



# DECISION

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

**Commonwealth of Australia (as represented by the Department of Finance)**  
(AG2023/5530)

## DEPARTMENT OF FINANCE ENTERPRISE AGREEMENT 2024 – 2027

Commonwealth employment

DEPUTY PRESIDENT MASSON

MELBOURNE, 8 FEBRUARY 2024

*Application for approval of the Department of Finance Enterprise Agreement 2024-2027.*

[1] An application has been made for approval of an enterprise agreement known as the *Department of Finance 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 (as represented by the Department of Finance). 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 27 February 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 15 December 2023 the *better off overall test* provisions in Part 2-4 of the Fair Work Act as amended on 6 June 2023 apply.

[3] 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.

[4] 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.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 15 February 2024. The nominal expiry date of the Agreement is 28 February 2027.



DEPUTY PRESIDENT

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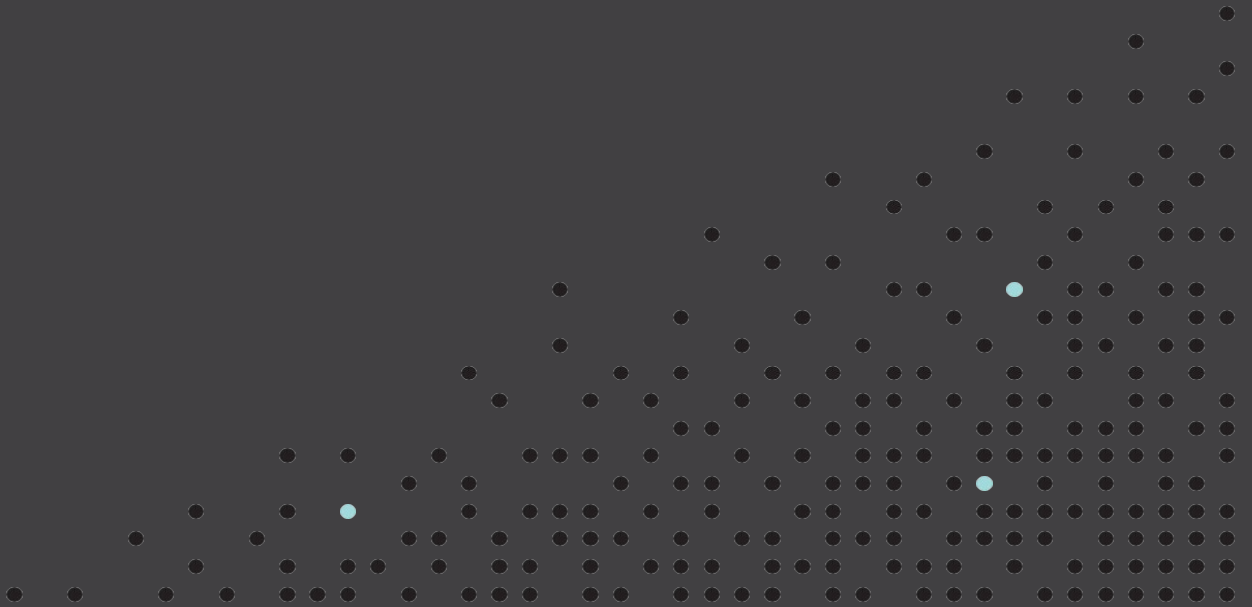
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Australian Government  
Department of Finance

# Department of Finance

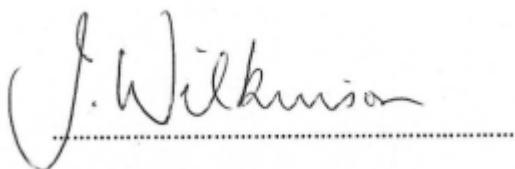
## Enterprise Agreement 2024-2027



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## Signatories

**Signed** for and on behalf of the **COMMONWEALTH OF AUSTRALIA (AS REPRESENTED BY THE DEPARTMENT OF FINANCE)** (ABN 61 970 632 495)



Jenny Wilkinson  
Secretary of the Department of Finance  
One Canberra Ave Forrest ACT 2603

**Signed** for and on behalf of the **COMMUNITY AND PUBLIC SECTOR UNION**



.....  
Beth Vincent-Pietsch  
Deputy Secretary  
Community and Public Sector Union  
4/224 Bunda Street Canberra 2601

**Signed** for and on behalf of **Employee Bargaining Representative**



.....  
Andrew Bleeze  
Assistant Director  
  
One Canberra Ave Forrest ACT 2603

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## Section 1 – Technical matters

### Title

1. This Agreement will be known as the *Department of Finance Enterprise Agreement 2024 – 2027*.

### Parties to the Agreement

2. The Agreement covers:
  - a. the Secretary, for and on behalf of the Commonwealth of Australia as the Employer;
  - b. all Employees in Finance employed under the PS Act other than SES or equivalent; and
  - c. subject to notice being given in accordance with section 183 of the FW Act, the Community and Public Sector Union, which was a bargaining representative for this Agreement.

### Operation of the Agreement

3. This Agreement will commence operation 7 days after approval by the FWC.
4. This Agreement will nominally expire on 28 February 2027.

### Delegations

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

### NES precedence

6. The terms of this Agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this Agreement is detrimental to an Employee of Finance 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.



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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. Finance 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:
- a. the Agreement deals with one or more of the following matters:
    - i. arrangements about when work is performed;
    - ii. overtime rates;
    - iii. penalty rates;
    - iv. allowances;
    - v. remuneration;
    - vi. leave and leave loading; and
  - b. the arrangement meets the genuine needs of Finance and the Employee in relation to one or more of the mentioned in clause 10.a; and
  - c. the arrangement is genuinely agreed to by Finance and the Employee.
11. Finance must ensure that the terms of the individual flexibility arrangement:
- a. are about permitted matters under section 172 of the FW Act;
  - b. are not unlawful terms under section 194 of the FW Act; and
  - c. result in the Employee being better off overall than the Employee would be if no arrangement was made.
12. Finance must ensure that the individual flexibility arrangement:
- a. is in writing;
  - b. includes the name of Finance as the Employer, and the name of the Employee;
  - c. is signed by Finance and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - d. includes details of:
    - i. the terms of the Agreement that will be varied by the arrangement;
    - ii. how the arrangement will vary the effect of the terms;

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- iii. 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
  - e. states the day on which the arrangement commences.
13. Finance must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
14. Finance or the Employee may terminate the individual flexibility arrangement:
- a. by giving no more than 28 days written notice to the other party to the arrangement; or
  - b. if Finance and the Employee agree in writing – at any time.
15. Finance and the Employee are to review the individual flexibility arrangement at least every 12 months.

## Definitions

16. The following definitions apply to this Agreement:

**Agreement** means the *Department of Finance Enterprise Agreement 2024 – 2027*.

**APS** means the Australian Public Service.

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

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

**APS Level** means a Classification falling within APS Levels 1 to 6 of Schedule 1 of the *Public Service Classification Rules 2000* (Cth).

**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, other than a Shiftworker, performs their Ordinary Hours.

**Base Rate of Pay** means:

- a. for a Casual Employee, the hourly rate of pay for the applicable Classification plus a Casual loading of 25%; and
- b. for all other Employees, the hourly rate of pay for the applicable Classification excluding any allowances or penalties.

**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

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sub-rule 9(4) of the *Public Service Classification Rules 2000* (Cth). A Broadband encompasses the full range of work value of the Classifications contained within it.

**Casual Employee** means an Employee engaged under section 22(2)(c) of the PS Act who:

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

**Caring Responsibilities** includes where an Employee cares for a person because that person:

- a. has a medical condition, including when they are in hospital;
- b. has a mental health condition;
- c. has disability;
- d. is frail or aged; and/or
- e. is a child, not limited to a child of the Employee.

**Classification or Classification Level** means the approved classifications set out in rule 5 of the *Public Service Classification Rules 2000* (Cth).

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

**COMCAR** means a discrete business unit within Finance that has responsibility for the provision of car-with-driver services to clients.

**COMCAR Driver** means an Employee engaged to perform driving duties within COMCAR.

**Continuity of Service** means no break in employment from the final working day from the transferring agency to the next consecutive working day which must be the commencement date with Finance. A weekend or a public holiday is not considered a break in Continuity of Service. This definition does not apply for calculating long service leave which will be in accordance with the LSL Act.

**Continuous Service** has the meaning set out in section 22 of the FW Act.

**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.

**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.

**EL** means an Executive Level Employee of Finance.

**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).

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**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.

**Employer** means the Secretary, for and on behalf of the Commonwealth of Australia.

**Excess Employee** is an Employee in relation to who the Secretary has determined that:

- a. they are identified as being included in a group of Employees in Finance, comprising a greater number than is necessary for the efficient and economical working of Finance; or
- b. due to technological or other changes in the work methods of Finance, or structural or other changes in the nature, extent or organisation of the functions of Finance, the services of the Employee cannot be effectively used; or
- c. the duties usually performed by the Employee are to be performed at a different locality and the Employee is not willing to perform those duties at the new locality, and the Secretary has therefore determined that the Employee is excess to Finance's requirements.

**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.

**Finance** means the Department of Finance.

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

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

**FWC** means the Fair Work Commission.

**HDA** means Higher Duties Allowance.

**Highest Pay Point** means:

- a. for Employees in the APS Level 1 – 5 Classification, the last pay point within each Classification Salary structure; and

- 
- b. for Employees in the APS Level 6 – EL 2 Classification, the last pay point within each Classification Salary structure before the Zone of Discretion.

**LSL Act** means the *Long Service Leave (Commonwealth Employees) Act 1976* (Cth) as amended from time to time and any successor legislation.

**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.

**Maximum Guidepoint** means the highest Salary available within the Salary structure of the APS Level 6 - EL 2 Classifications.

**Minimum Guidepoint** means the base and commencement Salary point for each Classification Salary structure.

**ML Act** means the *Maternity Leave (Commonwealth Employees) Act 1973* (Cth) 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 Driver** is a COMCAR Driver engaged under section 22(2)(a) of the PS 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* (Cth).

**Parliamentary Sitting Period** is the time during which Parliament is in session, published in the Parliamentary Sitting Calendar each year.

**Partner** means a spouse or de facto Partner.

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

**Pay point advancement** is the movement through the pay points within the Salary range for a Classification.

**Primary Caregiver** for the purposes of the Parental leave section of this Agreement 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* (Cth) as amended from time to time.

**Registered Health Practitioner** means a health practitioner registered by the Australian Health Practitioner Regulation Agency.

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**Relevant Employee** means an affected Employee.

**Salary** means remuneration paid to an Employee under this Agreement, excluding Employer-paid superannuation.

**Secondary Caregiver** for the purposes of the Parental leave section of this Agreement 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** is the person performing the functions of Agency Head of Finance.

**SES** means a Senior Executive Service Employee of Finance.

**Shiftworker** means an Employee who is rostered to perform their Ordinary Hours outside the period 6.30 am to 6.00 pm Monday to Friday, and/or on Saturdays, Sundays or public holidays for an ongoing or fixed period. A **Fixed Term Shiftworker** is an Employee who is rostered to perform their Ordinary Hours as a Shiftworker for a fixed period of less than 12 months. A **Permanent Shiftworker** is an Employee who is rostered regularly to perform their Ordinary Hours of work as a Shiftworker on a permanent basis.

**Standard Hours of Work** are 7 hours and 30 minutes a day for full-time Employees to be worked from 8.30am to 5.00pm with a one-hour lunch break to be taken between the period 12.00pm to 2.00pm.

**TOIL** is Time Off In Lieu.

**Zone of Discretion** is the Salary zone between the Highest Pay Point and the Maximum Guidepoint in the relevant APS Level 6 - EL 2 Classification Salary range.

## Section 2: Remuneration

### Salary

17. Salary rates will be as set out in Attachment A to this Agreement (pro rata for Part Time employees).
18. The base salary rates in Attachment A include the following increases:
  - a. 4.0 per cent from the first full pay period on or after 1 March 2024 (14 March 2024);
  - b. 3.8 per cent from the first full pay period on or after 1 March 2025 (13 March 2025); and
  - c. 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 payments in Attachment A were calculated based on base salary rates as at 31 August 2023.

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## 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 Finance, the Employee's Salary will be paid at the Minimum Guidepoint of the relevant Classification, unless the Secretary determines a higher Salary within the relevant Salary range under these salary setting clauses is appropriate.
22. Where an Employee is promoted in Finance, and the Employee's former substantive Salary was at, or above, the Minimum Guidepoint applicable to the new Classification, the Employee will be paid at the next highest pay point applicable to the new Classification.
23. Where an Employee moves to Finance at level from another APS agency:
- and their Salary aligns with a pay point, the Employee's Salary will be matched.
  - and their Salary is below the highest pay point and above the Minimum Guidepoint, but not aligned with a pay point, the Employee will be paid at the next highest pay point in the Classification.
  - at the APS Level 6 to EL 2 Level and their Salary is above the highest pay point but below the Maximum Guidepoint, the Employee's Salary will be matched.
  - and their Salary is above the Maximum Guidepoint 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.
24. 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.
25. In determining a Salary under these salary setting clauses, the Secretary will have regard to a range of factors (as relevant) including the Employee's experience, qualifications and skills.
26. Where an Employee commences ongoing employment in Finance immediately following a period of non-ongoing employment in Finance for a specified term or task, the Secretary will determine the payment of the Employee's Salary within the relevant Salary range of the relevant Classification which recognises the Employee's prior service as a Non-Ongoing Employee in Finance.

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27. Where an Employee commences ongoing employment in Finance immediately following a period of casual employment in Finance, the Secretary will determine the payment of Salary within the relevant Salary range of the relevant Classification which recognises the Employee's prior service as a Casual Employee in Finance.
  28. 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.

### **Pay Point Advancement**

29. Employees will be eligible for Pay Point Advancement in accordance with clauses 30 to 40 of this Agreement.
30. Any Pay Point Advancement will become effective on the commencement of the second full pay period of each July.
31. The Secretary may determine that an employee is eligible for pay point advancement where an employee does not satisfy the circumstances in clauses 34 and 39.
32. The Secretary may determine that an employee is eligible for accelerated pay point advancement at any time in the performance cycle.

### *Advancement at substantive Classification*

33. Subject to clause 34, Employees with salaries below the Highest Pay Point in their substantive Classification will advance one pay point.
34. An Employee, including a Casual Employee, will be eligible for Pay Point Advancement at their substantive Classification only if:
  - a. they commenced employment prior to 10 January in the relevant performance cycle;
  - b. one of the following applies:
    - i. the Employee performed duties for a minimum period of 12 weeks during the performance cycle; or
    - ii. for Casual Employees, they performed a minimum of 450 hours of work during the performance cycle; and
  - c. they received a performance rating of effective at the end of the annual performance cycle.
35. For the purposes of clause 34, eligible service includes periods of unpaid leave that count as service.
36. An Employee on parental leave who is ineligible for Pay Point Advancement in accordance with clause 34 only because they have been absent from the workplace will receive one Pay Point Advancement during the period of their leave.



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37. If an Employee commenced with Finance prior to 10 January in the relevant performance cycle and is promoted prior to 8 April in the same performance cycle, the Employee will be eligible for Pay Point Advancement at the new substantive Classification level.

#### *Advancement when in receipt of HDA*

38. Subject to clause 39, Employees who, in the relevant performance cycle, performed duties at a Classification in which they received HDA will advance one pay point at that Classification.
39. An Employee will be eligible for Pay Point Advancement at the Classification in which they received HDA only if they:
- a. have performed duties at that Classification for an aggregate period of 6 months or more during the relevant performance cycle; and
  - b. have received a performance rating of effective at the end of the annual performance cycle in relation to their duties at that Classification.
40. An Employee whose Pay Point is advanced in accordance with clauses 38 and 39 is entitled to be paid at that Pay Point for any subsequent period in which they perform duties at the relevant Classification, including on promotion to that Classification.

#### **Advancement within the Zone of Discretion**

41. Where an APS Level 6 – EL 2 Employee is on the Highest Pay Point for their Classification or has a Salary within the Zone of Discretion for their Classification, and has demonstrated sustained strong performance, the Secretary may determine an increase within the Zone of Discretion or to the Maximum Guidepoint within the substantive Classification Salary range.

#### **Ineligibility for Pay Point Advancement**

42. Annual Pay Point Advancement is subject to the Employee being rated as effective at the end of the performance cycle. Where the Employee's performance is rated as 'requires development', the Employee will not be eligible for Pay Point Advancement until such time as the Employee's performance is rated effective. Pay Point Advancement will not be backdated, unless considered appropriate by the Secretary, and will come into effect from the date the Employee's performance is rated effective.

#### **Salary on reduction in Classification**

43. Where an Employee agrees to be temporarily reassigned duties at a lower work Classification level, the Secretary may determine, following consultation with the Employee, that the Employee shall be paid a rate of Salary applicable to the lower Classification.
44. Such determination will specify the period for which the lower Salary will apply.

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45. An Employee's Classification may also be reduced without their consent, as provided by the PS Act.

### **Superannuation**

46. Finance will make compulsory Employer contributions as required by the applicable legislation and fund requirements.
47. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
48. Finance 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 Finance's payroll system.

### **Method for calculating superannuation Salary**

49. Finance will provide an Employer contribution of 15.4 per cent of the Employee's Ordinary Time Earnings (**OTE**) for Employees in the Public Sector Superannuation Accumulation Plan and Employees in other accumulation funds.
50. Employer contributions will be made for all Employees covered by this Agreement.
51. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

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

52. Employer contributions will be paid on periods of unpaid parental leave at the Employee's nominal base Salary for periods of leave up to a maximum of 52 weeks.

### **Overpayments**

53. An overpayment occurs if the Secretary (or Finance) 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 another amount payable under this Agreement).
54. 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.
55. If an Employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Secretary in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the Employee's response has been reviewed.

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56. 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 Finance in full by the Employee.
  57. 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.
  58. Finance and the Employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment.
  59. Interest will not be charged on overpayments.
  60. Nothing in clause 53 to 59 prevents:
    - a. Finance from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013 (Cth)* (PGPA Act);
    - b. Finance from pursuing recovery of the debt through other available legal avenues; or
    - c. the Employee or Finance from seeking approval to waive the debt under the PGPA Act.

### **Supported wage system**

61. An Employee can get a percentage of the relevant Salary for their Classification in line with their assessed capacity to do the work if they:
  - a. have disability;
  - b. meet the criteria for Disability Support Pension; and
  - c. are unable to perform duties to the capacity required.
62. Specific conditions relating to the supported wage system are detailed in Attachment B.

### **Salary sacrificing**

#### *Access to salary sacrificing*

63. Employees may access salary sacrificing arrangements and sacrifice up to 100 per cent of their available Salary. This includes the option of salary sacrificing to superannuation for Casual Employees. Employees are encouraged to seek independent financial advice prior to entering into salary sacrificing arrangements.
64. Any Fringe Benefits Tax incurred by an Employee as a result of a salary sacrificing arrangement will be met by the Employee.

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## Shift work penalties

65. Shiftworkers will be entitled to payment of shift penalties in accordance with clauses 66 to 69, with the exception of:
- a. Employees in receipt of the National Flexibility Allowance (clause 99 to 103); and
  - b. Employees in receipt of the COMCAR Roster Allowance (clauses 104 to 108).
66. The following shift penalties will apply, calculated as a percentage of the Employee's Base Rate of Pay:

Hours	Shiftworker Penalty Rate	Casual COMCAR Drivers Penalty Rate
Monday to Friday between 6:30am and 6:00pm	100%	115%
Monday to Friday where any part of a shift falls between 6:00pm and 6:30am ( <b>Night Shift</b> )	115%	115%
Monday to Friday where for a period exceeding 4 consecutive weeks, all shifts fall wholly between 6:00pm and 8:00am ( <b>Continuous Night Shift</b> )	130%	130%
Saturday	150%	150%
Sunday	200%	200%
Public holiday	250%	250%

67. Where only some hours within a period of work on a Saturday, Sunday or Public Holiday attract a shift penalty, the shift penalty will only be paid for the eligible hours.
68. The Saturday, Sunday and public holiday shift penalties are in substitution for, and not cumulative upon, the Night Shift and Continuous Night Shift penalties.
69. As set out in clause 205, overtime penalty rates under that clause are in substitution for, and not cumulative upon, the shift penalties set out in clause 66.

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## Special Duties Loading - COMCAR Drivers

70. A Special Duties Loading of 20% will be paid to COMCAR Drivers when driving the following VIP clients:
- a. the Prime Minister of Australia;
  - b. the Governor-General of Australia;
  - c. persons entitled to a dedicated driver in the particular capital city;
  - d. a client in a protected vehicle;
  - e. Heads of State and Heads of Government, except for special events.
71. The Special Duties Loading is applicable to the following periods of duty:
- a. when driving the above VIP clients as the first job and then performing other work, the Special Duties Loading is paid from shift start time until the VIP client drop time.
  - b. when driving the VIP client as the last job of a shift, with other work before, the Special Duties Loading is paid from the VIP client booking time until completion of the shift.
  - c. when driving the VIP client in the middle of a shift, with other work before and after, the Special Duties Loading is paid from the VIP client booking time until the VIP client drop time.
72. Casual COMCAR drivers will be paid the Special Duties Loading of 20% calculated on the Base Rate of Pay, plus applicable shift penalties.
73. Ongoing COMCAR drivers will be paid the Special Duties Loading of 20% calculated on the Base Rate of Pay inclusive of the National Flexibility Allowance.

## Section 3: Allowances and reimbursements

### Higher Duties Allowance (HDA)

74. Where a role needs to be filled for 2 or more working weeks, HDA will be paid to any Employee temporarily occupying the role and acting at a Classification higher than their substantive Classification.
75. HDA will be equal to the difference between the Employee's current Salary and the higher of:
- a. the Salary for the Minimum Guidepoint of the higher Classification level;
  - b. where the Employee's substantive Salary is higher than the Salary in a, the next highest pay point in the higher Classification level; or
  - c. an amount otherwise determined by the Secretary.

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76. The minimum amount of HDA payable is \$1,500 per annum.
  77. Where an Employee is found to be eligible for Pay Point Advancement at their acting Classification in accordance with clause 38, they will receive an appropriate increase in the rate of HDA. The Employee's acting Classification pay point will be retained for all future periods of higher duties regardless of elapsed time.
  78. Where an Employee is assigned only part of the higher duties, the Secretary will determine the amount of HDA payable.
  79. HDA will be payable while an Employee is acting at a higher Classification as part of a job sharing arrangement where the duration of the arrangement is at least 2 working weeks.
  80. The Secretary may shorten the qualifying period for HDA on a case-by-case basis.

#### **Employee loss of, or damage to, clothing or personal effects - reimbursement**

81. Where an Employee incurs loss of, or damage to, clothing or personal effects, and this loss or damage occurred in the course of the Employee's performance of duties, the Secretary may approve reasonable reimbursement for loss or damage to clothing or personal effects, provided the cost is in excess of \$20.

#### **Workplace Responsibility Allowance**

82. A workplace responsibility allowance will be paid where an Employee is appointed by Finance or elected to one of the following roles:
  - a. First Aid Officer;
  - b. Health and Safety Representative;
  - c. Emergency Warden;
  - d. Harassment Contact Officer;
  - e. Mental Health First Aid Officer; and
  - f. Integrity Advisor.
83. An Employee is not to receive more than one workplace responsibility allowance unless approved by the Secretary due to operational requirements.

84. The Workplace Responsibility Allowance rate for the operation of this Agreement will be as follows:

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

85. As a Salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the rates in the table above.
86. The full allowance is payable regardless of flexible work and part-time arrangements.
87. Casual Employees who are eligible to receive a Workplace Responsibility Allowance will be paid the full amount (noting the minimum rate), as varied from time to time provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.
88. An Employee's physical availability to undertake the role will be considered by Finance when appointing and reappointing Employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Integrity Advisers, Mental Health First Aid Officers and Health and Safety Representatives, depending on work group arrangements.

### Community Language Allowance

89. 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.
90. The Community Language Allowance is paid in accordance with the Employee's level of competency:

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

Rate	Standard	Rate from commencement of the Agreement	Rate from 13 March 2025	Rate from 12 March 2026
2	An Employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the Secretary.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

91. The Community Language Allowance is calculated annually and paid fortnightly.
92. The full Community Language Allowance is payable regardless of flexible work and part-time arrangements.
93. The Community Language Allowance is payable during periods of paid leave.
94. The Community Language Allowance counts as Salary for superannuation purposes and for calculating retirement and redundancy entitlements.

### **Meal Allowance**

95. If an Employee, including a Casual Employee, is required to work more than 10 hours on any one day, the Employee may provide their own meal at Finance's expense. The maximum amount that may be reimbursed to the Employee will be as set out in the relevant Australian Taxation Office Determination for meals and incidentals.

### **Departmental and Cabinet Liaison Officer Allowance**

96. An Employee who performs the duties of a Departmental Liaison Officer (**DLO**) or a Cabinet Liaison Officer (**CLO**) is entitled to receive an annual allowance, paid fortnightly.



97. The DLO and CLO Allowance for the operation of this Agreement will be as follows (pro-rated for Part-time Employees):

Rate from commencement of the Agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$20,100	\$20,864	\$21,573

98. The DLO or CLO Allowance is paid in lieu of:
- overtime under clause 200 of this Agreement;
  - flex time under clause 162 of this Agreement;
  - shift penalties under clause 66 of this Agreement;
  - TOIL under clause 183 of this Agreement; and
  - the Meal Allowance under clause 95 of this Agreement.

### **National Flexibility Allowance**

99. Ongoing COMCAR Drivers will agree to either 12 hour or 24 hour per day availability at the commencement of their employment. The period of availability may be varied by mutual agreement between the driver and the Secretary. In recognition of this ongoing availability, Ongoing COMCAR Drivers will receive a National Flexibility Allowance.
100. Ongoing COMCAR Drivers who have 24 hour per day availability will be entitled to 100% of the National Flexibility Allowance. Ongoing COMCAR Drivers who have 12 hour per day availability will be entitled to 50% of the National Flexibility Allowance.
101. The National Flexibility Allowance for the operation of this Agreement will be as follows (pro-rated for Part-time Employees):

Rate from commencement of the Agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$16,749	\$17,385	\$17,976

102. This is an annual amount and will be paid in fortnightly instalments.

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103. Ongoing COMCAR Drivers in receipt of National Flexibility Allowance will not be eligible for:
- overtime under clause 200 of this Agreement;
  - flex time under clause 162 of this Agreement; or
  - shift penalties under clause 66 of this Agreement.

### **COMCAR Roster Allowance**

104. Full-time Shiftworkers engaged in the COMCAR National Operations Centre and who work each Full Roster Cycle, excluding Casual Employees, will be paid the Roster Allowance.
- For the purposes of this clause, a Full Roster Cycle is the complete period captured by a rotating roster that applies to the COMCAR National Operations Centre, as determined by the Secretary and amended from time to time.
105. Where an Employee in receipt of the Roster Allowance ceases performing full-time duties in the COMCAR National Operations Centre or otherwise becomes unable to perform a Full Roster Cycle, they will cease being paid the Roster Allowance from the first full fortnight the reduction in hours comes into effect. In this circumstance, the Employee will be eligible to receive shift penalties pursuant to clauses 65 to 69 of this Agreement.
106. The COMCAR Roster Allowance for the operation of this Agreement will be as follows:

<b>Role and Classification</b>	<b>Rate from commencement of the Agreement</b>	<b>Rate from 13 March 2025</b>	<b>Rate from 12 March 2026</b>
National Operations Centre Officer (APS 4)	\$19,152	\$19,880	\$20,556
Team Leader (APS 5)	\$13,376	\$13,884	\$14,356

107. This is an annual amount and will be paid in fortnightly instalments.
108. Employees in receipt of Roster Allowance will not be eligible for:
- flex time under clause 162 of this Agreement; or
  - shift penalties under clause 66 of this Agreement.

### **COMCAR Operational Allowance**

109. COMCAR State Managers, Assistant Depot Managers and Depot Supervisors will be paid the Operational Allowance in recognition of the nature of their work.

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110. The COMCAR Operational Allowance for the period of this Agreement will be as follows (prorated for Part-time Employees):

Classification	Rate from commencement of the Agreement	Rate from 13 March 2025	Rate from 12 March 2026
COMCAR State Managers	\$16,131	\$16,744	\$17,313
COMCAR Assistant Depot Managers and Depot Supervisors	\$6,910	\$7,173	\$7,417

111. This is an annual amount which will be paid in fortnightly instalments.
112. A Shiftworker in receipt of the Operational Allowance is eligible to receive shift penalties under clause 66, in addition to the Operational Allowance.
113. An Employee in receipt of the Operational Allowance who is not a Shiftworker is not eligible to receive shift penalties under clause 66.

*Overtime for Employees in receipt of a COMCAR Operational Allowance*

114. Employees in receipt of the Operational Allowance will not receive overtime under clause 200 of this Agreement.
115. If a State Manager performs more than 50 hours of work in an Assessment Period that would normally attract overtime, they will receive overtime payments at the applicable rate set out at clause 204 for the hours in excess of 50.
116. If an Assistant Depot Manager or Depot Supervisor performs more than 25 hours of work in an Assessment Period that would normally attract overtime, they will receive overtime payments at the applicable rate set out at clause 204 for the hours in excess of 25.
117. Each of the following are Assessment Periods:
- January – March;
  - April – June;
  - July – September; and
  - October – December.
118. Payment of overtime rates will be in addition to, and not as substitution for, the Operational Allowance.

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## On-Call Allowance

119. The Secretary may direct an Employee, other than a Shiftworker or a Casual Employee, to be contactable and available for work outside the Standard Hours of Work (**On-Call**).
120. An Employee will receive the following On-Call Allowance for each hour they are On-Call, regardless of whether they are required to perform duties during the period they are On-Call:

Time period	On-Call Allowance (as a percentage of the Employee's Base Rate of Pay)
Monday to Friday	7.5%
Saturday and Sunday	10%
Public holidays	15%

121. An On-Call Employee will not be entitled to accrue flex time for any hour for which they receive the On-Call Allowance and may only receive overtime or TOIL in line with clauses 123 to 128.
122. Payment of the On-Call Allowance is dependent on the On-Call Employee remaining contactable, fit and available to perform extra duty.

### *Payment for APS Level Employees required to perform duties while in receipt of the On-Call Allowance*

123. If an On-Call APS Level Employee is required to perform duties while On-Call, they will receive a minimum overtime payment of one-hour.
124. If an On-Call APS Level Employee is required to perform subsequent periods of duty within the one-hour minimum payment period, only the initial one hour minimum is payable. Where an On-Call APS Level Employee is required to undertake a second period of duty that commences after the one-hour minimum payment period has lapsed for the first period of duty, a second one-hour minimum payment period commences and a further one hour minimum is payable.
125. If an On-Call APS Level Employee is required to travel to the workplace or another location to perform their duties, their travel time to and from that location will count as performing duties.
126. Employees who perform work during an On-Call period are entitled to both the applicable overtime rates set out in clause 204 and the On-Call Allowance for that period.

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*TOIL for EL Employees required to perform duties while in receipt of the On-Call Allowance*

127. If an On-Call EL Employee is required to perform duties while On-Call, they will accrue TOIL in accordance with clause 183. The minimum TOIL accrual is one-hour.
128. If an On-Call EL Employee is required to perform subsequent periods of duty within the one-hour minimum TOIL accrual period, only the initial one hour minimum for TOIL is accrued. Where an On-Call EL Employee is required to undertake a second period of duty that commences after the one-hour TOIL accrual period has lapsed for the first period of duty, a second one-hour minimum TOIL accrual commences and a further one hour of TOIL is accrued.
129. If an On-Call EL Employee is required to travel to the workplace or another location to perform their duties, their travel time to and from that location will count as performing duties.

## **Section 4: Classifications and Broadbands**

### **Broadbands**

130. The below Broadbands are provided within Finance. Employees within these Broadbands retain their approved APS Classification at all times.
  - a. Finance Broadband 1 - APS Level 1 to 4; and
  - b. Finance Graduate Broadband - APS Level 3 to 5.

#### *Finance Graduate*

131. Finance Graduates recruited to participate in a Finance Graduate Development Program will have a commencement Salary equivalent to the second pay point of an APS 3 Classification, unless otherwise determined by the Secretary.

#### *Broadband advancement*

132. Advancement within a Broadband will occur subject to the following criteria:
  - a. sufficient work is available at the higher Classification level;
  - b. the Employee has gained the necessary skill and proficiencies to perform the more complex work; and
  - c. the Employee's performance is rated effective.
133. Substantive advancement beyond a Broadband will only occur through a substantive promotion.

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## **Work Level Standards**

134. 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* (Cth), 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**

135. The APS is a career-based public service. In its engagement decisions, Finance recognises that the usual basis for engagement is as an Ongoing APS Employee.

### **Reporting**

136. Where a consultative committee is in place, Finance will report to the 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 Finance.

### **Pathways to permanency**

137. Finance and the APS will comply with the casual conversion provision of the FW Act. In addition, Finance 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 employment**

138. A Casual Employee is defined in the Definitions section of this Agreement.
139. A decision to expand the use of Casual Employees is subject to clause 470 to 478 of this Agreement.
140. Finance will regularly review the working arrangements of Casual Employees to assess if they are genuinely performing irregular and intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
141. Remuneration for Casual Employees is the Base Rate of Pay paid on an hourly basis. Base Rate of Pay is defined in the Definitions section of this Agreement.
142. 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 LSL Act and leave for Family and Domestic Violence support.

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143. A Casual Employee shall 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.
144. A Casual Employee who is eligible for a workplace responsibility allowance will be paid the full amount.

### **Non-ongoing employment**

145. A Non-ongoing Employee is defined in the Definitions section of this Agreement.
146. Non-ongoing Employees will generally have the same terms and conditions of employment as Ongoing Employees under this Agreement's terms, except:
- a. Personal/Carer's Leave accrual at clauses 299 to 313;
  - b. redundancy provisions at clauses 519 to 565, subject to clause 147; and
  - c. the requirement to have an individual performance agreement in place in clause 441 if the Non-ongoing employment is for a period of less than 6 months.
147. If the Non-ongoing Employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clauses 519 to 565 will apply.
148. If the redundancy provisions apply to an Employee under clause 147, Finance must adhere to the consultation requirements at clauses 470 to 486 in the consultation section and, where applicable, the consultation provisions in the Redeployment and Redundancy section of this Agreement.

### **Pattern of hours**

149. The pattern of hours by which Employees complete their Ordinary Hours is by agreement between the Manager and the Employee. However, an Employee will not normally be expected to work more than:
- a. 10 hours on any day; and
  - b. 5 consecutive hours without a meal break of at least 30 minutes.
150. The agreed pattern of hours should provide the flexibility, where agreed by the Manager and Employee, to enable Employees to meet personal responsibilities and operational requirements.
151. Where no agreement can be reached on a pattern of hours, the Standard Hours of Work will apply.

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## **Bandwidth of Hours**

152. The Bandwidth of Hours in which Employees, other than Shiftworkers, will work their Ordinary Hours are 7.00am to 7.00pm Monday to Friday.

## **Full-time hours**

153. A Full time Employee will work 37.5 hours per week as their Ordinary Hours. Employees may request to average Ordinary Hours over the relevant 75 hour pay period fortnight, in accordance with the Flexible working arrangements section of this Agreement.
154. Managers and Employees have a mutual responsibility to integrate the management of working hours and the wellbeing of the Employee, including leave planning and flexible work arrangements, into operational requirements.
155. It is expected that Employees may work reasonable additional hours consistent with the FW Act. The Employee may refuse to work additional hours if the request is unreasonable, taking into consideration the factors in section 62 of the FW Act.

## **Part-time hours**

156. The minimum hours to be worked by a Part-Time Employee on any one day are 3 hours.
157. A Part-time Employee may not vary their hours for a period of one pay period or less. Changes in hours (for example to attend training) for these periods should be accommodated using flex time (APS Level 1 – 6), TOIL (EL), or alternative informal arrangements as agreed with their Manager.

## **Part-time work**

158. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
159. The Secretary may approve part-time hours of work for an Employee, subject to operational requirements. Part-time work arrangements will be reviewed at least once every 12 months. More information is available in the Flexible working arrangements section of this Agreement.
160. A Full-Time Employee who has converted to part-time hours can revert to full-time at the end of the agreed period. Any variation during that period will be by agreement between the Employee and the Secretary.
161. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.



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## Flex for APS Level 1-6 Classifications

162. APS Level 1 – 6 Employees, excluding Employees in receipt of the Departmental and Cabinet Liaison Officer Allowance (clause 96), Shiftworkers and Casual Employees, will be eligible for flex time. Work performed in excess of Ordinary Hours, which does not attract overtime, will accrue as flex time on an hour-for-hour basis.
163. Where there is agreement between a Manager and an Employee on how flex time will work within the team, an Employee may:
- a. vary their hours of work; and/or
  - b. work additional hours.
164. Where there is insufficient work, a Manager will not agree that an Employee can work hours in addition to their Ordinary Hours.

### *Maximum flex time balance and debit*

165. Accrued flex credits should be taken as soon as practicable, subject to operational requirements and approval from the Employee's Manager. No reasonable request for flex time leave will be refused by the Manager.
166. Where an Employee's flex credit exceeds 37.5 hours, the Employee and their Manager will identify and discuss appropriate actions to reduce their balance to below 37.5 hours over the next 4 weeks.
167. Where an Employee has a flex debit of 10 hours or more, the Employee and their Manager will identify and discuss appropriate actions to reduce the debit within 4 weeks. If a flex debit of 10 hours or more remains for more than 4 weeks, the Employee will have the entire debit balance deducted as leave without pay or, if the Employee agrees, deducted from their accrued Annual Leave.

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

168. Where an Employee eligible for flex time performs work for which they are entitled to overtime under clause 200, they may elect to take that time as flex time at the overtime penalty rate in clause 204.

### *Exceptional circumstances*

169. In exceptional circumstances where operational requirements do not provide an opportunity for an Employee to undertake leave to access flex time credits, the Secretary may approve flex time balances of up to 37.5 hours be cashed out or converted to annual leave on a one-for-one basis.

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### *Reversion to Standard Hours of Work*

170. The Secretary may revert an Employee to the Standard Hours of Work where an Employee fails to maintain a satisfactory performance, pattern of attendance, misuses flex time provisions, or for operational requirements.

### *Flex-time balances at cessation or APS transfer*

171. Prior to ceasing employment or transferring to another APS agency, Employees must take reasonable steps, and Managers will provide reasonable opportunities, to balance any flex time credits or debits.
172. Where an Employee has been unable to utilise flex time credits prior to cessation, the Secretary may approve conversion of up to 37.5 hours of credits to annual leave on a one-for-one basis. This election must be made prior to the Employee's cessation.
173. Where any flex time credits are outstanding at cessation of employment, these credits will not be paid to the Employee.
174. With authorisation from the Employee, any remaining flex time debits will be recovered from the Employee's final payment.

### *Flex-time balances on promotion or on higher duties*

175. Employees who are promoted to an EL Classification and have an existing flex credit or debit must clear the credit or debit balance prior to commencement at the EL Classification level. Any flex credit will not translate across as TOIL. Managers will provide reasonable opportunities to balance any flex time credits or debits.
176. Employees who have accrued TOIL whilst acting in an EL Classification must make all reasonable efforts, in the first instance, to clear the TOIL prior to returning to their substantive Classification. If the Employee is unable to clear accrued TOIL before reverting to their substantive Classification, they will still be permitted to access any accrued TOIL balance. Accrued TOIL balance must be exhausted before any further flex can be taken.

## **EL TOIL**

177. EL Employees are sometimes required to work reasonable additional hours. Consistent with the NES, Employees may refuse to work unreasonable additional hours.
178. EL Employees seeking to access TOIL are required to keep records of their working hours using a method determined by Finance.
179. 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.

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180. 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.
181. 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.
182. 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.
183. TOIL will be granted for work performed with the Manager's approval, where the EL Employee:
- a. works in excess of one additional hour per day outside their Ordinary Hours for that day;
  - b. has not had a break of at least 9 hours, including travel time, since finishing their last period of duty;
  - c. works on a regular planned day off, including but not limited to a scheduled non-work day for Part-Time Employees or Employees working compressed hours;
  - d. works on a weekend or public holiday; or
  - e. works during annual closedown.
184. TOIL will be granted on an hour-for-hour basis for work performed on a Monday to Friday, and at a rate of 1.5 hours per hour worked on a weekend or public holiday, or during annual closedown.
185. EL Employees may not access TOIL for work performed while the Employee is receiving HDA for acting in an SES Classification under clause 74, consistent with usual operational practice for SES Employees.
186. TOIL granted to Employees can be taken as whole or part days.

*Converting TOIL to annual leave*

187. The Secretary may approve the conversion of accrued TOIL to annual leave if:
- a. the Employee has taken at least 2 weeks' of annual leave, TOIL or long service leave in the preceding 12 month period; and
  - b. the Employee has TOIL in excess of 5 days at the time the request to convert TOIL into annual leave is made; and
  - c. the Employee will retain a balance of at least 5 days' accrued TOIL after the conversion of TOIL to annual leave.
188. TOIL will be converted to annual leave on an hour-for-hour basis.

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#### *Cash out of TOIL*

189. A Secretary may approve the cash out of accrued TOIL if:
- the Employee has taken at least 2 weeks' of annual leave, TOIL or long service leave in the preceding 12 month period; and
  - the Employee has TOIL in excess of 5 days at the time the request to cash out TOIL is made; and
  - the Employee will retain a balance of at least 5 days' accrued TOIL after the cash out.
190. TOIL will be cashed out on an hour-for-hour basis.

#### *TOIL balances at cessation*

191. Prior to cessation of employment, Managers should provide opportunities to enable Employees to use any TOIL. Employees must take all reasonable steps to use their TOIL.
192. Where an Employee has been unable to utilise TOIL prior to cessation, the Secretary may approve conversion of up to 5 days of TOIL to annual leave. The Employee must elect for this to occur prior to the Employee's cessation.
193. Where any TOIL is outstanding at cessation of employment, it will not be paid to the Employee.

#### *Additional Duty Payment*

194. Where an Employee is required by their Manager to perform work which accrues 10 days TOIL (i.e. 75 hours of TOIL) over a financial year, the Employee will receive an Additional Duty Payment.
195. The Additional Duty Payment for the operation of this Agreement will be as follows:

<b>Rate from commencement of the Agreement</b>	<b>Rate from 13 March 2025</b>	<b>Rate from 12 March 2026</b>
\$2,267	\$2,353	\$2,433

196. The Additional Duty Payment will be made in the second full pay period of the subsequent financial year.
197. The Secretary may determine that in certain situations the payment of this provision will occur when an Employee has accrued less than 75 hours TOIL over a financial year.

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198. This payment does not reduce the Employee's accrued TOIL.

### **Overtime**

199. An Employee may be requested to work overtime hours in accordance with this clause. The Employee may refuse to work overtime hours if the request is unreasonable, taking into consideration the factors in section 62 of the FW Act.

200. APS Level 1 – 6 Employees, excluding Employees in receipt of the Departmental and Cabinet Liaison Officer Allowance (clause 96), Casual Employees and Shiftworkers, will be provided with payment for overtime where they are required by the Secretary to perform additional work:

- a. on a public holiday or weekend;
- b. outside the Bandwidth (clause 152);
- c. in excess of 10 hours on any one working day;
- d. where the Employee has not had a break of at least 9 hours, including travel time, since finishing their last period of duty;
- e. during annual closedown; or
- f. if required to perform duties whilst On-Call as set out in clauses 119 to 129 .

201. Where overtime under clause 200 is:

- a. continuous with Ordinary Duty, overtime will be paid for the actual overtime hours worked.
- b. subject to clause 201.c, not continuous with Ordinary Duty, the Employee will be entitled to a minimum payment of 3 hours.
- c. worked whilst On-Call, the Employee will be entitled to payment in accordance with clauses 123 to 126.

### *Overtime for Casual Employees*

202. APS Level 1-6 Casual Employees will be provided with payment of overtime where:

- a. they are required by the Secretary to work in excess of 10 hours on any one day; or
- b. they work during annual closedown.

### *Overtime for Shiftworkers*

203. APS Level 1-6 Shiftworkers, with the exception of Employees in receipt of the National Flexibility Allowance (clause 99), COMCAR Operational Allowance (clause 109) or Casual

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Employees, will be provided with payment of overtime where they are required by the Secretary to work:

- a. where the Employee has not had a break of at least 9 hours, including travel time, since finishing their last period of duty;
- b. in excess of 10 hours on any one day;
- c. during annual closedown; or
- d. in excess of 37.5 hours per week (pro-rated for Part-time Employees) averaged over a cycle of shifts.

#### *Payment for overtime*

204. Payment for overtime under clauses 199 to 203 will be paid at the following rates, calculated as a percentage of the Employee's Base Rate of Pay:

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

205. Where a Casual Employee or a Shiftworker works overtime, they will be paid at the higher of:
- a. the overtime rate set out in clause 204 above; or
  - b. the applicable shift penalty in clause 66.

#### **Reimbursement of family care costs**

206. Where an Employee is required at short notice to work additional hours outside of their Ordinary Hours, the Employee may be reimbursed reasonable additional costs, as determined by the Secretary, in relation to family care arrangements that result from the requirement to be at work.

#### **Flexible working arrangements**

207. Finance, Employees and their union recognise:
- a. 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;

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- b. access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
  - c. 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;
  - d. that flexibility applies to all roles in Finance, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
  - e. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
208. Finance is committed to engaging with Employees and their union to build a culture that supports flexible working arrangements across Finance at all levels. This may include developing and implementing strategies through a Finance consultative committee.
209. 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**

210. The following provisions do not diminish an Employee's entitlement under the NES.
211. An Employee may make a request for a formal flexible working arrangement.
212. The request must:
- a. be in writing;
  - b. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
  - c. 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.
213. The Secretary must provide a written response to a request within 21 days of receiving the request.
214. The response must:
- a. state that the Secretary approves the request and provide the relevant detail in clause 215; or
  - b. if following discussion between Finance and the Employee, Finance 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
  - c. state that the Secretary refuses the request and include the following matters;
    - i. details of the reasons for the refusal; and

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- ii. set out Finance's particular business grounds for refusing the request;
  - iii. explain how those grounds apply to the request; and
  - iv. either:
    - (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 Finance would be willing to make; or
    - (2) state that there are no such changes; and
  - v. 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 Agreement, and if the Employee is an eligible Employee under the FW Act, the dispute resolution procedures outlined in section 65B and 65C of the FW Act.
215. Where the Secretary approves the request this will form an arrangement between Finance and the Employee. Each arrangement must be in writing and set out:
- a. any security and work health and safety requirements;
  - b. a review date (subject to clause 219); and
  - c. the cost of establishment (if any).
216. The Secretary may refuse to approve the request only if:
- a. Finance has discussed the request with the Employee; and
  - b. Finance 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
  - c. Finance and the Employee have not reached such an Agreement; and
  - d. Finance has had regard to the consequences of the refusal for the Employee; and
  - e. the refusal is on reasonable business grounds.
217. Reasonable business grounds include, but are not limited to:
- a. the new working arrangements requested would be too costly for Finance;
  - b. there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested;
  - c. it would be impractical to change the working arrangements of other Employees, or to recruit new Employees, to accommodate the new working arrangements requested;
  - d. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;



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- e. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
  - f. 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.
218. For First Nations Employees, Finance must consider connection to country and cultural obligations in responding to requests for altering the location of work.
219. Approved flexible working arrangements will be reviewed by Finance 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*

220. An Employee may request to vary an approved flexible working arrangement in accordance with clause 212. An Employee may request to pause or terminate an approved flexible working arrangement.
221. The Secretary may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 223.
222. Finance 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.
223. Prior to varying, pausing or terminating the arrangement under clause 221, Finance must have:
- a. discussed with the Employee their intention to vary, pause or terminate the arrangement with the Employee;
  - b. 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);
  - c. had regard to the consequences of the variation, pause or termination for the Employee;
  - d. ensured the variation, pause or termination is on reasonable business grounds; and
  - e. informed the Employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 214.c.

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### *Working from home*

- 224. Finance 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.
- 225. Finance may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
- 226. An Employee working from home is covered by the same employment conditions as an Employee working at an office site under this Agreement.
- 227. Finance will provide Employees with guidance on working from home safely.
- 228. Employees will not be required by Finance 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, Finance will consider the circumstances of the Employees and options to achieve work outcomes safely.

### *Ad-hoc arrangements*

- 229. 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.
- 230. Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 231. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 210 to 219.
- 232. Finance 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.
- 233. Where a regular pattern of requests for ad-hoc arrangements from an Employee emerges, Finance should consider whether it is appropriate to seek to formalise the arrangement with the Employee.

### *Altering span of hours*

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

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## **Recording attendance**

235. All APS Level 1-6 Employees must accurately record their attendance, including commencement, break and finish times, and records of their leave or absences in Finance's Human Resource Management Information System.

## **Rostering and Work Hours**

### *Rostering Principles - Shiftworkers*

236. The following principles apply to rostering for all Shiftworkers:
- a. At the completion of 5 consecutive Night Shifts (as defined in clause 66), an Employee will not be rostered to perform further work until they have had a 36 hour break.
  - b. Rostering will permit at least a 9 hour break in any 24 hour period.
  - c. Employees can elect to increase the rest period between periods of duty to an amount greater than the 9 hour minimum stated above on an ad-hoc basis or permanent basis.

### *Rostering Principles - COMCAR Drivers*

237. Rostering for COMCAR Drivers will be designed and maintained to eliminate (or minimise to the greatest extent possible) work periods of excessive length.
238. Rostering for COMCAR Drivers will adhere to the following principles:
- a. continuous periods of active work will not exceed 5 hours; and
  - b. rosters will not exceed 168 hours working time in 14 days.

### *Limit on number of shifts in one day - Shiftworkers*

239. Shiftworkers may be requested to work no more than 2 shifts in any one day.
240. Shiftworkers will have at least a 3 hour break between 2 shifts performed on the same day.
241. A Shiftworker who has performed 8 or more hours on one day will not be directed to perform a second shift on the same day.
242. Where a Casual Employee works 2 shifts on one day, the minimum hour provisions as specified at clause 143 will apply to each period of duty.

### *Cancellation of shift*

243. Casual Employees and Ongoing COMCAR Drivers will be notified of any shift cancellations a minimum of 3 hours prior to the advised start time.

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244. Where a Casual Employee is not given minimum of 3 hours' notice of a shift cancellation, they will be paid a minimum of 3 hours' pay at the applicable rate, including shift penalties, for the shift which was cancelled.
245. Where an Ongoing COMCAR Driver is not given a minimum of 3 hours' notice of a shift cancellation, they will be credited with a minimum of 3 hours' toward their biannual cycle of hours.
246. If an Ongoing or Casual COMCAR Driver performs duties on the same day that a shift was cancelled within 3 hours of the advised start time, the payment or credit in clauses 244 and 245 above will not apply unless otherwise determined by the Secretary.

*Rostered Days off - Ongoing COMCAR Drivers*

247. A Rostered Day Off (**RDO**) is a full calendar day where an Ongoing COMCAR Driver is not required to perform any duties.
248. An Ongoing COMCAR Driver will be entitled to an RDO each Saturday and Sunday, other than a Sunday that precedes a Parliamentary Sitting Period.
249. If an Ongoing COMCAR Driver is required to work an RDO, or agrees to work on a public holiday, they will receive a Substitute Rostered Day Off (**SRDO**) in lieu.
250. SRDOs are to be taken on a day suitable to operational requirements.
251. SRDOs may be accumulated up to a maximum balance of 5 days at any one time. The Secretary may approve accumulation of a balance in excess of 5 days at any one time in exceptional circumstances, including where operational requirements have prevented the Ongoing COMCAR Driver from accessing accrued SRDOs.

*Rest Breaks - COMCAR Drivers*

252. An unpaid rest break of 30 minutes (which may be used for meals or rest) may be taken after 3 hours of duty at the direction of the Secretary. A COMCAR Driver will not be required to work more than 5 hours without a rest break unless operational requirements do not allow for a break to be taken, in which case clause 253 applies.
253. Where operational requirements do not allow for a break to be taken at or before the point in time at which the COMCAR Driver has worked for 5 hours:
- a. the Secretary will ensure a rest break of at least 30 minutes is provided at the earliest possible opportunity; and
  - b. the provided rest break will be paid.
254. After the completion of the first 5 hours of duty, for each subsequent 5 hour period of work performed by the COMCAR Driver in the same shift, an additional rest break of at least 30 minutes duration will be provided. Such subsequent rest break will be paid.

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255. Where a COMCAR Driver performs 2 separate shifts in one day, each shift will be treated as a separate period of duty for the purposes of this clause.

256. Where:

- a. a COMCAR Driver does not complete more than 5 hours in any one shift (including a rest break), then any rest break they have taken during the shift will not be deducted from the COMCAR Driver's total paid hours for that period;
- b. a COMCAR Driver completes more than 5 hours in any one shift (including a rest break), any rest break taken will be deducted from the COMCAR Driver's total paid hours for that shift.
  - i. If the deduction of the rest break results in the COMCAR Driver's total paid hours being less than 5 hours, the COMCAR Driver will be paid a total of 5 hours for that period.

### **Ongoing COMCAR Drivers - hours of work**

#### *Biannual cycle – Ongoing Drivers*

257. A biannual cycle will operate for Ongoing COMCAR Drivers. The period of the biannual cycles will be:

1st Cycle	1 January to 30 June
2nd Cycle	1 July to 31 December

#### *Biannual cycle hours*

258. Each full-time Ongoing COMCAR Driver will be required to work 975 hours in each biannual cycle (pro rata for part-time drivers).

259. Ongoing COMCAR Drivers may be required to perform reasonable administrative or other non-driving tasks from time to time in order to fulfil the biannual cycle hours.

260. For Ongoing COMCAR Drivers, where they are required to work on any given day, they will be credited for a minimum of 3 hours towards their biannual cycle of hours.

#### *No financial adjustment if insufficient work available*

261. Where an Ongoing COMCAR Driver has worked all hours nominated but not worked the required hours applicable as described in clause 258, no financial adjustment will apply.

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### *Excess hours in a cycle*

262. At the request of the Secretary, an Ongoing COMCAR Driver may exceed the maximum number of hours worked within the biannual cycle.
263. Where a full-time Ongoing COMCAR Driver exceeds the applicable hours within any biannual reconciliation period as defined in clause 258, the driver will have the option of either:
- a. payment for excess hours at the normal hourly rate (Base Rate of Pay, inclusive of allowances received); or
  - b. time off in lieu; or
  - c. a combination thereof.
264. Where a part-time Ongoing COMCAR Driver exceeds the applicable hours within a biannual cycle as defined above, the driver will be paid for excess hours at the applicable Casual Base Rate of Pay.
265. Payment for the excess hours worked, or time off in lieu where requested, will occur as soon as possible after the end of each biannual cycle.

### **Annual Closedown**

266. Finance will be closed for normal business and Employees will not be required to perform normal duty on the working days between Christmas Day and New Years Day.
267. Employees will be paid in accordance with their Ordinary Hours on these days.
268. Employees on leave without pay or long service leave during the annual closedown will not be entitled to re-crediting of leave.

### *Part-time Employees*

269. Part-time Employees normally not working on the days of the week on which annual closedown or a public holiday occurs will not be entitled to alternative time off duty or additional payment.

### **Public holidays**

270. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- a. 1 January (New Year's Day);
  - b. 26 January (Australia Day);
  - c. Good Friday and the following Monday;

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- d. 25 April (Anzac Day);
  - e. 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);
  - f. 25 December (Christmas Day);
  - g. 26 December (Boxing Day); and
  - h. 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* (Cth) from counting as a public holiday.
271. 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.
272. 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.
273. 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.
274. 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.
275. 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.)
276. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the Employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the Employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 270.a to 270.h.
277. 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.
278. 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

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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.

279. Where an Ongoing COMCAR Driver agrees to work on a public holiday, the Employee will be credited with an SRDO.
280. Where a Shiftworker in the COMCAR National Operations Centre agrees to work on a public holiday, the Employee will receive a substituted day off.

## **Section 6: Leave**

### **Non-approval of leave**

281. Where an Employee has had a formal application for leave rejected, the Secretary will advise the Employee of the reason(s) for the decision in writing, where requested by the Employee.

### **Recall to duty**

282. Finance will not unreasonably cancel approved leave or recall Employees to duty while on approved leave, or on weekends or public holidays. In such circumstances the Secretary will approve reimbursement of travel expenses, incidental expenses or family care costs not otherwise recoverable under insurance or from another source.

### **Annual leave**

283. Employees are entitled to 4 weeks (20 days) paid annual leave, pro-rata for Part-time Employees, for each full year of service. Annual leave may be taken at either full or half pay.
284. Permanent Shiftworkers will be entitled to an additional 5 days' annual leave (pro-rated for part-time Permanent Shiftworkers) for each year of service.
- a. Fixed Term Shiftworkers will accrue the higher leave accrual rate at clause 284 only during the period of time the Fixed Term Shiftworker is rostered as a Shiftworker.
285. All annual leave will accrue and be credited to Employees daily.

*Requirement to take annual leave - Employees other than COMCAR Ongoing Drivers and COMCAR National Operations Centre Shiftworkers*

286. This clause applies to Employees, other than COMCAR Ongoing Drivers and COMCAR National Operations Centre Shiftworkers. These Employees:
- a. are required to take a minimum 10 days' of annual leave per calendar year, pro-rata for Part-time Employees. The Secretary may approve the Employee taking less than this amount; and



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- b. with their Managers, will take joint responsibility for ensuring that accrued annual leave does not exceed 40 days. Accrued annual leave in excess of 40 days' will be considered an excess annual leave balance.

*Requirement to take annual leave - COMCAR Ongoing Drivers and COMCAR National Operations Centre Shiftworkers*

- 287. COMCAR Ongoing Drivers are required to take at least 10 days' leave (pro-rata for Part-time Employees) between 2 January and 31 January each year, in accordance with COMCAR operational requirements , unless otherwise agreed by the Secretary.
- 288. COMCAR National Operations Centre Shiftworkers will be required to take at least 5 days' leave (pro-rata for Part-time Employees) between 2 January and 31 January each year, unless otherwise agreed by the Secretary.
- 289. Where an Employee does not have sufficient accrued annual leave to take annual leave in accordance with clauses 287 or 288, they may be directed to take unpaid leave instead.
- 290. COMCAR Ongoing Drivers and COMCAR National Operations Centre Shiftworkers will take joint responsibility with their Manager for ensuring that accrued annual leave does not exceed 50 days. Accrued annual leave in excess of 50 days will be considered an excess annual leave balance.

*Managing Excess Annual Leave Balances*

- 291. When an Employee has an excess annual leave balance under clause 286.b or clause 290, the following steps will be taken:
  - a. the Manager must work with the Employee to develop a strategy to reduce the leave to the maximum permitted amount (40 or 50 days), or less, within a 12 month period; and
  - b. if an agreement cannot be reached under a, the Secretary may direct the Employee to take one or more periods of annual leave to reduce the balance within the next 12 months. A direction issued under this subclause must be in writing and provide the Employee at least 30 calendar days' notice of the period of directed leave commencing.

*Approval*

- 292. The taking of annual leave is subject to the approval of the Secretary based on operational requirements. Annual leave will not be unreasonably refused.

*Annual leave cash out*

- 293. The Secretary may approve an Employee to cash out annual leave, subject to the Employee:
  - a. providing Finance with a written election to forgo the entitlement to the amount of annual leave;

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- b. retaining an entitlement to at least 4 weeks paid annual leave after the leave has been cashed out; and
  - c. having taken at least 10 days' annual or long service leave (pro-rata for Part-time Employees) in the preceding 12 month period.
294. The payment for cashed out annual leave will be the same as what the Employee would have been paid if they took the leave.
295. Annual leave cannot be cashed out in advance of it being credited to the Employee.

### **Purchased Additional Leave**

296. Where approved by the Secretary, Employees may purchase from 1 to 4 weeks additional leave each year. The purchased leave will be credited to the Employee on its purchase, and must be taken within 12 months from the date that the leave was credited to the Employee.
297. Where approved by the Secretary, Employees may purchase from 1 to 8 weeks additional leave from the time of the expected birth, adoption or long-term fostering of a child, and to be taken within 12 months of the birth, adoption or fostering of a child.
298. Purchased leave must be taken at full pay unless otherwise approved by the Secretary as an exceptional circumstance.

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

299. An Employee, other than a Casual Employee, is entitled to 18 days or part-time equivalent paid personal/carer's leave per year of service.
300. The Secretary may approve an Employee taking personal leave at half pay.
301. A Casual Employee may be absent without pay when not fit for work due to personal illness or injury.
302. A Casual Employee is entitled to 2 days unpaid carer's leave per occasion, consistent with the NES.

### ***Accrual***

303. For an Ongoing Employee, 18 days personal/carer's leave will be credited upon the Employee's commencement with the APS. After 12 months, the Employee's leave will accrue progressively and be credited daily.
304. For a Non-ongoing Employee, personal/carer's leave will be credited upon the Employee's commencement with Finance. This will be 18 days leave pro-rated based on the Employee's initial contract period and is capped at 18 days. After the initial contract period or 12 months (whichever is shorter), leave will accrue progressively and be credited daily.

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305. Where a Non-ongoing Employee has an existing entitlement to personal/carer's leave on commencement with Finance, leave will accrue progressively and be credited daily.

#### *Usage*

306. An Employee may take personal/carer's leave for the following purposes:
- a. due to a personal illness or injury;
  - b. to attend appointments with a Registered Health Practitioner;
  - c. to manage a chronic condition;
  - d. to provide care or support for a family member (including a household member) or a person they have Caring Responsibilities for, because:
    - i. of a personal illness or injury affecting the other person; or
    - ii. an unexpected emergency affecting the other person.
  - e. Caring Responsibilities is defined in the Definitions section of this Agreement.

#### *Evidence requirements*

307. To use personal/carer's leave, an Employee may be requested to provide acceptable evidence for absences after:
- a. more than 3 consecutive days; and
  - b. more than 8 days without evidence in a calendar year.
308. Acceptable evidence includes:
- a. a certificate from a Registered Health Practitioner;
  - b. a statutory declaration; and
  - c. another form of evidence approved by the Secretary.
309. 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.

#### *Advice to Manager*

310. Employees must, as far as reasonably practicable, advise their Manager prior to 10.00am on the day of their absence of their intention to be absent.
311. Where reasonably practicable, COMCAR Shiftworkers are required to advise the appropriate workplace person of their intention to be absent at least 2 hours prior to the commencement of their shift.

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### *Serious Illness Registry*

312. Employees may, under certain circumstances, donate up to 2 days per annum of their accrued personal leave credits to the serious illness registry.

### *Reappointment after invalidity retirement*

313. An Employee who has their APS employment terminated on the grounds of invalidity, and is subsequently re-engaged as a result of action taken under section 75 of the *Superannuation Act 1976* (Cth) is entitled to be credited with personal/carer's leave equal to the balance of personal leave at the time of termination.

### **Portability of leave**

314. Where an Employee moves into Finance 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 Continuous Service.
315. Where an Employee is engaged in Finance 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.
316. Where an Employee is engaged as an Ongoing Employee in Finance, and immediately prior to the engagement the person was employed as a Non-ongoing APS Employee (whether in Finance 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.
317. 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 Finance 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.
318. Where a person is engaged as an Ongoing Employee in Finance, 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 315), the Secretary will offer to recognise any unused accrued personal/carer's leave at the Employee's request.
319. Where an Employee is engaged as an ongoing Employee in Finance, 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.
320. For the purposes of clauses 314 to 319, an Employee with a break in service of less than two months is considered to have Continuity of Service.

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## **Leave without pay**

321. If an Employee takes leave without pay during a calendar year that is cumulatively no more than 30 days, the Employee will continue to accrue annual leave and personal/carer's leave during the leave without pay.
322. If an Employee takes leave without pay during a calendar year that is cumulatively more than 30 days, the Employee will not accrue annual leave or personal/carer's leave during the period of leave without pay.
323. The Secretary may determine that a period of leave without pay in excess of 30 days will continue to accrue annual leave and/or personal/carer's leave.
324. Service for long service leave is provided for in the Long Service (Commonwealth Employees) Act 1976.
325. Parental leave without pay does not count for service, unless otherwise provided for in legislation or this Agreement.

## **Re-crediting of leave**

326. When an Employee is on:

- a. annual leave;
- b. purchased leave;
- c. defence reservist leave;
- d. First Nations ceremonial leave;
- e. NAIDOC leave;
- f. cultural leave; or
- g. long service leave; and

becomes eligible for, under legislation or this Agreement:

- h. personal/carer's leave; or
- i. compassionate or bereavement leave; or
- j. jury duty; or
- k. emergency services leave; or
- l. leave to attend to Family and Domestic Violence circumstances; or
- m. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

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the affected period of leave will be re-credited.

327. 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.

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

### **Long service leave**

329. An Employee is eligible for long service leave in accordance with the LSL Act.

330. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave at clause 326 of this Agreement.

### **Miscellaneous leave**

331. The Secretary may grant miscellaneous leave to an Employee, either with or without pay, where the Secretary considers it is appropriate.

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

#### **NAIDOC leave**

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

333. NAIDOC leave can be taken in part days.

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

334. 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.

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

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

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

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### **Cultural leave**

- 338. The Secretary may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the Employee's particular faith or culture.
- 339. The Secretary may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 340. Cultural leave can be taken as part days.
- 341. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under 334 to 337.

### **Parental leave**

- 342. A Primary Caregiver, Secondary Caregiver and ML Act is defined in the Definitions section of this Agreement.
- 343. 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 to Non-Ongoing Employees 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.
- 344. 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.
- 345. 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**

- 346. An Employee is entitled to parental leave with pay as per clauses 348 and 349 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.
- 347. Employees newly engaged or who have moved to Finance from another APS Agency are eligible for the paid parental leave in clauses 348 and 349 where such paid leave had not already been provided by another APS or Commonwealth employer in the 24 months since the child's date of birth or placement. If the paid leave used by the Employee with the

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previous Commonwealth or APS employer is less than the limits specified in clauses 348 and 349, the balance is available to the Employee.

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

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

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

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

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

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

#### *Flexible Parental Leave*

350. 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.



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351. 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 Ordinary Hours per week at the time of the absence.

*Half-pay option*

352. The payment of any paid parental leave may be spread over a maximum period of 36 weeks at 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**

353. 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:
- a. is under 16 as at the day (or expected day) of placement;
  - b. 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
  - c. is not (otherwise than because of the adoption) a Child of the Employee or the Employee's spouse or De facto Partner.
354. 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**

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

**Pregnancy loss leave**

357. A pregnant Employee who experiences, or an Employee whose Partner experiences, pregnancy loss, is entitled to one weeks' paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.
358. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this Agreement.

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### **Premature birth leave**

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

### **Parental Leave Transitional provisions**

360. 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 359 until after the legislated paid maternity leave is used.

### **Compassionate leave**

361. Employees will be eligible for 3 days' paid compassionate leave on each occasion when:
- a. 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
  - b. the Employee or their Partner has a miscarriage.
362. An Employee may be asked to provide evidence to support their absences on compassionate leave.
363. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
364. For Casual Employees, compassionate leave is unpaid.

### **Bereavement leave**

365. Employees will be eligible for 3 days' paid bereavement leave on each occasion when:
- a. a member of their family, household or someone they had a close personal relationship with dies; or
  - b. a Child is stillborn, where the Child was a member of their family (including a member of their household).
366. An Employee may be asked to provide evidence to support their absences on bereavement leave.

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367. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
368. For Casual Employees, bereavement leave is unpaid.

### **Emergency response leave**

369. In line with section 108 of the FW Act, an Employee who engages in an eligible community service activity can get emergency response leave to volunteer for emergency management duties for:
- a. the time engaged in the activity;
  - b. reasonable travelling time; and
  - c. reasonable recovery time.
370. 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.
- a. For the purposes of clause 370, full rate of pay is to be as if the Employee was at work.
371. Paid leave may be refused where the Employee's role is essential to Finance's response to the emergency.
372. 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.
373. The Secretary may approve reasonable paid or unpaid leave for ceremonial duties and training.
374. Emergency response leave, with or without pay, will count as service.

### **Jury duty**

375. 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.
376. Full and Part-time Employees will be released from duty on their full rate of pay. Payment for Casual Employees will be as per the relevant State or Territory legislation.
- a. For the purposes of clause 376, full rate of pay is to be as if the Employee was at work.
377. The Employee is required to inform their Manager before they are released from duty and provide evidence of the need to attend.

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378. 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 Finance for the period of absence. This will be administered in accordance with the overpayments clause.

### **Defence reservist leave**

379. The Secretary will give an Employee leave with or without pay to undertake:
- Australian Defence Force (**ADF**) Reserve and continuous full-time service (**CFTS**); and
  - Australian Defence Force Cadet obligations.
380. An Employee who is an ADF Reservist can take leave with pay for:
- up to 4 weeks (20 days) in each financial year; and
  - an extra 2 weeks (10 days) in the first year of ADF Reserve service.
381. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
382. 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.
383. In addition to the entitlement at clause 380, 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 ADF.
384. Paid defence reservist leave counts for service.
385. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
386. Unpaid leave taken over 6 months counts as service, except for annual leave.
387. An Employee will not need to pay their tax free ADF Reserve Salary to Finance for any reason.

### **Defence service sick leave**

388. 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:
- war-like service; or
  - non-war like service.
389. An eligible Employee can get 2 types of credits:

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- a. an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
    - i. they start employment with the APS; or
    - ii. DVA certifies the condition; and
  - b. an annual credit of 3 weeks (15 days) defence service sick leave.
390. 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.
391. Unused annual credits can be built up to 9 weeks.
392. An Employee cannot use annual credits until the initial credit is exhausted.
393. Defence service sick leave is paid and counts as service for all purposes.

### **Leave to attend proceedings**

394. 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.
395. An Employee who is not covered under clause 394, 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 Finance.
396. 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.
397. The Secretary may refuse to release an Employee from duty having regard to business requirements and whether the Employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

### **Unauthorised leave absences**

398. Where an Employee is absent from work without approval, all pay and other benefits provided under this Agreement cease to be available until the Employee resumes duty, is granted leave or ceases employment. Such absences will not count as service for any purpose.
399. Unauthorised absences will be referred to the Secretary to determine the appropriate action under the PS Act, including termination of employment.

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400. Finance will take all reasonable steps to make contact with the Employee.

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

### **Blood donation**

401. An Employee can take reasonable time away from duty during their Ordinary Hours to donate blood, plasma or platelets. It includes reasonable travel time and Finance will consider Employees on duty.
402. The Employee must inform their Manager in advance of when they will be away from work before donating blood, plasma or platelets.

### **Vaccinations**

403. Finance will offer annual influenza vaccinations at no cost to all Employees.
404. Where Finance 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**

405. Employees, their Partners, and their Dependents/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 Finance and will be accessible on paid time.

### **Respect at work**

#### *Principles*

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

408. Finance will consult with Employees and their unions and/or other representatives in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

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## **Family and Domestic Violence support**

409. Finance will provide support for Employees affected by Family and Domestic Violence, depending on the Employee's circumstances.
410. Finance recognises that a holistic approach should be taken to support the Employee, appropriate for the Employee's individual circumstances.
411. Family and Domestic Violence support provisions, including paid leave, are available to all Employees covered by this Agreement.
412. An Employee experiencing Family and Domestic Violence is able to access paid miscellaneous leave. Reasons an Employee experiencing Family and Domestic violence may access this leave include, but are not limited to:
- a. illness or injury affecting the Employee resulting from Family and Domestic Violence;
  - b. 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;
  - c. 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;
  - d. making arrangements for the Employee's safety, or the safety of a close relative;
  - e. accessing alternative accommodation;
  - f. accessing police services;
  - g. attending court hearings;
  - h. attending counselling; and
  - i. attending appointments with medical, financial or legal professionals.
413. 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.
414. 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.
415. These provisions do not reduce an Employee's entitlement to Family and Domestic Violence leave under the NES.
416. 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.

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417. 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.
418. Evidence may be requested to support Finance 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 Finance will require, unless the Employee chooses to provide another form of evidence.
419. An Employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the police service, a Court, a doctor, district nurse, a Family and Domestic Violence support service or lawyer.
420. Finance will take all reasonable measures to treat information relating to Family and Domestic Violence confidentially. Finance will adopt a 'needs to know' approach regarding communication of an Employee's experience of Family and Domestic Violence, subject to steps Finance may need to take to ensure the safety of the Employee, other Employees or persons, or mandatory reporting requirements.
421. Where Finance needs to disclose confidential information for purposes identified in clause 420, where it is possible Finance will seek the Employee's consent and take practical steps to minimise any associated safety risks for the Employee and/or privacy breaches.
422. Finance will not store or include information on the Employee's payslip in relation to:
- a. the Employee's experience of Family and Domestic Violence;
  - b. any leave accessed for the purposes of Family and Domestic Violence; or
  - c. support(s) provided by the Employer;
- unless otherwise required by legislation.
423. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to the Employee's Ordinary Hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
424. Finance 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.
425. 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**

426. Finance 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 Finance decisions.



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427. 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.
428. Employees can, during their Ordinary Hours of Work, take time to:
- a. access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in Finance; and
  - b. attend Finance mandated training about integrity.

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

429. 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.
430. Any new substantive, ongoing EL2 Employee who commences after 6 months of the commencement of this Agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

### **Diversity**

431. Finance endeavours to have a diverse and inclusive workplace that is modern and agile and welcomes people from all cultural, religious or social backgrounds. We are a workplace where everyone is valued and respected for individual differences and are free from direct and indirect discrimination.

### **Lactation and breastfeeding support**

432. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
433. Finance will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 434. In considering whether a space is appropriate, Finance will consider whether:
- a. there is access to refrigeration;
  - b. the space is lockable; and
  - c. there are facilities needed for expressing such as appropriate seating.

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434. Where it is not practicable for Finance to have a designated space, a flexible approach will be taken so that the Employee can access the support required.
435. Finance will facilitate discussion between individual Employees and their Managers about accommodating the Employee's lactation needs and practical arrangements to meet these needs.
436. 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.
437. Further information is available in policy.

### **Disaster support**

438. 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.
439. 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.
440. In considering what period of leave is appropriate, the Secretary will take into account the safety of the Employee, their Family (including their household) and advice from local, State and Commonwealth authorities.

## **Section 8: Performance and development**

### **Performance management**

441. All Employees, unless they are a Non-ongoing Employee engaged for a period of less than 6 months, will have an individual performance agreement in place during the performance management cycle. The performance cycle runs from July to June each year.
442. The Performance and Capability in Finance Policy sets out the performance management processes, including responsibilities, rights and obligations of Managers and Employees in managing performance.
443. An Employee may choose to have a support person or an Employee Representative accompany them in one-on-one discussions with their Manager(s) where there are issues about the Employee's performance.

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## **Workloads**

444. Finance 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.
445. When determining workloads for an Employee or group of Employees, Finance will consider the need for Employees to strike a balance between their work and personal life.
446. Where an Employee or group of Employees raise that they have experienced significant workload pressures over a prolonged period of time, Finance and the 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**

447. Ongoing Employees may, subject to Secretary approval, access the following to undertake accredited study relevant to Finance and APS priorities:
- a. up to \$7,000 per financial year for approved course fees, normally on a reimbursement basis; and/or
  - b. paid study leave of up to 6 hours per week during study periods.
448. In addition to the assistance in clause 447, First Nations ongoing Employees may also:
- a. access up to 6 additional hours paid study leave per week during study periods; and/or
  - b. have their approved course fees paid, normally on a reimbursement basis, for pre-requisite study required for entry into a tertiary program.
449. Employees may receive additional study assistance, at the Secretary's discretion.

## **Learning and development**

450. Employees and Managers are jointly responsible for identifying professional development needs and opportunities. Investment in professional development is at the Secretary's discretion and should align with Finance's priorities, the individual's needs and team development needs.

## **Professional memberships and/or subscriptions**

451. The Secretary will approve financial reimbursement for professional memberships and/or subscriptions deemed relevant to the needs of Finance and in accordance with the Professional Memberships and Subscription Policy.

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## Section 9: Travel and location-based conditions

### Travel Rates

452. For all Finance official business, an Employee will be eligible to receive a travel allowance in accordance with the applicable Australian Taxation Office Determination.
453. Components of a daily travel allowance will not be payable where the relevant expense is met by Finance or another organisation.
454. Further information is found in Finance's Accountable Authority Instructions.

### Illness while travelling

455. Where an Employee falls ill or is injured while travelling on official business and subsequently takes leave, the Secretary may determine that all reasonable return journey costs will be provided to the Employee on their return home, where necessary.

### Recognition of travel time

456. All time spent in transit between origin and destination, or between destinations if there is more than one, will be recorded as work hours and will attract:
- a. flex time for APS Level 1 – 6 Employees in accordance with clause 162 and overtime in accordance with clause 200;
  - b. TOIL for EL Employees in accordance with clause 183; and
  - c. paid working hours for COMCAR Drivers.
457. The amount of time ordinarily spent travelling to and from work will be excluded from the travel time recorded unless otherwise agreed by the Secretary.

### Motor Vehicle Allowance

458. Motor Vehicle Allowance (**MVA**) is payable where an Employee is approved to use a private vehicle for official purposes.
459. Where an Employee seeks, and is approved to use, a private vehicle the MVA rate will be equivalent to the rate per kilometre in accordance with the applicable Australian Taxation Office Determination.

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## Relocation assistance

460. Where an existing Employee is required to relocate at the request of Finance (such as a promotion), the Employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
461. Where an Employee is required to relocate on engagement with Finance, the Employee will be provided with financial relocation assistance.
462. Reasonable expenses associated with the relocation include:
- a. the cost of transport of the Employee, Dependants and Partners by the most economical means;
  - b. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects, including storage costs, of the Employee, Dependants and Partners;
  - c. the cost of temporary short-term accommodation for the Employee, Dependants and Partners;
  - d. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
  - e. the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the *Australian Public Service Enterprise Award 2015*.
463. Additional relocation assistance may be considered at the Secretary's discretion.

## International Postings

### *Employment Entitlements*

464. The employment entitlements for Employees posted overseas will be consistent with whole-of-government overseas entitlements. The Secretary may determine supplementary terms and conditions for Employees on posting, where required.

### *Public holiday entitlements*

465. Employees posted overseas will only be entitled to public holidays in the relevant state/country in which they are posted.
466. Where the number of public holidays available to an Employee during a calendar year at post would be less than the minimum Australian entitlement under the FW Act, the Employee may, with the approval of the Secretary, access an additional public holiday or holidays, as observed in Australia, up to the minimum entitlement provided at clause 270.

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## **COMCAR Home garaging**

467. Full-time drivers may drive a fleet vehicle to and from their place of residence at the beginning and end of each period of duty. Part time drivers will not be entitled to this arrangement.

## **Standard Place of Work**

468. An Employee's standard place of work will be the designated location identified in the Employee's letter of offer or other engagement documents. If no designated office location was specified on engagement, the Secretary may specify a designated office location by advising the employee in writing.
469. Finance and the Employee may agree to vary the Employee's standard place of work on a temporary or permanent basis.

## **Section 10: Consultation, representation and dispute resolution**

### **Consultation**

#### *Principles*

470. 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.
471. Finance recognises:
- a. the importance of inclusive and respectful consultative arrangements;
  - b. Employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - c. 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;
  - d. consultation with Employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - e. the benefits of Employee and union involvement and the right of Employees to be represented by their union.
472. Genuine and effective consultation involves:
- a. providing Employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;

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- b. providing all relevant information to Employees and the relevant union(s) in a timely manner to support consideration of the issues;
  - c. considering feedback from Employees and the relevant union(s) in the decision-making process; and
  - d. 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*

473. Consultation is required in relation to:

- a. changes to work practices which materially alter how an Employee carries out their work;
- b. changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
- c. major change that is likely to have a significant effect on Employees;
- d. implementation of decisions that significantly affect Employees;
- e. changes to Employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this Agreement); and
- f. other workplace matters that are likely to significantly or materially impact Employees.

474. Finance, 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 Finance. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

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

475. This clause applies if Finance:

- a. 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 Employees; or
- b. proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

*Representation*

476. 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.

477. Finance must recognise the representative if:

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- a. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - b. the Employee or Employees advise the Employer of the identity of the representative.

*Major change*

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

- a. the termination of the employment of Employees; or
- b. major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d. the alteration of hours of work; or
- e. the need to retrain Employees; or
- f. the need to relocate Employees to another workplace; or
- g. the restructuring of jobs.

479. The following additional consultation requirements in clause 480 to 486 apply to a proposal to introduce a major change referred to in clause 478.

480. Consultation with Employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 473.

481. Where practicable, a Finance 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.

482. Finance must notify Employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.

483. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 474, Finance must:

- a. discuss with affected Employees and relevant union(s) and/or other recognised representatives:
  - i. the proposed change;
  - ii. the effect the proposed change is likely to have on the Employees; and
  - iii. proposed measures to avert or mitigate the adverse effect of the proposed change on the Employees; and



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- b. for the purposes of the discussion – provide, in writing, to Employees and the relevant union(s) and/or other recognised representatives:
    - i. all relevant information about the proposed change, including the nature of the change proposed; and
    - ii. information about the expected effects of the proposed change on the Employees; and
    - iii. any other matters likely to affect the Employees.
484. Finance 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.
485. However, Finance is not required to disclose confidential or commercially sensitive information to Employees and the relevant union(s) and/or other recognised representatives.
486. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Finance, the requirements set out in clauses 478 to 483 are taken not to apply.

*Change to regular roster or ordinary hours of work*

487. The following additional consultation requirements in clause 488 to 491 apply to a proposal to introduce a change referred to in clause 473.e.
488. Finance must notify affected Employees and the relevant union(s) and/or other recognised representatives of the proposed change.
489. As soon as practicable after proposing to introduce the change, Finance must:
- a. discuss with Employees and the relevant union(s) and/or other recognised representatives:
    - i. the proposed introduction of the change; and
    - ii. for the purposes of the discussion – provide to the Employees and relevant union(s) and/or other recognised representatives:
      - (1) all relevant information about the proposed change, including the nature of the proposed change; and
      - (2) information about what the Employer reasonably believes will be the effects of the proposed change on the Employees; and
      - (3) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

- 
- b. 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).

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

491. Finance 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*

492. 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**

493. The Secretary will establish and maintain an agency consultative committee to discuss relevant workplace matters.

494. Finance consultative committees will operate subject to an agreed terms of reference and structure for the term of the Agreement. Representation on the committee will be in accordance with the terms of reference.

### **APS consultative committee**

495. 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**

496. If a dispute relates to:

- a. a matter arising under the Agreement; or
- b. the NES;

this term sets out procedures to settle the dispute.

497. An Employee or union who is covered by this Agreement may initiate and/or be a party to a dispute under this term.

498. 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.

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499. 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.

500. 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 499 have been taken, a party to the dispute may refer the dispute to the FWC.

501. The FWC may deal with the dispute in 2 stages:

- a. the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- b. if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
  - i. arbitrate the dispute; and
  - ii. make a determination that is binding on the parties.

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

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

- a. an Employee must continue to perform their work as they would normally in accordance with established custom and practice at Finance that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
- b. subject to 502.a, 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:
  - i. the work is not safe; or
  - ii. applicable work health and safety legislation would not permit the work to be performed; or
  - iii. the work is not appropriate for the Employee to perform; or
  - iv. there are other reasonable grounds for the Employee to refuse to comply with the direction.

503. The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

504. Any disputes arising under the Department of Finance Enterprise Agreement 2019 as maintained by the Public Service (Subsection 24(1) – Department of Finance Non-SES Employees) Determination 2022/01 or the NES that were formally notified under clause 31.4 of that agreement before the commencement of this agreement, that remain unresolved at

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the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement

*Leave of absence to attend proceedings*

505. Where the provisions of 496 to 501 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 497, or Employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the FWC arising from referral of the matter in clause 500.

**Delegates' rights**

506. 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.
507. The role of union delegates is to be respected and supported.
508. Finance and union delegates will work together respectfully and collaboratively.

*Supporting the role of union delegates*

509. Finance respects the role of union delegates to:
- a. provide information, consult with and seek feedback from Employees in the workplace on workplace matters;
  - b. consult with other delegates and union officials, and get advice and assistance from union officials;
  - c. represent the interests of members to the Employer and industrial tribunals; and
  - d. represent members at relevant union forums, consultative committees or bargaining.
510. Finance 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.
511. 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.

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512. To support the role of union delegates, Finance will, subject to legislative and operational requirements, including privacy and security requirements:
- a. 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;
  - b. 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;
  - c. allow reasonable official union communication appropriate to Finance 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;
  - d. provide access to new Employees as part of induction; and
  - e. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
513. Where APS Employees are elected as officials of a trade union or professional association, they are not required to seek permission from Finance before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

### **Employee representational rights**

514. Finance will respect and facilitate an Employee's right to representation in the workplace. The role of workplace representatives, including union delegates and Employee representatives, will be respected and facilitated in accordance with the FW Act.

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

### **Resignation**

515. An Employee may resign from their employment by giving the Secretary at least 14 calendar days' notice.
516. 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.
517. 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*

518. 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

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payments to the Partner, Dependents 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 and Redundancy - General**

### *Notification of Excess Employees*

519. When the Secretary is aware that an Employee other than a Casual or Non-ongoing Employee has potentially become an Excess Employee, or is an Excess Employee, the Secretary will determine the relevant process to apply (redeployment or redundancy). The Employee will be advised of the Secretary's decision in writing as soon as practicable and provided with relevant details and information.

### *Redeployment (potentially Excess Employee)*

520. An Employee whose position has been identified as potentially excess may be offered a period of time during which Finance will attempt to redeploy them into alternative employment.
521. Finance will attempt to redeploy a potentially Excess Employee for a period of one month (**Redeployment Period**), unless:
- a. the Secretary determines that a longer period will apply; or
  - b. the Employee requests and is granted an extension of the Redeployment Period by the Secretary.

### *Support during the redeployment period*

522. During the Redeployment Period, Finance will take reasonable steps to find alternative employment for the Employee, including considering Employees in a Redeployment Period for internal vacancies before external advertising is undertaken. Employees will be provided with reasonable paid time to complete activities associated with finding alternate employment during a redeployment period.

### *Reclassification during redeployment*

523. The Secretary may decide to reclassify an Employee to a lower Classification during the Redeployment Period, as a means of securing alternative employment for the Employee.
524. If reclassification is to occur, the Employee will be advised in writing of the decision, including relevant details, and provided with 2 weeks to respond.

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525. Where an Employee is reclassified, the Employee will continue to be paid at the Classification level which applied to the Employee immediately prior to reclassification for a period of 7 months.

*Redundancy - notification*

526. At the conclusion of the Redeployment Period, where no redeployment has occurred and the Secretary has decided to declare an Employee excess and commence the redundancy process, the Employee will be advised in writing of the relevant details, and provided with a one month consideration period to respond.

*Financial advice*

527. Reimbursement of up to \$1,000 is available to the Employee for career counselling and/or financial advice during the one month consideration period. The reimbursement will be paid subject to production of suitable receipts by the Employee.

*Confirmation of Redundancy*

528. After the expiration of the one month consideration period, if the Secretary is still satisfied that the Employee's position is redundant, the Secretary will provide written notice to the Excess Employee confirming that their position has been made redundant as soon as practicable. This written notice will include details of the termination date and the notice period.
529. Payment of Salary will continue until the conclusion of the notice period, even if termination occurs prior to this at the request of the Employee.
530. An Excess Employee who has been informed their position is redundant will be entitled to reasonable time off with pay to attend employment interviews during the notice period.

*Redundancy pay*

531. An Excess Employee whose employment is terminated due to redundancy will be paid a sum equal to:
- a. 2 weeks Salary for each completed year of Continuous Service (subject to the provisions at clause 532 and 533); plus
  - b. a pro-rata payment for each completed month of service since the last completed year of service.
532. The minimum sum payable as redundancy pay will be the higher of 4 weeks' Salary or the minimum applicable amount under the FW Act, and the maximum will be 48 weeks Salary.
533. Redundancy pay will be calculated on a pro-rata basis for any period worked part time, if the Employee has less than 24 years full-time service.

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534. For the purposes of calculating redundancy pay, 'Salary' will be the Employee's annual Base Rate of Pay, and:
- a. any allowance which the Employee was eligible to receive immediately before redundancy occurs and which is paid during periods of annual leave; and
  - b. HDA, where the Employee has been acting at a higher level for a continuous period of at least 12 months immediately prior to their employment being terminated by reason of redundancy.

*Service for redundancy pay*

535. Service for redundancy pay purposes means:
- a. service in Finance;
  - b. government service as defined in section 10 of the LSL Act;
  - c. service with a Commonwealth body (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;
  - d. service with the ADF;
  - e. APS service immediately preceding deemed resignation under repealed section 49 of the *Public Service Act 1922* (Cth), if the service has not previously been recognised for severance pay purposes;
  - f. service in another organisation (excluding the ACT Public Service) where:
    - i. an Employee moved from the APS to that organisation with a transfer of function;
    - ii. 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
    - iii. such service is recognised for long service leave purposes; and
  - g. service in the ACT Public Service for persons who were compulsorily transferred to the ACT Public Service on its establishment as a separate service on 1 July 1994 and who subsequently rejoined the APS.
536. For earlier periods of service to count there must be no breaks between the periods of service, except where:
- a. 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
  - b. the earlier period of service was with the APS and ceased because the Employee was deemed to have resigned from the APS on marriage under repealed section 49 of the *Public Service Act 1922* (Cth).



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*Service not to count*

537. Having regard to clause 535, any period of service will not count as service for redundancy pay purposes if it ceased:
- a. by way of any of the grounds for termination specified in section 29 of the PS Act (including any additional grounds prescribed in the *Public Service Regulations 2023* (Cth));
  - b. on a ground equivalent to any of these grounds;
  - c. through voluntary retirement at or above the minimum retiring age applicable to the Employee; or
  - d. with the payment of a redundancy benefit or similar payment, or an employer financed retirement benefit.
538. Absences from work which do not count as service for long service leave purposes will not count as service for redundancy pay purposes.

**Redeployment and Redundancy - Ongoing COMCAR Drivers**

*Excess Ongoing COMCAR Driver redundancy*

539. Clauses 540 to 565 apply only to Ongoing COMCAR Drivers who were employed before the commencement of the Agreement. Ongoing COMCAR Drivers employed after the commencement of the Agreement will be subject to clauses 519 to 538 in the event their position is declared excess or potentially excess.

*Consultation process*

540. When the Secretary is aware that an Ongoing COMCAR Driver is likely to become excess, the Secretary will advise the Relevant Employee of the situation and inform them that they may choose to have a representative present, which may include a union party to this Agreement.
541. The Secretary will hold discussions with the Relevant Employee and/or where the Relevant Employee chooses, their representative, over a period not exceeding one month. Such discussions will consider:
- a. measures that could be taken to resolve the situation, including redeployment at or below the Relevant Employee's Classification level;
  - b. referral to a suitable redeployment agency; and
  - c. whether voluntary redundancy might be appropriate.
542. The Secretary will determine if the Relevant Employee is excess to COMCAR's requirements and immediately advise them in writing that they are an Excess Employee:
- a. after the discussions referred to above have been held; or

- 
- b. where the Ongoing COMCAR Driver or their representative has declined to discuss the matter, one month after the Secretary had invited them to participate in discussions.
543. When notifying the Relevant Employee that they are an Excess Employee, the Secretary will consult with them on whether they want to be offered voluntary redundancy immediately, or seek redeployment.

#### *Voluntary Redundancy*

544. The Secretary may make an offer of voluntary redundancy to an Excess Employee within 2 months of the Excess Employee commencing a redeployment period and, if not already made, will usually make an offer of voluntary redundancy at the end of the redeployment period to any Excess Employee who has not been redeployed.
545. Only one offer of voluntary redundancy will be made to an Excess Employee.
546. Where the Secretary invites an Excess Employee to accept voluntary redundancy, the Excess Employee will have a one month consideration period in which to accept the offer.
547. Within the one month consideration period, the Excess Employee invited to accept voluntary redundancy will be given information on their entitlements, including:
- a. the amount of severance pay, pay in lieu of notice and accrued but unused leave credits they will receive;
  - b. the amount of their accumulated superannuation contributions;
  - c. their options concerning superannuation;
  - d. the taxation rules applying to the various payments; and
  - e. that there is assistance, up to a maximum of \$1,000, for financial advice or career counselling, as set out at 527.
548. Where the offer of voluntary redundancy is accepted, the Secretary will not give notice of termination before the end of the one month consideration period, without the Agreement of the Excess Employee.
549. An excess Ongoing COMCAR Driver who declines or does not accept an offer of voluntary redundancy within the one-month consideration period will immediately be considered for redeployment under clause 553 to 561.

#### *Period of notice - Voluntary Redundancy*

550. Where the excess Ongoing COMCAR Driver agrees to voluntary redundancy, the Secretary will give the Excess Employee notice of termination. The notice period will be 4 weeks (or 5 weeks for a driver over 45 years of age with at least 5 years of Continuous Service).

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551. Where an Ongoing COMCAR Driver terminates their employment, or is terminated, within the notice period, they will receive payment in lieu of notice for the unexpired portion of the notice period.

#### *Voluntary Redundancy Pay*

552. Ongoing COMCAR Drivers who agree to be made voluntarily redundant and whose employment is terminated by the Secretary under section 29(3)(a) of the PS Act are entitled to Voluntary Redundancy Pay, which will be calculated as per Redundancy Pay set out in clauses 531 to 534.

#### *Redeployment*

553. An Ongoing COMCAR Driver who seeks redeployment will be immediately referred to a suitable redeployment agency or program for redeployment assistance.
554. The Secretary will take all reasonable steps, consistent with the interests of the efficient operation of COMCAR, to assign excess Ongoing COMCAR Drivers to suitable vacancies at the same Classification level within COMCAR or Finance.

#### *Retention and Redeployment periods*

555. An excess Ongoing COMCAR Driver who does not accept an offer of voluntary redundancy and instead elects to be redeployed will not be involuntarily terminated without their agreement until the following retention periods have elapsed:
- a. 13 months where they have 20 or more years of service or are over 45 years of age; or
  - b. 7 months for other Ongoing COMCAR Drivers.
556. The retention period will commence on the earlier of:
- a. the day the Ongoing COMCAR Driver is advised in writing by the Secretary that they are an Excess Employee under clause 542; or
  - b. one calendar month after the day on which the Secretary invites the Ongoing COMCAR Driver to accept voluntary redundancy under clause 544.
557. During the retention period, the Secretary:
- a. will continue to take reasonable steps to redeploy the Relevant Employee; and
  - b. may, with 4 weeks' notice, assign the Excess Employee to duties with a lower Classification. Where this occurs before the end of the retention period, the Excess Employee will have their Salary maintained at the previous higher Classification for the balance of the retention period.
558. The excess Ongoing COMCAR Driver may request assistance in meeting reasonable travel and incidental expenses incurred seeking alternative employment and/or in moving residence to take up alternative employment, where these are not met by the prospective employer.

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559. Where:

- a. an excess Ongoing COMCAR Driver has been receiving redeployment assistance for 2 months; and
- b. the redeployment agency certifies that there is no reasonable prospect of redeployment in the APS; and
- c. the Secretary is satisfied that there is insufficient productive work available for them in COMCAR during the remainder of their retention period;

the Secretary may, with the agreement of the Excess Employee, terminate their employment under section 29(3)(a) of the PS Act and pay the balance of the retention period as a lump sum. This payment will be taken to include payment in lieu of notice of termination.

560. If an Ongoing COMCAR Driver is entitled to a redundancy payment under the FW Act, the relevant retention period set out in this clause will be reduced by the Excess Employee's redundancy pay entitlement under the FW Act on termination, calculated as at the expiration of the retention period (as adjusted by this clause).

561. Upon termination the Excess Employee will be paid a lump sum comprising:

- a. the balance of the retention period (as shortened for the redundancy pay entitlement under the FW Act as set out in clause 560). This payment will be taken to include payment in lieu of notice of termination of employment; plus
- b. the Employee's redundancy pay entitlement under the FW Act.

#### *Involuntary termination*

562. The Secretary may involuntarily terminate the employment of an excess Ongoing COMCAR Driver under section 29 of the PS Act at the end of the retention period.

563. An excess Ongoing COMCAR Driver will not be terminated involuntarily if they have not been invited to accept an offer of voluntary redundancy.

564. An excess Ongoing COMCAR Driver will not be terminated involuntarily without being given the minimum notice of termination they are entitled to under the FW Act, or payment in lieu of notice.

565. This period of notice will, as far as practicable, be within the retention period outlined in clause 555.

## Attachment A – Base salaries

Classification Salary Pay Point		As at 31 August 2023	From the later of commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS Level 1	Min Guidepoint	\$51,407	\$53,463	\$55,495	\$57,497
APS Level 1	1st	\$52,183	\$54,270	\$56,332	\$58,247
APS Level 1	2nd	\$52,957	\$55,075	\$57,168	\$59,112
APS Level 1	3rd	\$54,120	\$56,285	\$58,424	\$60,410
APS Level 1	4th	\$55,669	\$57,896	\$60,096	\$62,139
APS Level 1	5th	\$57,348	\$59,642	\$61,908	\$64,013
APS Level 1	6th	\$59,288	\$61,660	\$64,003	\$66,179
APS Level 2	Min Guidepoint	\$59,029	\$61,390	\$63,723	\$65,890
APS Level 2	1st	\$60,060	\$62,462	\$64,836	\$67,040
APS Level 2	2nd	\$61,222	\$63,671	\$66,090	\$68,337
APS Level 2	3rd	\$62,387	\$64,882	\$67,348	\$69,638
APS Level 2	4th	\$63,809	\$66,361	\$68,883	\$71,225
APS Level 2	5th	\$65,616	\$68,241	\$70,834	\$73,242
APS Level 2	6th	\$67,554	\$70,256	\$72,926	\$75,405
APS Level 3	Min Guidepoint	\$65,616	\$68,241	\$70,834	\$73,242
APS Level 3	1st	\$67,294	\$69,986	\$72,645	\$75,115
APS Level 3	2nd	\$69,104	\$71,868	\$74,599	\$77,135
APS Level 3	3rd	\$70,653	\$73,479	\$76,271	\$78,864
APS Level 3	4th	\$72,462	\$75,360	\$78,224	\$80,884
APS Level 3	5th	\$74,012	\$76,972	\$79,897	\$82,613
APS Level 3	6th	\$75,690	\$78,718	\$81,709	\$84,487
APS Level 4	Min Guidepoint	\$74,012	\$76,972	\$79,897	\$82,613
APS Level 4	1st	\$75,818	\$78,851	\$81,847	\$84,630
APS Level 4	2nd	\$77,240	\$80,330	\$83,383	\$86,218
APS Level 4	3rd	\$79,177	\$82,344	\$85,473	\$88,379
APS Level 4	4th	\$80,728	\$83,957	\$87,147	\$90,110
APS Level 4	5th	\$82,535	\$85,836	\$89,098	\$92,127
APS Level 4	6th	\$84,472	\$87,851	\$91,189	\$94,289

Classification Salary Pay Point		As at 31 August 2023	From the later of commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS Level 5	Min Guidepoint	\$82,535	\$85,836	\$89,098	\$92,127
APS Level 5	1st	\$83,955	\$87,313	\$90,631	\$93,712
APS Level 5	2nd	\$85,894	\$89,330	\$92,725	\$95,878
APS Level 5	3rd	\$87,444	\$90,942	\$94,398	\$97,608
APS Level 5	4th	\$89,122	\$92,687	\$96,209	\$99,480
APS Level 5	5th	\$90,802	\$94,434	\$98,022	\$101,355
APS Level 5	6th	\$92,609	\$96,313	\$99,973	\$103,372
APS Level 6	Min Guidepoint	\$90,802	\$94,434	\$98,022	\$101,355
APS Level 6	1st	\$92,997	\$96,717	\$100,392	\$103,805
APS Level 6	2nd	\$95,064	\$98,867	\$102,624	\$106,113
APS Level 6	3rd	\$97,388	\$101,284	\$105,133	\$108,708
APS Level 6	4th	\$99,455	\$103,433	\$107,363	\$111,013
APS Level 6	5th	\$101,650	\$105,716	\$109,733	\$113,464
APS Level 6	6th	\$103,848	\$108,002	\$112,106	\$115,918
APS Level 6	7th	\$110,821	\$115,254	\$119,634	\$123,702
APS Level 6	Max Guidepoint	\$118,311	\$123,043	\$127,719	\$132,061
Executive Level 1	Min Guidepoint	\$117,538	\$122,240	\$126,885	\$131,199
Executive Level 1	1st	\$119,992	\$124,792	\$129,534	\$133,938
Executive Level 1	2nd	\$122,317	\$127,210	\$132,044	\$136,533
Executive Level 1	3rd	\$124,900	\$129,896	\$134,832	\$139,416
Executive Level 1	4th	\$127,095	\$132,179	\$137,202	\$141,867
Executive Level 1	5th	\$129,680	\$134,867	\$139,992	\$144,752
Executive Level 1	6th	\$133,682	\$139,029	\$144,312	\$149,219
Executive Level 1	7th	\$142,337	\$148,030	\$153,655	\$158,879
Executive Level 1	Max Guidepoint	\$151,636	\$157,701	\$163,694	\$169,260

Classification Salary Pay Point		As at 31 August 2023	From the later of commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Executive Level 2	Min Guidepoint	\$143,499	\$149,239	\$154,910	\$160,177
Executive Level 2	1st	\$145,823	\$151,656	\$157,419	\$162,771
Executive Level 2	2nd	\$148,664	\$154,611	\$160,486	\$165,943
Executive Level 2	3rd	\$151,507	\$157,567	\$163,555	\$169,116
Executive Level 2	4th	\$154,089	\$160,253	\$166,343	\$171,999
Executive Level 2	5th	\$156,931	\$163,208	\$169,410	\$175,170
Executive Level 2	6th	\$159,644	\$166,030	\$172,339	\$178,199
Executive Level 2	7th	\$168,942	\$175,700	\$182,377	\$188,578
Executive Level 2	Max Guidepoint	\$178,759	\$185,909	\$192,974	\$199,535

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## Attachment B – Supported Wage System

1. This Attachment defines the condition which will apply to Employees who, because of the effects of disability, are eligible for a supported wage under the terms of this Agreement.

### Definitions

2. In this Attachment:

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

### Supported wage rates

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



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**Table 3 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 SWS 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 Attachment must be documented in a SWS wage assessment Agreement, and retained by the Employer as a time and wages record in accordance with the Act.

**Lodgement of SWS wage assessment Agreement**

10. All SWS wage assessment Agreements under the conditions of this Attachment, including the appropriate percentage of the relevant minimum wage to be paid to the Employee, must be lodged by the Employer with the FWC.
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 FWC to the union by certified mail and the Agreement will take effect unless an objection is notified to the FWC within 10 working days.

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### **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 SWS.

### **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 this Attachment 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 Attachment 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 Employees 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 Attachment 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 FWC.
18. Work trials should include induction or training as appropriate to the job being trialled.
19. Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 8 and 9 of this Attachment.