose ordinary hours are 75 hours per fortnight in accordance with this agreement.

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

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

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

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

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

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

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

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

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

**Part-time employee** means an employee whose ordinary hours are less than 75 hours per fortnight in accordance with this agreement. Except where otherwise specified in this agreement, remuneration for part-time employees (other than expense-related allowances and reimbursements) will be pro-rated.

**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 the CGC, or the Secretary's delegate.

**Settlement period** covers a regular pay period and commences on Thursday pay day and finishes a fortnight later at the end of the respective Wednesday.

**Usual location of work** means CGC's office premises as set out in the employee's letter of offer or employment documentation. If a location of work has not been specified on commencement with the CGC, the Secretary may specify a designated location as the usual location of work by advising the employee in writing.

## Section 2: Remuneration

### Salary

17. Salary rates will be as set out in Attachment A of this agreement.
18. The base salary rates in Attachment A include the following increases:
  - 18.1 4.0 per cent from the first full pay period on or after 1 March 2024 (14 March 2024);
  - 18.2 3.8 per cent from the first full pay period on or after 1 March 2025 (13 March 2025);  
and
  - 18.3 3.4 per cent from the first full pay period on or after 1 March 2026 (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 base salary rates in Attachment A were calculated based on base salary rates as at 31 August 2023 plus a performance bonus roll-in component for respective salary points.

### Payment of salary

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

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

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

### Salary setting

21. Where an employee is engaged, moves to or is promoted in the CGC, 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 provisions.
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 provisions, 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 CGC immediately following a period of non-ongoing employment in the CGC, the Secretary will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the CGC.
25. Where an employee commences ongoing employment in the CGC immediately following a period of casual employment in the CGC, the Secretary will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the CGC.

26. Where an APS employee moves to the CGC 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.

### **Incremental advancement**

28. The CGC salary structure, as set out in Attachment A, features 3 pay points per classification.
29. Salary advancement through the pay points relevant to the employee's classification is based on an employee meeting the necessary requirements in the CGC's performance, capability and development framework.
30. An employee is eligible to move from the first pay point to the second pay point in a classification after 12 months, subject to a satisfactory performance assessment in the CGC's performance, capability and development framework.
31. An employee is eligible to move from the second pay point to the third pay point in a classification after 12 months, subject to a satisfactory performance assessment in the CGC's performance, capability and development framework.
32. Eligible service for salary advancement will include:
  - 32.1 Periods of paid leave;
  - 32.2 Periods of unpaid parental leave;
  - 32.3 Periods of unpaid leave that count as service; and
  - 32.4 Service while employed on a non-ongoing basis.
33. During a period of unpaid parental leave, employees will be eligible to advance a maximum of one pay point increment, regardless of the length of unpaid parental leave.
34. Casual employees are not eligible for salary advancement.

### **Incremental advancement for higher duties salary**

35. An employee who is acting at a higher classification for a continuous or aggregate period of 12 months or more will be eligible for salary progression of their higher duties' salary, subject to an assessment of satisfactory performance at the higher classification.
36. Salary advancement while acting at a higher classification will be retained for future acting duties at, promotion to, or movement through a broadband to, that classification regardless of elapsed time.

### **Superannuation**

37. The CGC will make compulsory employer contributions as required by the applicable legislation and fund requirements.

38. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
39. The CGC 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 CGC's payroll system.

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

40. The CGC 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.
41. Employer contributions will be made for all employees covered by this agreement.
42. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

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

43. 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 or other accumulation fund.

#### **Overpayments**

44. An overpayment occurs if the Secretary (or the CGC) 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.
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 agency 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 circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
49. The CGC and employee may agree to make a 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 CGC 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 CGC from pursuing recovery of the debt through other available legal avenues; or
  - 51.3 the employee or the CGC from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

### **Supported wage system**

52. An employee can get a percentage of the relevant pay rate in line with their assessed capacity to do the work if they:
  - 52.1 have a disability;
  - 52.2 meet the criteria for a Disability Support Pension; and
  - 52.3 are unable to perform duties to the capacity required.
53. Specific conditions relating to the supported wage system are detailed in Attachment B.

### **Salary packaging**

54. An employee may access salary packaging in accordance with CGC policy.
55. Where an employee takes up the option of salary packaging, the employee's salary for the purposes of superannuation, severance and termination payments (and any other purpose) will be determined as if the salary packaging arrangement had not been entered into.

## Section 3: Allowances and reimbursements

### Higher duties allowance

56. 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.
57. 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.
58. 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.
59. Where an employee is assigned only part of the higher duties, the Secretary will determine the amount of allowance payable.
60. 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.
61. The Secretary may shorten the qualifying period for higher duties allowance on a case-by-case basis.

### Workplace responsibility allowances

62. A workplace responsibility allowance will be paid where the CGC has appointed or elected an employee to one or more of the following roles:
  - 62.1 First Aid Officer;
  - 62.2 Health and Safety Representative;
  - 62.3 Emergency Warden;
  - 62.4 Harassment Contact Officer; or
  - 62.5 Mental Health First Aid Officer.
63. An employee who is appointed to more than one role specified in clause 62 will receive only one workplace responsibility allowance unless approved otherwise by the Secretary.
64. The workplace responsibility fortnightly allowance rates are specified in **Table 1** below:

**Table 1: Workplace responsibility fortnightly allowance rates**

Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$31.20	\$32.40	\$33.50

- 65. The full workplace responsibility allowance is payable regardless of flexible work and part-time arrangements.
- 66. An employee’s physical availability to undertake the role will be considered by the CGC when appointing and reappointing employees to these roles, acknowledging that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken.
- 67. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount, provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

### Call out allowance

- 68. An employee will receive a \$75 call out allowance where:
  - 68.1 the employee’s home phone or personal mobile phone is identified as an after-hours emergency contact point; and
  - 68.2 that employee is required to attend a call out at the CGC’s office premises.

### Community language allowance

- 69. 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. Further information is included in policy.
- 70. The allowance is paid in accordance with the employee’s level of competency:

**Table 2: 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

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

### **Reimbursement for glasses**

75. If an employee requires glasses for work purposes, the CGC will provide reimbursement for out-of-pocket expenses (after any health insurance rebate) up to the value of:
  - 75.1 \$125 for mono-focal glasses; and
  - 75.2 \$200 for bifocal or multi-focal glasses.

### **Loss, damage and indemnity reimbursements**

76. The Secretary may approve reimbursement for the loss or damage to clothing or personal effects which occurs in the course of an employee's work.

### **Expense related allowances and reimbursements**

77. Expense-related allowances and reimbursements will increase by the respective December annual Consumer Price Index (CPI) movements on 13 March 2025 and 12 March 2026. This includes the callout allowance, reimbursement for glasses, the amount for financial advice, and the amount for redeployment services. The CPI increases do not apply to travel allowances and the motor vehicle allowance.

## Section 4: Classifications and broadbands

### Classification and Broadband structure

- 78. The CGC classification and broadband structure under this agreement consists of the following:
  - 78.1 APS Level 1 to APS Level 3 Broadband;
  - 78.2 APS Level 4 to APS Level 6 Broadband;
  - 78.3 Executive Level 1; and
  - 78.4 Executive Level 2.

### Movement within a broadband

- 79. Movement through classifications within a broadband may occur where:
  - 79.1 There is sufficient ongoing work at the higher classification;
  - 79.2 The employee has demonstrated the skills, proficiencies, values and behaviours required to successfully perform the duties at the higher classification level in accordance with the work level standards; and
  - 79.3 The employee has achieved a satisfactory performance assessment within the annual performance, capability and development cycle.

### Work Level Standards

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

## Section 5: Working hours and arrangements

### Job security

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

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

#### Reporting

82. Where a consultative committee is in place, the CGC will report to the CGC 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 CGC.

#### Pathways to permanency

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

### Casual (irregular or intermittent) employment

84. A casual (irregular or intermittent) employee is defined in the definitions section.
85. A decision to expand the use of casual employees is subject to consultation provisions in Section 10 of this agreement.
86. The CGC will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
87. Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25 per cent loading on their base hourly rate of their classification as set out in this agreement.
88. 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.
89. A casual employee will be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
90. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

## **Non-ongoing employment**

91. A non-ongoing employee is defined in the definitions section.
92. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
  - 92.1 personal/carer's leave accrual at clause 180;
  - 92.2 redeployment, retraining and redundancy provisions at clauses 380 to 418, subject to clause 93; and
  - 92.3 termination arrangements under clauses 419 to 421.
93. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clauses 380 to 418 will apply.
94. If the redundancy provisions apply to an employee under clause 93, the agency must adhere to the consultation requirements in Section 10 of this agreement regarding consultation, representation and dispute resolution, and Section 11 of this agreement regarding redundancy, retraining and redeployment.

## **Working hours**

95. The ordinary hours of work for a full-time employee are 75 hours over a fortnightly settlement period.
96. Standard ordinary hours for a full-time employee are worked on the basis of 7 hours and 30 minutes per day, Monday to Friday, commencing at 8:30 am and finishing at 5pm, with a one-hour unpaid lunch break.
97. An employee should not work more than 10 hours per day unless directed to do so.
98. An employee must not work more than 5 hours without an unpaid break of at least 30 minutes, except where the employee is scheduled to work 6 hours or less and has requested to work beyond the 5-hour period.
99. Where the Secretary reverts a full-time employee to standard ordinary hours, the employee will work 7 hours and 30 minutes per day, Monday to Friday, commencing at 8:30 am and finishing at 5 pm, with a one-hour unpaid lunchbreak.
100. Where a part-time employee is reverted to their ordinary hours, they will work their agreed working pattern and hours.
101. With an employee's agreement, the Secretary may determine different commencement, finishing and break times for an employee who is reverted to standard ordinary hours.
102. Once it has been established that an employee is absent from duty without approval, all pay and other benefits provided under this agreement will cease until the employee resumes duty or is granted leave.

## **Bandwidth**

103. The standard bandwidth for work is between the hours of 7 am and 7 pm, Monday to Friday.

## **Work outside the standard bandwidth**

104. If operational requirements necessitate, an employee may be directed to work reasonable additional hours.
105. Where an employee is directed to work additional hours outside the bandwidth, they will be entitled to an 8-hour break, plus reasonable travelling time, before being required to recommence duty.

## **Flex for APS Level 1 to 6 classifications**

106. An employee at an APS Level 1 to 6 classification (excluding casual employees) may access flextime arrangements under this agreement.
107. A full-time employee at an APS Level 1 to 6 classification may not carry over in excess of 37 hours and 30 minutes flextime credit (pro-rata for a part-time employee) at the end of any fortnightly settlement period.
108. A full-time employee at an APS Level 1 to 6 classification may not carry over in excess of 10 hours flextime debit (pro-rata for a part-time employee) at the end of any fortnightly settlement period.
109. The Secretary may agree to a higher carryover of flex credit or debit in exceptional circumstances.
110. Flextime arrangements are not available where the Secretary has decided standard ordinary hours apply to an employee in accordance with clauses 99 to 101.
111. On separation from the CGC, an employee with a flextime credit of up to 37 hours and 30 minutes that cannot be reasonably accessed prior to separation may be paid out at the Secretary's discretion.
112. Any flextime debt may be recovered in accordance with the overpayment provisions in this agreement.

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

113. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
114. 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 CGC.
115. A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.
116. 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.
117. 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.



118. 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.
119. 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.

## **Flexible working arrangements**

120. The CGC, employees and their union recognise:
  - 120.1 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;
  - 120.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
  - 120.3 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;
  - 120.4 that flexibility applies to all roles in the CGC, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
  - 120.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
121. The CGC is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the CGC at all levels. This may include developing and implementing strategies through a CGC consultative committee.
122. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

## **Requesting formal flexible working arrangements**

123. The following provisions do not diminish an employee's entitlement under the NES.
124. An employee may make a request for a formal flexible working arrangement.
125. The request must:
  - 125.1 be in writing;
  - 125.2 set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
  - 125.3 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.
126. The Secretary must provide a written response to a request within 21 days of receiving the request.

127. The response must:
- 127.1 state that the Secretary approves the request and provide the relevant detail in clause 128; or
  - 127.2 if following discussion between the CGC and the employee, the agency and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
  - 127.3 state that the Secretary refuses the request and include the following matters:
    - 127.3.1 details of the reasons for the refusal; and
    - 127.3.2 set out the CGC's particular business grounds for refusing the request, explain how those grounds apply to the request; and
    - 127.3.3 either:
      - 127.3.3.1 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
      - 127.3.3.2 state that there are no such changes; and
    - 127.3.4 state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.
128. Where the Secretary approves the request, this will form an arrangement between the CGC and the employee. Each arrangement must be in writing and set out:
- 128.1 any security and work health and safety requirements;
  - 128.2 a review date (subject to clause 132); and
  - 128.3 the cost of establishment (if any).
129. The Secretary may refuse to approve the request only if:
- 129.1 the CGC has discussed the request with the employee; and
  - 129.2 the CGC 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
  - 129.3 the CGC and the employee have not reached such an agreement; and
  - 129.4 the CGC has had regard to the consequences of the refusal for the employee; and
  - 129.5 the refusal is on reasonable business grounds.

130. Reasonable business grounds include, but are not limited to:
  - 130.1 the new working arrangements requested would be too costly for the CGC;
  - 130.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
  - 130.3 it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
  - 130.4 the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
  - 130.5 the new working arrangements requested would be likely to have a significant negative impact on customer service; and
  - 130.6 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.
131. For First Nations employees, the CGC must consider connection to country and cultural obligations in responding to requests for altering the location of work.
132. Approved flexible working arrangements will be reviewed by the CGC 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**

133. An employee may request to vary an approved flexible working arrangement in accordance with clause 125. An employee may request to pause or terminate an approved flexible working arrangement.
134. The Secretary may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 136.
135. The agency must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
136. Prior to the Secretary varying, pausing or terminating the arrangement under clause 134, the CGC must have:
  - 136.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
  - 136.2 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);
  - 136.3 had regard to the consequences of the variation, pause or termination for the employee;
  - 136.4 ensured the variation, pause or termination is on reasonable business grounds; and
  - 136.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 127.3.

### **Working from home**

137. The CGC 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.
138. The CGC may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
139. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
140. The CGC will provide employees with guidance on working from home safely.
141. Employees will not be required by the CGC 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 CGC will consider the circumstances of the employees and options to achieve work outcomes safely.

### **Ad-hoc arrangements**

142. 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.
143. Employees should, where practicable, make the request in writing and provide as much notice as possible.
144. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 123 to 132.
145. The CGC 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.
146. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the CGC should consider whether it is appropriate to seek to formalise the arrangement with the employee.

### **Altering span of hours**

147. 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. The CGC will not request or require that any employee alter their regular span of hours (bandwidth hours) under these provisions.

### **Extra care dependant costs**

148. The Secretary may authorise reimbursement of reasonable expenses arising from additional family care arrangements made necessary where an employee is:
  - 148.1 required to travel away from their normal work location for business purposes; or
  - 148.2 directed to work additional hours or to attend a conference or learning and development course outside the standard bandwidth as defined in clause 103, or outside the employee's ordinary hours of work.

## **Part-time work**

149. The pattern of hours for a part-time employee will provide for no less than 3 hours per day (or an alternative period agreed to by the Secretary and the employee) and will be continuous on any one day.
150. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
151. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.

## **Christmas closedown**

152. The CGC will cease its normal operations from close of business on the last working day before Christmas Day and resume normal operations on the first working day following New Year's Day.
153. Employees (excluding casual employees) will be provided with time off for the working days during this period and will be paid in accordance with their ordinary hours of work.
154. Where an employee is on leave during this period, payment for this period will be in accordance with the entitlement for that form of leave (e.g. if on long service leave at half pay, payment is at half pay).

## **Public holidays**

155. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
  - 155.1 1 January (New Year's Day);
  - 155.2 26 January (Australia Day);
  - 155.3 Good Friday and the following Monday;
  - 155.4 25 April (Anzac Day);
  - 155.5 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);
  - 155.6 25 December (Christmas Day);
  - 155.7 26 December (Boxing Day); and
  - 155.8 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.
156. If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.

157. 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.
158. 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.
159. 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.
160. 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.)
161. 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 155.1 to 155.8.
162. An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
163. Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the Secretary may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

## Section 6: Leave

### Annual leave

164. Employees (excluding casual employees) are entitled to 4 weeks of paid annual leave for each year of service.
165. Part-time employees accrue annual leave on a pro-rata basis.
166. Annual leave accrues daily and is credited fortnightly.
167. Accrued annual leave may be taken at any time, subject to operational requirements and the approval of the Secretary.
168. An employee with more than 8 weeks accrued annual leave (pro-rata for part-time employees) may be directed to take annual leave.
169. Annual leave may be taken at half pay. However, annual leave may not be taken at half pay where an employee has more than 8 weeks accrued annual leave (pro-rata for part time employees), unless approved by the Secretary.

### Cancellation of leave or recall to duty from annual leave

170. Where an employee has their leave cancelled or is recalled to duty from annual leave by the Secretary, the employee may be reimbursed reasonable travel costs and incidental expenses not otherwise recoverable from insurance or any other source.
171. An employee recalled to duty will be re-credited the period of unused leave for the days they have been recalled to duty.

### Cash out of annual leave

172. The Secretary and an employee may agree to the employee cashing out annual leave provided that:
  - 172.1 The employee has taken at least 2 weeks of annual leave in the 12 months immediately preceding the request; and
  - 172.2 the remaining balance after the cash out is at least 4 weeks.
173. The employee will be paid the full amount that would have been paid had the employee taken the leave.
174. Each agreement to cash out annual leave must be in writing with the Secretary.

### Payment on separation

175. On separation from the APS, an employee will receive payment in lieu of any untaken annual leave entitlements.

### Purchased leave

176. An employee may purchase up to 4 weeks of additional leave per year with the Secretary's agreement.

177. Salary deductions for purchased leave will be averaged over a period not exceeding 26 pays.
178. Where an employee ceases employment with the CGC, the purchased leave balance and payments will be reconciled, and payments refunded or recovered where applicable.

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

### **Entitlement and accrual**

179. Employees (excluding casual employees) are entitled to 18 days of paid personal/carer's leave for each year of service.
180. For an ongoing employee, 18 days personal/carer's leave will be credited upon the employee's commencement with the APS. After 12 months, personal/carer's leave will accrue daily and be credited fortnightly.
181. For a non-ongoing employee, up to 18 days personal/carer's leave will be credited upon the employee's commencement with the CGC, unless the employee has an existing entitlement to personal/carer's leave under the portability of leave provisions in this agreement.
182. Where a non-ongoing employee does not have an existing entitlement to personal/carer's leave, the initial leave credit will be pro-rated based on the initial contract period and will be capped at 18 days for a contract of 12 months or more.
183. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue daily and be credited fortnightly.
184. Part-time employees accrue personal/carer's leave on a pro-rata basis, and any initial credit of leave upon commencement will be pro-rated.
185. Unused personal/carer's leave will accrue from year to year but will not be paid out on separation.

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

186. An employee may take personal/carer's leave:
  - 186.1 due to personal illness or injury;
  - 186.2 to attend appointments with a registered health practitioner;
  - 186.3 to manage a chronic condition; or
  - 186.4 to provide care or support for a family member (including a household member) or a person they have caring responsibilities for, because:
    - 186.4.1 of a personal illness or injury affecting the person; or
    - 186.4.2 of an unexpected emergency affecting the other person.
187. Personal/carer's leave at full pay or half pay may be approved by the Secretary.
188. A casual employee may take personal leave without pay when not fit for work due to personal illness or injury.
189. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.



190. An employee will not be retired on invalidity grounds, without their consent, before the employee's paid personal/carer's leave credit has been exhausted, except as otherwise provided by legislation.

### **Carers**

191. A person that an employee has caring responsibilities may include a person who needs care because they:
- 191.1 have a medical condition, including when they are in hospital;
  - 191.2 have a mental illness;
  - 191.3 have a disability;
  - 191.4 are frail or aged; and/or
  - 191.5 are not a child, not limited to a child of the employee.

### **Evidence**

192. Evidence may be requested after:
- 192.1 more than 3 consecutive days; and
  - 192.2 more than 8 days without evidence in a calendar year.
193. Acceptable evidence includes:
- 193.1 a certificate from a registered health practitioner;
  - 193.2 a statutory declaration; and
  - 193.3 another form of evidence approved by the Secretary.
194. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.

### **Portability of leave**

195. Where an employee moves into the CGC 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.
196. Where an employee is engaged in the CGC 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.
197. Where an employee is engaged as an ongoing employee in the CGC, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the CGC or another 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.

198. 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 CGC or another 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.
199. Where a person is engaged as an ongoing employee in the CGC, 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 196), the Secretary will offer to recognise any unused accrued personal/carer's leave at the employee's request.
200. Where an employee is engaged as an ongoing employee in the CGC, 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.
201. For the purposes of clauses 195 to 200, an employee with a break in service of less than 2 months is considered to have continuity of service.

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

202. When an employee is on:
  - 202.1 annual leave;
  - 202.2 purchased leave;
  - 202.3 defence reservist leave;
  - 202.4 First Nations ceremonial leave;
  - 202.5 NAIDOC leave;
  - 202.6 cultural leave; or
  - 202.7 long service leave; andbecomes eligible for, under legislation or this agreement:
  - 202.8 personal/carer's leave;
  - 202.9 compassionate or bereavement leave;
  - 202.10 jury duty;
  - 202.11 emergency services leave;
  - 202.12 leave to attend to family and domestic violence circumstances; or
  - 202.13 parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;the affected period of leave will be re-credited.
203. 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.
204. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

## **Long service leave**

- 205. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 206. 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 clauses 202 to 204 of this agreement.

## **Miscellaneous leave**

- 207. The Secretary may approve a period of miscellaneous leave for an employee.
- 208. The Secretary will determine whether the period of absence is with pay or without pay.
- 209. Paid miscellaneous leave may be provided to casual employees for the purposes of paid family and domestic violence leave, and as otherwise provided by Government directive.
- 210. The Secretary will determine whether miscellaneous leave without pay counts as service for some or all purposes, subject to legislation.

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

### **NAIDOC leave**

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

### **First Nations ceremonial leave**

- 213. 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.
- 214. The Secretary may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- 215. First Nations ceremonial leave can be taken as part days.
- 216. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

### **Cultural leave**

- 217. 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 employees' particular faith or culture.
- 218. The Secretary may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 219. Cultural leave can be taken as part days.
- 220. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clauses 213 to 216.

## Parental leave

- 221. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
- 222. 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.
- 223. 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.
- 224. 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

- 225. An employee is entitled to parental leave with pay as per clauses 227 and 228 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.
- 226. Employees newly engaged in the agency or who have moved to the CGC from another APS agency are eligible for the paid parental leave in clauses 227 and 228 where such paid leave had not already been provided by another APS agency or Commonwealth employer in the 24 months since the child’s date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 227 and 228, the balance is available to the employee.
- 227. 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 3** below.

**Table 3: 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

228. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in **Table 4** below.

**Table 4: 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

229. **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.
230. **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.
231. **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**

232. 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:
- 232.1 is under 16 as at the day (or expected day) of placement;
  - 232.2 has not lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement; and
  - 232.3 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
233. 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**

- 234. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is 2 weeks.
- 235. A stillborn child is a child:
  - 235.1 who weighs at least 400 grams at delivery or whose period of gestation was 20 weeks or more; and
  - 235.2 who has not breathed since delivery; and
  - 235.3 whose heart has not beaten since delivery.

### **Pregnancy loss leave**

- 236. A pregnant employee who experiences, or an employee whose spouse or partner experiences, pregnancy loss is entitled to one week's 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.
- 237. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

### **Premature birth leave**

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

### **Transitional provisions**

- 239. 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 238 until after the legislated paid maternity leave is used.

### **Compassionate leave**

- 240. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
  - 240.1 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
  - 240.2 the employee or their partner has a miscarriage.
- 241. An employee may be asked to provide evidence to support their absences on compassionate leave.
- 242. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 243. For casual employees, compassionate leave is unpaid.

## **Bereavement leave**

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

## **Emergency response leave**

248. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:
- 248.1 the time engaged in the activity;
  - 248.2 reasonable travelling time; and
  - 248.3 reasonable recovery time.
249. 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.
- 249.1 For the purpose of this clause, the full rate of pay is to be as if the employee was at work.
250. Paid leave may be refused where the employee's role is essential to the CGC's response to the emergency.
251. 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.
252. The Secretary may approve reasonable paid or unpaid leave for ceremonial duties and training.
253. Emergency response leave, with or without pay, will count as service.

## **Jury duty**

254. 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.
255. 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.
- 255.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.

256. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
257. 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 CGC for the period of absence. This will be administered in accordance with the overpayments clause.

## **Defence reservist leave**

258. The Secretary will give an employee leave with or without pay to undertake:
  - 258.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
  - 258.2 Australian Defence Force Cadet obligations.
259. An employee who is a Defence Reservist can take leave with pay for:
  - 259.1 up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
  - 259.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
260. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
261. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
  - 261.1 Australian Navy Cadets;
  - 261.2 Australian Army Cadets; and
  - 261.3 Australian Air Force Cadets.
262. In addition to the entitlement at clause 259, 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.
263. Paid defence reservist leave counts for service.
264. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
265. Unpaid leave taken over 6 months counts as service, except for annual leave.
266. An employee will not need to pay their tax-free ADF Reserve salary to the CGC for any reason.



## **Defence service sick leave**

267. 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:
- 267.1 war like service; or
  - 267.2 non-war like service.
268. An eligible employee can get 2 types of credits:
- 268.1 an initial credit of 9 weeks (45 days) defence service sick leave (pro-rated for part-time employees) will apply as at the following dates, whichever is later:
    - 268.1.1 they start employment with the APS; or
    - 268.1.2 DVA certifies the condition; and
  - 268.2 an annual credit of 3 weeks (15 days) defence service sick leave (pro-rata for part-time employees).
269. 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.
270. Unused annual credits can be built up to 9 weeks.
271. An employee cannot use annual credits until the initial credit is exhausted.
272. Defence service sick leave is paid and counts as service for all purposes.

## **Leave to attend proceedings**

273. 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.
274. An employee who is not covered under clause 273, 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 CGC.
275. 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 leave or time off in lieu.
276. 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

- 277. 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.
- 278. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

### Vaccinations

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

### Employee Assistance Program (EAP)

- 281. 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 CGC and will be accessible on paid time.

### Respect at work

#### Principles

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

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

## **Family and domestic violence support**

285. The CGC will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
286. The CGC recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
287. Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.
288. 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:
  - 288.1 illness or injury affecting the employee resulting from family and domestic violence;
  - 288.2 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;
  - 288.3 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;
  - 288.4 making arrangements for the employee's safety, or the safety of a close relative;
  - 288.5 accessing alternative accommodation;
  - 288.6 accessing police services;
  - 288.7 attending court hearings;
  - 288.8 attending counselling; and
  - 288.9 attending appointments with medical, financial or legal professionals.
289. 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.
290. 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.
291. These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.
292. 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.
293. 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.
294. Evidence may be requested to support the CGC 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 CGC will require, unless the employee chooses to provide another form of evidence.

295. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by a police service, a court, a doctor, district nurse, a family violence support service or lawyer.
296. The CGC will take all reasonable measures to treat information relating to family and domestic violence confidentially. The CGC will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the CGC may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
297. Where the CGC needs to disclose confidential information for purposes identified in clause 296, where it is possible the CGC will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
298. The CGC 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.
299. Other available support may include, but is not limited to, flexible working arrangements, additional access to 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.
300. The CGC 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.
301. 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**

302. The CGC 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 CGC decisions.
303. 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.
304. Employees can, during their ordinary work hours, take time to:
  - 304.1 access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the agency; and
  - 304.2 attend CGC mandated training about integrity.

## **First Nations cultural competency training**

305. 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.
306. Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

## **Lactation and breastfeeding support**

307. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
308. The CGC will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 309. In considering whether a space is appropriate, an agency should consider whether:
  - 308.1 there is access to refrigeration;
  - 308.2 the space is lockable; and
  - 308.3 there are facilities needed for expressing, such as appropriate seating.
309. Where it is not practicable for any site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
310. The CGC will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
311. 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.
312. Further information is available in policy.

## **Disaster support**

313. 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.
314. 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.
315. 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, capability and development

316. All employees are required to participate in the annual performance, capability and development cycle.
317. Throughout the performance, development and capability cycle, managers and employees are encouraged to engage in regular conversations about expectations and feedback to facilitate ongoing professional and personal development.
318. Employees and managers are jointly responsible for identifying professional and personal development opportunities and progressing these opportunities through the performance, development and capability cycle.

### Managing underperformance

319. An underperformance process may be invoked where:
  - 319.1 an employee's performance is below the expected standard;
  - 319.2 the performance issues are ongoing; and
  - 319.3 informal resolution has been attempted.
320. The process for managing underperformance does not apply:
  - 320.1 to employees on probation;
  - 320.2 where action is being taken in accordance with procedures established in accordance with section 15 of the PS Act for handling breaches of the Code of Conduct;
  - 320.3 where there is a health-related reason for the underperformance; or
  - 320.4 where an essential qualification has been lost.

### Workloads

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

## **Study assistance**

324. The CGC may provide financial assistance and/or study leave to an employee to undertake a formal course of study at a tertiary or high education institution, or for a vocational education course, where the study is agreed to by the Secretary.

## **Professional memberships and development**

325. The Secretary will approve funding for a professional association membership or accreditation or professional development needs where it relates to a qualification required to perform an employee's duties.

## Section 9: Travel and location-based conditions

### Travel

326. Where employees are required to travel for work, the reasonable costs of travelling, including class of travel, accommodation, meals and other incidental expenses, will be approved by the Secretary.

### Use of private motor vehicle

327. The Secretary may approve an employee using their own vehicle, or a vehicle hired at the employee's expense, for work purposes where it will result in greater efficiency or involve less expense for the CGC.
328. The motor vehicle allowance will be paid in accordance with rates set by the Australian Taxation Office.

### Relocation assistance

329. Where an existing employee is required to relocate at the request of the CGC, 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.
330. Where an employee is required to relocate on engagement, movement or promotion to the CGC, the employee will be provided with financial relocation assistance.
331. Reasonable expenses associated with the relocation include:
- 331.1 the cost of transport of the employee, their dependants and partner by the most economical means;
  - 331.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
  - 331.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
  - 331.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
332. Additional relocation assistance may be considered by Secretary discretion.



# Section 10: Consultation, representation and dispute resolution

## Consultation

### Principles

- 333. 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.
- 334. The CGC recognises:
  - 334.1 the importance of inclusive and respectful consultative arrangements;
  - 334.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - 334.3 the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
  - 334.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - 334.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
- 335. Genuine and effective consultation involves:
  - 335.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
  - 335.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
  - 335.3 considering feedback from employees and the relevant union(s) in the decision-making process; and
  - 335.4 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

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

- 336.4 implementation of decisions that significantly affect employees;
  - 336.5 changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
  - 336.6 other workplace matters that are likely to significantly or materially impact employees.
337. The CGC, 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 CGC. 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 a regular roster or ordinary hours of work of employees**

338. This clause applies if the CGC:
- 338.1 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
  - 338.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

**Representation**

339. 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.
340. The CGC must recognise the representative if:
- 340.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - 340.2 the employee or employees advise the employer of the identity of the representative.

**Major change**

341. In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:
- 341.1 the termination of the employment of employees; or
  - 341.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - 341.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 341.4 the alteration of hours of work; or
  - 341.5 the need to retrain employees; or
  - 341.6 the need to relocate employees to another workplace; or
  - 341.7 the restructuring of jobs.

- 342. The following additional consultation requirements in clause 343 to 349 apply to a proposal to introduce a major change referred to in clause 336.3.
- 343. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 337.
- 344. Where practicable, a CGC 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.
- 345. The CGC must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
- 346. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 337, the CGC must:
  - 346.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
    - 346.1.1 the proposed change:
    - 346.1.2 the effect the proposed change is likely to have on the employees; and
    - 346.1.3 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
  - 346.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
    - 346.2.1 all relevant information about the proposed change, including the nature of the change proposed; and
    - 346.2.2 information about the expected effects of the proposed change on the employees; and
    - 346.2.3 any other matters likely to affect the employees.
- 347. The CGC 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.
- 348. However, the CGC is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
- 349. 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 CGC, the requirements set out in clauses 343 to 347 are taken not to apply.

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

- 350. The following additional consultation requirements in clause 351 to 354 apply to a proposal to introduce a change referred to in clause 336.5.
- 351. The CGC must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.

352. As soon as practicable after proposing to introduce the change, the CGC must:
- 352.1 discuss with employees and the relevant union(s) and/or other recognised representatives:
    - 352.1.1 the proposed introduction of the change; and
  - 352.2 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
    - 352.2.1 all relevant information about the proposed change, including the nature of the proposed change; and
    - 352.2.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
    - 352.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - 352.3 invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, the CGC is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
353. The CGC 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**

354. 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**

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

#### **APS Consultative Committee**

357. 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

358. If a dispute relates to:
- 358.1 a matter arising under the agreement; or
  - 358.2 the National Employment Standards;
- this term sets out procedures to settle the dispute.
359. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
360. 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.
361. 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.
362. 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 361 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
363. The Fair Work Commission may deal with the dispute in 2 stages:
- 363.1 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
  - 363.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - 363.2.1 arbitrate the dispute; and
    - 363.2.2 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.*
364. While the parties are attempting to resolve the dispute using the procedures in this term:
- 364.1 an employee must continue to perform their work as they would normally in accordance with established custom and practice at the CGC that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
  - 364.2 subject to clause 364.1, 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:
    - 364.2.1 the work is not safe; or
    - 364.2.2 applicable work health and safety legislation would not permit the work to be performed; or

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

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

365. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
366. Any disputes arising under the *Commonwealth Grants Commission Enterprise Agreement 2015–2018* or the National Employment Standards that were formally notified under clause H19 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**

367. Where the provisions of clauses 358 to 362 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 360, 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 362.

#### **Delegates' rights**

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

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

371. The CGC respects the role of union delegates to:
- 371.1 provide information, consult with and seek feedback from employees in the workplace on workplace matters;
  - 371.2 consult with other delegates and union officials, and get advice and assistance from union officials;
  - 371.3 represent the interests of members to the employer and industrial tribunals; and
  - 371.4 represent members at relevant union forums, consultative committees or bargaining.
372. The CGC 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.
373. 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.

374. To support the role of union delegates, the CGC will, subject to legislative and operational requirements, including privacy and security requirements:
- 374.1 provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
  - 374.2 advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
  - 374.3 allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications;
  - 374.4 provide access to new employees as part of induction; and
  - 374.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
375. 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 CGC before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

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

### **Resignation**

- 376. An employee may resign from their employment by giving the Secretary at least 14 calendar days' notice.
- 377. 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.
- 378. 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**

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

### **Redeployment, retraining, redundancy**

#### **Excess employees**

- 380. The provisions in clauses 381 to 418 apply to ongoing employees of the CGC who are not on probation.

#### **Definition of excess employee**

- 381. An employee is an excess employee if:
  - 381.1 the employee is included in a class of employees employed in the CGC which comprises a greater number of employees than is necessary for the efficient and economical working of the CGC; or
  - 381.2 the services of the employee cannot be used effectively because of technological or other changes in the work methods of the CGC or changes in the nature, extent or organisation of the functions of the CGC.

#### **Consultation with potentially excess employees**

- 382. If an employee is likely to become excess, the Secretary will advise the employee at the earliest practical time.
- 383. The Secretary will hold discussions with the employee to advise them of the reasons they may become excess and to consider:
  - 383.1 measures that could be taken to resolve the situation, including redeployment opportunities for the employee at or below level;



383.2 referral to a service provider approved by the Secretary to provide career planning and other appropriate assistance; and

383.3 whether voluntary retrenchment might be appropriate.

384. Where the employee nominates a representative, the Secretary will hold the discussions with the employee and the employee's representative.

#### **Declaring an employee excess**

385. At least 4 weeks after advising the employee that they are likely to become excess in accordance with clause 382, the Secretary may notify the employee in writing that they are an excess employee. The employee and the Secretary may agree to a shorter period.

#### **Voluntary retrenchment**

386. Where an employee is advised that they are an excess employee in accordance with clause 385, the Secretary may invite the employee to accept voluntary retrenchment.

387. Where the Secretary invites an excess employee to accept voluntary retrenchment, the employee will have 4 weeks to accept the offer.

388. Where the offer is accepted, the Secretary will consider whether to proceed with the voluntary retrenchment, but will not give notice of termination under section 29(3)(a) of the PS Act before the end of the 4-week period, without consulting the employee.

389. As soon as possible within the 4 weeks referred to in clause 387, the employee will be given information on:

389.1 the amount of the severance benefit, pay in lieu of notice and paid leave credits;

389.2 relevant information concerning superannuation; and

389.3 any taxation rules applying to the various payments

which would be payable on voluntary retrenchment.

390. Only one offer of voluntary retrenchment will be made to an excess employee.

#### **Assistance**

391. An excess employee invited to accept voluntary retrenchment will be reimbursed reasonable expenses for career transition and financial advice.

392. An excess employee will be given assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment (where such expenses are not met by the prospective employer) and will be given reasonable time off work to attend job interviews.

#### **Period of notice**

393. Where the excess employee accepts voluntary retrenchment, the Secretary may retrench the excess employee by giving the required notice of termination under section 29(3)(a) of the PS Act.

394. The period of notice will be 4 weeks (or 5 weeks for an employee 45 years or over).

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

## Severance benefit

396. An employee whose employment is terminated under section 29(3)(a) of the PS Act following their agreement to be voluntarily retrenched is entitled to be paid a severance benefit.
397. The severance benefit will constitute a sum equal to 2 weeks' salary for each completed year of continuous service plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the NES.
398. The minimum sum payable will be 4 weeks' salary and the maximum will be 48 weeks' salary.
399. The severance benefit will be calculated on a pro-rata basis for any period where the employee worked part-time during their period of service and the employee has less than 24 years full-time service, subject to any minimum amount the employee is entitled to under the NES.
400. Service for severance benefit purposes means:
  - 400.1 service in the CGC;
  - 400.2 Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
  - 400.3 service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth has a controlling interest) which is recognised for long service leave purposes;
  - 400.4 service in the Australian Defence Forces;
  - 400.5 APS service immediately preceding deemed resignation under repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes; and
  - 400.6 service in another organisation where:
    - 400.6.1 an employee moved from the APS to that organisation with a transfer of function; or
    - 400.6.2 an employee engaged by that organisation on work within a function is engaged in the APS as a result of the transfer of that function to the APS; and
    - 400.6.3 such service is recognised for long service leave purposes.
401. For earlier periods of service to count there must be no breaks between the periods of service, except where:
  - 401.1 the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
  - 401.2 the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under repealed section 49 of the *Public Service Act 1922*.

402. Periods of service that will not count as service for severance benefit purposes are periods of service that ceased:
- 402.1 by way of termination under section 29 of the PS Act; or
  - 402.2 prior to the commencement of the PS Act by way of redundancy, retirement on the grounds of invalidity, inefficiency or loss of qualifications, forfeiture of office, dismissal, termination of probationary appointment for reasons of unsatisfactory service; or
  - 402.3 by voluntary retirement at or above the minimum retiring age applicable to the employee; or
  - 402.4 with the payment of a severance benefit or a similar payment or an employer-financed retirement benefit.
403. Absences from duty which do not count as service for Long Service Leave purposes will not count for severance benefit purposes.

#### **Rate of Payment**

404. For the purpose of calculating any severance benefit, salary will include:
- 404.1 the employee's salary at their substantive work value level; or
  - 404.2 the salary of the higher work value level, where the employee has been working at the higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination; and
  - 404.3 other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

#### **Accelerated separation option and additional payment**

405. Where the Secretary invites an excess employee to accept voluntary retrenchment, the Secretary may also invite the excess employee to accept an accelerated separation option. This option provides, in addition to the severance benefit, a payment of a maximum of 4 weeks' salary in lieu of the consideration period referred to in clause 387 where the excess employee agrees to termination of employment and the employment is so terminated within 14 days of receiving an offer of voluntary retrenchment. Any payment to which the employee is entitled will be equal to the balance of the 4-week period referred to in clause 387.

#### **Retention and redeployment**

406. Where an excess employee does not accept an offer of voluntary retrenchment or the accelerated separation option within 4 weeks of the offer being made, the arrangements in clauses 407 to 418 will apply.
407. An excess employee will be entitled to a period of retention during which they will have access to the services of a provider approved by the Secretary to the value of \$3,257 in order to assist them to be redeployed.
408. The employee is also entitled to funding for financial advice to the value of \$1,128 less any amount already paid in accordance with clause 391. Any entitlement to funding ceases on completion of the retention period or on termination of employment.

409. During the period of retention the Secretary will take all reasonable steps, consistent with the interests of the efficient administration of the CGC, to assign new duties to an excess employee at their substantive classification level within the CGC.
410. The Secretary, after taking reasonable steps to find alternative employment in the CGC at the excess employee's substantive classification, may, with 4 weeks' notice, allocate a lower classification to the employee, having determined that duties appropriate to that classification are to be performed by the employee. The employee will receive income maintenance to maintain their salary at the previous higher level for the balance of the retention period.

#### **Retention period**

411. An excess employee will be entitled to the following retention period:
  - 411.1 Thirteen months where they have 20 or more years of service or are over 45 years of age; or
  - 411.2 Seven months.
412. The retention period will commence on the day the employee is advised in writing by the Secretary, in accordance with clause 385, that they are an excess employee.
413. Where insufficient productive work is available for the employee, they will not be expected to attend work premises.
414. The retention period will be extended by any periods of certified personal leave taken during the retention period.
415. Where the Secretary is satisfied that there is insufficient productive work available for the employee within the CGC during the remainder of their retention period or where the employee requests, the Secretary may, after consulting with the employee or the employee's nominated representative, terminate the employment of the employee under section 29 of the PS Act and pay the employee's NES redundancy entitlement and the balance of the retention period (reduced by the NES entitlement) as a lump sum. This payment will be taken to include the payment in lieu of notice of termination.
416. Where an employee enters into a retention period, the Secretary will reduce the retention period by the employee's NES redundancy entitlement. Upon termination of employment the employee's NES redundancy entitlement will be paid as a lump sum payment.

#### **Involuntary retrenchment**

417. The Secretary, under section 29 of the PS Act, may terminate the employment of an excess employee who has not agreed to voluntary retrenchment and has not been permanently redeployed to an ongoing position.
418. The Secretary will not terminate the employment of an excess employee if the employee has not been invited to accept an offer of voluntary retrenchment or has elected to accept an offer of voluntary retrenchment but the Secretary has refused to approve it.

### **Termination of non-ongoing employees**

419. Without limiting the authority of the Secretary under section 29(1) of the PS Act, the Secretary may terminate a non-ongoing employee's employment where:
  - 419.1 the duties for which they were engaged are no longer available;
  - 419.2 the required tasks have been completed ahead of time; or
  - 419.3 the duties are no longer required to be performed.
420. The Secretary will give a minimum of 4 weeks' written notice of an intended termination under clause 419.
421. A non-ongoing employee whose employment is terminated under clause 419 will be entitled to compensation in respect of the period of service forgone, recognising the particular circumstances of the engagement.

# Attachment A – Base salaries

Classification	Salary Level	With performance bonus rolled-in	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS Level 1	APS 1.1	\$50,159	\$52,165	\$54,516	\$57,497
	APS 1.2	\$52,963	\$55,082	\$57,175	\$59,119
	APS 1.3	\$55,481	\$57,700	\$59,893	\$61,929
APS Level 2	APS 2.1	\$59,419	\$61,796	\$64,144	\$66,325
	APS 2.2	\$62,859	\$65,373	\$67,857	\$70,164
	APS 2.3	\$65,204	\$67,812	\$70,389	\$72,782
APS Level 3	APS 3.1	\$65,504	\$68,124	\$70,713	\$73,117
	APS 3.2	\$68,124	\$70,849	\$73,541	\$76,041
	APS 3.3	\$71,613	\$74,478	\$77,308	\$79,936
APS Level 4	APS 4.1	\$74,763	\$77,754	\$80,709	\$83,453
	APS 4.2	\$77,633	\$80,738	\$83,806	\$86,655
	APS 4.3	\$80,180	\$83,387	\$86,556	\$89,499
APS Level 5	APS 5.1	\$82,339	\$85,633	\$88,887	\$91,909
	APS 5.2	\$85,342	\$88,756	\$92,129	\$95,261
	APS 5.3	\$88,384	\$91,919	\$95,412	\$98,656
APS Level 6	APS 6.1	\$93,570	\$97,313	\$101,011	\$104,445
	APS 6.2	\$98,701	\$102,649	\$106,550	\$110,173
	APS 6.3	\$102,172	\$106,259	\$110,297	\$114,047
Executive Level 1	EL 1.1	\$118,717	\$123,466	\$128,158	\$132,515
	EL 1.2	\$123,794	\$128,746	\$133,638	\$138,182
	EL 1.3	\$129,133	\$134,298	\$139,401	\$144,141
Executive Level 2	EL 2.1	\$146,938	\$152,816	\$158,623	\$164,016
	EL 2.2	\$155,539	\$161,761	\$167,908	\$173,617
	EL 2.3	\$163,305	\$169,837	\$176,291	\$182,285

--- The dotted lines between classifications in Attachment A indicate a broadband soft-barrier that employees can move through in accordance with the broadband provisions in this agreement.

# Attachment B – Supported Wage System

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

## Definitions

2. In this schedule:

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

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

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

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

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

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

## Eligibility criteria

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

### Supported wage rates

5. Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to **Table 5**.

**Table 1: Applicable percentage of relevant minimum wage paid to applicable employees**

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

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

### Assessment of capacity

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

### Lodgement of SWS wage assessment agreement

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



### **Review of assessment**

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

### **Other terms and conditions of employment**

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

### **Workplace adjustment**

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

### **Trial period**

15. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
16. During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
17. The minimum amount payable to the employee during the Trial Period must be no less than the current weekly rate, as determined by the Fair Work Commission.
18. Work trials should include induction or training as appropriate to the job being trialled.
19. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clauses 8 and 9 in this Attachment.