



Australian Government

Department of the Prime Minister and Cabinet

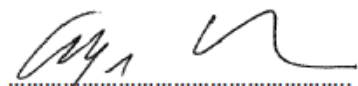
PM&C Enterprise Agreement 2024–2027

Signatories

This agreement is made under Section 172 of the *Fair Work Act 2009*.

Employer

Signed for and on behalf of the Commonwealth of Australia




.....
Professor Glyn Davis AC

Secretary of the Department of the Prime Minister and Cabinet

One National Circuit Barton ACT 2600

Bargaining representative: Community and Public Sector Union

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 ACT 2601

Table of Contents

Definitions and Acronyms	5
Section 1 – Technical Matters	8
Title and Parties to the agreement	8
Duration of this Agreement	8
Delegations	8
NES precedence	8
Work Level Standards	8
Closed comprehensive agreement	8
Individual Flexibility Arrangements.....	8
Section 2 – Remuneration and Classifications	10
Salary.....	10
Salary increase	10
Payment of salary.....	10
Salary setting.....	10
Graduate broadband and advancement.....	11
Annual pay point advancement	11
Salary sacrifice.....	11
Superannuation.....	11
Overpayments.....	12
Supported wage system.....	12
Section 3 – Allowances, Expenses and Reimbursements	14
Higher duties allowance (HDA)	14
Workplace responsibility allowances.....	14
On-call allowance.....	15
DLO and CLO allowance	15
Community Language allowance	15
Travel expenses.....	16
Relocation assistance.....	16
Reimbursements.....	17
Section 4 – Working Hours and Flexible Work	18
Hours of work.....	18
Flex-time and recording attendance (APS 1–6 Level employees).....	18
Executive Level TOIL.....	19
Recognition of travel time.....	19
Overtime	19

Flexible Working arrangements	20
Public holidays	24
Christmas closedown	25
Section 5 – Leave.....	26
Notice and prior approval of leave	26
Leave counting and not counting for service	26
Recall to duty or cancellation of leave	26
Annual leave.....	26
Purchased leave	27
Personal/carer's leave.....	27
Portability of leave and recognition of prior service.....	28
Long service leave	29
Cultural, ceremonial and NAIDOC leave	29
Parental leave	30
Compassionate leave	32
Bereavement leave	33
Emergency response leave	33
Jury duty.....	33
Leave to attend proceedings.....	34
Defence related leave	34
Miscellaneous leave	35
Re-crediting of leave	35
Section 6 – Employee Wellbeing, Support and Workplace Culture.....	37
Employee Assistance Program	37
Workloads	37
Respect at work	37
Integrity in the APS	37
Blood donation.....	38
Vaccinations	38
Family and domestic violence support	38
Lactation and breastfeeding support.....	39
Disaster Support.....	40
Section 7 – Performance and development.....	41
Performance	41
Professional development	41
Professional memberships.....	41
Studies assistance	41

First Nations Cultural Competency Training	41
Section 8 – Employment Arrangements	42
Probation	42
Job Security	42
Casual (irregular and intermittent) employment.....	42
Non-ongoing employment	43
Entry level program employment	43
Shift workers	43
Location of work	43
Resignation.....	43
Payment on death of an employee.....	43
Section 9 – Consultation, Representation and Dispute Resolution	45
Consultation.....	45
Employee representation	48
Delegates’ rights	48
Dispute resolution.....	49
Section 10 – Management of excess employees.....	51
Meaning of excess employee.....	51
Redeployment.....	51
Voluntary Redundancy.....	52
Involuntary Redundancy	54
Attachment A – Base Salaries.....	55
Attachment B – Supported Wage System.....	56

Definitions and Acronyms

Agency Head	The Secretary of the Department of the Prime Minister & Cabinet or the Secretary's Delegate.
Agreement	The Department of the Prime Minister and Cabinet Enterprise Agreement 2024-27.
APS	Australian Public Service.
APS Agency	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 Award	<i>Australian Public Service Enterprise Award 2015</i>
APS Consultative Committee	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 employee	An employee engaged under the PS Act.
Australian Defence Force Cadets	The Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
Broadband	The allocation of more than one approved classification by the Delegate to a group of duties involving work value applying to more than one classification under sub-rule 9(4) of the <i>Public Service Classification Rules 2000</i> . A broadband encompasses the full range of work value of the classifications contained within it.
Casual (irregular and intermittent) employee	An employee engaged under section 22(2)(c) of the PS Act who: <ul style="list-style-type: none">a. is a casual employee as defined by the FW Act; andb. works on an irregular and intermittent basis.
Classification or classification level	The approved classifications as set out in rule 5 of the <i>Public Service Classification Rules 2000</i> .
CLO	Cabinet Liaison Officer.
Child	A biological child, adopted child, foster child, step child, or ward.
Compressed hours	Where an employee's ordinary hours are compressed into fewer working days over an agreed period. Under this arrangement, ordinary hours must continue to be worked within the span of hours.
De facto partner	A person who, regardless of gender, is living in a common household with the employee in a bone fide, domestic, interdependent partnership, although not legally married to the employee.
Delegate	Someone to whom a power or function has been delegated.
Dependant	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.
DLO	Departmental Liaison Officer.

Employee	An employee of the Commonwealth engaged under section 22(2) of the PS Act who is covered by this Agreement (whether full time, part-time or casual, ongoing or non-ongoing).
Employee representative	A person (whether an employee or not) elected or chosen by an employee, or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this Agreement.
Family	Family or immediate family means: <ul style="list-style-type: none"> • a spouse, former spouse, de facto partner or former de facto partner of the employee; • a child, parent, grandparent, grandchild, or sibling of the employee; • a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee; • a member of the employee’s household; or • 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 & Domestic Violence	Has the same meaning as in section 106B(2) of the FW Act.
Full time employee	An employee employed to work an average of 37.5 hours per week in accordance with the Agreement.
FW Act	<i>Fair Work Act 2009</i> as amended from time to time.
Graduates	Local PM&C title referring to employees undertaking a structured graduate program of training and work placements.
LSL Act	<i>Long Service Leave (Commonwealth Employees) Act 1976</i> .
Manager	An employee’s direct manager who is usually the person to whom an employee reports to on a day-to-day basis for work related matters, and may include a person referred to as a supervisor.
ML Act	The <i>Maternity Leave (Commonwealth Employees) Act 1973</i> as amended from time to time and any successor legislation
NES	The National Employment Standards at Part 2-2 of the FW Act.
Non-ongoing employee	An employee engaged for a specified term or for the duration of a specified task in accordance with section 22(2)(b) of the PS Act, consistent with the FW Act.
Ongoing employee	An employee engaged under section 22(2)(a) of the PS Act.
Ordinary hours, duty or work	An employee’s usual hours worked in accordance with the Agreement and does not include additional hours.
Parliamentary Service	Employment under the <i>Parliamentary Service Act 1999</i> .

Part-time employee	An employee employed to work less than the average of 37.5 hours per week in accordance with the Agreement.
Partner	A spouse or de facto partner.
PGPA Act	<i>Public Governance, Performance And Accountability Act 2013.</i>
PM&C	The Department of the Prime Minister and Cabinet.
Primary caregiver	For the purposes of the parental leave clause means a pregnant employee with an entitlement under the ML Act, or an employee other than a casual employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.
PS Act	<i>Public Service Act 1999</i> as amended from time to time.
Relevant employee	An affected employee.
Secondary caregiver	For the purposes of the parental leave clause means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.
SES employee	Senior Executive Service employee and equivalent.
Shift Worker	Employees who are rostered to perform ordinary hours of work outside the span of hours, and/or on Saturdays, Sundays or public holidays for an ongoing or fixed period.
Span of hours	7 am to 7 pm Monday to Friday, unless varied by formal agreement between the employee and Delegate.
Substantive classification	The classification level an APS employee was engaged at, or last promoted to.
SWS	Supported Wage System.
TOIL	Time off in lieu.
VR	Voluntary redundancy.
ZoD	Zone of discretion.

Section 1 – Technical Matters

Title and Parties to the agreement

1. This Agreement is the Department of the Prime Minister and Cabinet Enterprise Agreement 2024-2027.
2. The Agreement covers:
 - a. the Secretary, for and on behalf of the Commonwealth of Australia as the employer;
 - b. all employees in the Department of the Prime Minister and Cabinet employed under the PS Act other than:
 - i. Senior Executive Service employees or equivalent; and
 - c. subject to notice being given in accordance with section 183 of the FW Act, and the following employee organisation which were a bargaining representative for this Agreement:
 - i. Community and Public Sector Union.

Duration of this Agreement

3. This Agreement will commence operation on the following date, whichever is later:
 - a. 7 days after approval by the Fair Work Commission; or
 - b. 14 March 2024.
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 their 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 PM&C in any respect when compared with the NES.

Work Level Standards

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

Closed comprehensive agreement

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

Individual Flexibility Arrangements

11. PM&C and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

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- 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 PM&C and the employee in relation to one or more of the matters mentioned in clause 11(a); and
 - c. the arrangement is genuinely agreed to by PM&C and the employee.
12. PM&C must ensure that the terms of the individual flexibility arrangement:
- a. are about permitted matters under section 172 of the FW Act; and
 - 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.
13. PM&C must ensure that the individual flexibility arrangement:
- a. is in writing; and
 - b. includes the name of PM&C and the employee; and
 - c. is signed by PM&C 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 enterprise agreement that will be varied by the arrangement;
 - ii. how the arrangement will vary the effect of the terms;
 - 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
 - iv. the day on which the arrangement commences.
14. PM&C must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
15. PM&C 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 PM&C and the employee agree in writing — at any time.
16. PM&C and employee are to review the individual flexibility arrangement at least every 12 months.

Section 2 – Remuneration and Classifications

Salary

17. Salary rates will be as set out in Attachment A – Base salaries of this Agreement.

Salary increase

18. The base salary rates in Attachment A include the following increases:
- 4% from the first full pay period on or after 1 March 2024 (14 March 2024);
 - 3.8% from the first full pay period on or after 1 March 2025 (13 March 2025); and
 - 3.4% 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.

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 PM&C, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Delegate determines a higher salary within the relevant salary range under these salary setting clauses.
22. Existing APS employees moving to PM&C with a current base salary above the first pay point but not above the maximum PM&C pay point for their classification will have their salary:
- matched where it aligns with a PM&C pay point; or
 - where it does not align, set at the next highest pay point of the PM&C pay scale.
23. Where an APS employees moves to PM&C at level from another APS agency, and their salary is above the maximum pay point for their classification, the salary will be maintained and the employee will not be eligible for salary increases until their salary is at or below the maximum pay point for their classification.
24. The Delegate 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. This may include advancing an employee 2 or more pay points at the end of the performance cycle to recognise demonstrated sustained high performance.
26. In determining a salary under these salary setting clauses, the Delegate will have regard to a range of factors (as relevant) including the employee's experience, qualifications and skills.
27. Where an employee commences ongoing employment in PM&C immediately following a period of non-ongoing employment in PM&C for a specified term or task, the Delegate 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 PM&C.

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28. Where an employee commences ongoing employment in PM&C immediately following a period of casual employment in PM&C, the Delegate 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 PM&C.
 29. Where the Delegate determines that an employee's salary has been incorrectly set, the Delegate may determine the correct salary and the date of effect.

Zone of Discretion

30. The ZoD is a salary range above the maximum pay point for each of the APS 6-EL 2 classifications. In exceptional circumstances, the Delegate may set a substantive salary for an existing or prospective APS 6-EL 2 employee within the ZoD.

Graduate broadband and advancement

31. Graduates are engaged in the Graduate APS 3–5 broadband, at no less than the top pay point of the APS 3 classification. Graduates progress through the broadband where the Delegate determines the requirements of the Graduate Program have been met. Graduates are not eligible for annual pay point advancement under the clauses below whilst undertaking the Graduate Program.

Annual pay point advancement

32. Employees (excluding casuals and Graduates) are eligible to advance to the next highest pay point for their substantive and acting higher classification on 1 August each year if they have not reached the maximum pay point and:
 - a. they have been at their current pay point for at least 3 months; and
 - b. they are performing at the expected standard for their classification level, as determined by their manager through the Performance Framework.
33. Eligible service for salary progression will include:
 - a. periods of paid leave and unpaid parental leave;
 - b. periods of unpaid leave that count as service; and
 - c. Service while employed on a non-ongoing basis.
34. During a period of unpaid parental leave an employee will be eligible to advance a maximum of one pay point, regardless of the length of unpaid parental leave.
35. Salary progression while acting at a higher classification will be retained for future acting duties at, or promotion to, that classification regardless of elapsed time.

Salary sacrifice

36. Employees may sacrifice their salary for a range of non-cash benefits through agreed providers.

Superannuation

37. PM&C will make compulsory employer superannuation contributions as required by applicable legislation and fund requirements.
 - i. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
 - ii. PM&C 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 PM&C's payroll system.

Method for calculating super salary

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

Payment during unpaid parental leave

41. Employer contributions will be paid on periods of unpaid parental leave in accordance with the requirements of the PSSap fund where the employee is a member of the PSSap, and up to a maximum of 52 weeks where the employee is a member of an accumulation fund other than PSSap.
42. PM&C will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer using a file generated by PM&C's payroll system.

Overpayments

43. An overpayment occurs if the Delegate (or PM&C) provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
44. Where the Delegate considers that an overpayment has occurred, the Delegate will provide the employee with notice in writing. The notice will provide details of the overpayment.
45. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Delegate 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.
46. If after considering the employee's response (if any), the Delegate confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.
47. The Delegate 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.
48. PM&C and the employee may agree to make a deduction from the employee's final monies where there is an outstanding payment upon cessation of employment.
49. Interest will not be charged on overpayments.
50. Nothing in clauses 43 to 49 clauses prevents:
 - a. PM&C from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the PGPA Act;
 - b. PM&C from pursuing recovery of the debt through other available legal avenues; or
 - c. the employee or PM&C from seeking approval to waive the debt under the PGPA Act.

Supported wage system

51. An employee can get a percentage of the relevant pay rate in line with their assessed capacity to do the work if they:

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- a. have a disability,
 - b. meet the criteria for a Disability Support Pension, and
 - c. are unable to perform duties to the capacity required.
52. Specific conditions relating to the supported wage system are detailed in Attachment B – Supported Wage System.

Section 3 – Allowances, Expenses and Reimbursements

Higher duties allowance (HDA)

53. Where a role needs to be filled for 2 or more working weeks (inclusive of public holidays), HDA will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
54. HDA will be equal to the difference between the employee’s current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the Delegate.
55. HDA is payable during periods of paid leave where the HDA would have otherwise continued.
56. Where an employee is found to be eligible for salary progression at their acting classification level they will receive an appropriate increase in the rate of HDA. The employee’s salary level will be retained for all future periods of acting regardless of elapsed time.
57. Where an employee is assigned only part of the higher duties, the Delegate will determine the amount of allowance payable.
58. HDA will be payable while an employee is acting at a higher classification level as part of a job sharing arrangement where the duration of the arrangement is at least 2 working weeks.
59. The Delegate may shorten the qualifying period for HDA on a case-by-case basis.
60. An employee assigned higher duties at the SES classification level for 2 or more working weeks (inclusive of public holidays) will be paid HDA at a rate determined by the Delegate.

Workplace responsibility allowances

61. Employees appointed by the Delegate or elected by eligible peers and performing the role of First Aid Officer, Emergency Warden, Health and Safety Representative, Mental Health First Aid Officer or Workplace Respect Officer will be paid a fortnightly allowance rate as per the table below. This allowance rate will increase in line with the salary rate increases, as reflected in the table below.

Allowance	On Commencement	13 March 2025	12 March 2026
	4%	3.8%	3.4%
Workplace responsibility	\$35.31 per fortnight	\$36.65 per fortnight	\$37.90 per fortnight

62. Where an employee holds 2 or more of these roles simultaneously, they will be paid a single allowance rate, unless the Delegate approves otherwise due to operational requirements.
63. The full allowance is payable regardless of flexible work arrangements and part-time arrangements.
64. The Delegate will consider an employee’s physical availability to undertake the role when appointing and reappointing employees to these roles, noting that some roles may not necessarily require a physical presence in the workplace.
65. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full rate, provided they are engaged to work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

On-call allowance

66. Employees will be considered to be on-call and receive an on-call allowance where they are directed by their manager to be contactable, fit to work, and available and ready to work at immediate notice, outside the 7am – 7pm Monday to Friday span of hours.
67. From time to time urgent, high priority and time critical work may arise requiring employees (particularly Executive Level employees) to undertake work outside the span of hours. Unless there was a prior direction to be on-call, this will not attract on-call allowance.
68. The weekly (7 calendar day) rate for on-call allowance is set out in the table below. Employees required to be on-call for less than one week will be paid on a pro-rata basis for each day.

Allowance	On Commencement	13 March 2025	12 March 2026
	4%	3.8%	3.4%
On-call	\$442 per week	\$459 per week	\$475 per week

69. Employees will only be required to be on-call for a maximum of 14 days in any 28-day period (calendar days).
70. If employees are on-call and recalled to work (in the office or remotely):
 - a. APS 1-6 employees will be entitled overtime.
 - b. Executive Level employees will normally be granted TOIL, or paid overtime if the Delegate determines there are exceptional circumstances.

Refer to the Overtime and Executive Level TOIL sections for more information in Section 4.

DLO and CLO allowance

71. Employees appointed by the Delegate and performing the role of DLO (for the Minister’s office) or CLO will receive an annual allowance as per the table below, paid fortnightly.

Allowance	On Commencement	13 March 2025	12 March 2026
	4%	3.8%	3.4%
Departmental Liaison Officer and Cabinet Liaison Officer	\$22,700 per annum	\$23,563 per annum	\$24,364 per annum

72. The allowance is in recognition of the long hours of duty expected, and is in lieu of overtime, flex-time and TOIL.
73. The allowance is payable during periods of paid leave.

Community Language allowance

74. A community language allowance will be paid where the Delegate 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 Delegate.

75. The allowance is paid in accordance with the employee's level of competency:

Rate	Standard	On commencement 4%	13 March 2025 3.8%	12 March 2026 3.4%
1	An employee who has adequate language skills, as determined by an individual or body approved by the Delegate, for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the Delegate.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

76. The allowance is calculated annually and paid fortnightly.

77. The full allowance is payable regardless of flexible work arrangements and part-time arrangements.

78. The allowance is payable during periods of paid leave.

79. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

Travel expenses

80. Where employees are required to travel for work, they should not be out-of-pocket for reasonable costs of travelling, accommodation, meals and other incidentals. These expenses will be covered by PM&C.

81. The preferred method of payment is Government credit card. Where this is not practicable an allowance will be paid, normally in advance, at the rates set out by the Australian Taxation Office's annually updated Taxation Determination for reasonable travel and meal allowance.

82. The Delegate may approve payment of airline lounge membership fees for employees who need access for work purposes. Employees may also purchase a membership at PM&C's discounted corporate rate.

Motor vehicle allowance

83. Employees may use a private vehicle for official travel where it is likely to result in greater efficiency or less expense than other means of official travel and the Delegate approves. Motor vehicle allowance will be paid at rates set by the Australian Taxation Office.

Relocation assistance

84. Where an existing employee is required to relocate at the request of PM&C (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.

85. Where an employee is required to relocate on engagement with PM&C, the employee will be provided with financial relocation assistance.

86. Reasonable expenses associated with the relocation include:

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

87. Additional relocation assistance may be considered at the Delegate's discretion.

Reimbursements

Carer's costs

88. Where an employee is required to travel away from their normal work location, or is directed by their manager to work outside their regular working pattern, the Delegate may approve reimbursement of reasonable, unavoidable, additional costs associated with the care of family members or dependants. The employee must advise their manager in advance that costs may be incurred, unless it is impractical to do so.

Loss or damage to clothing and/or personal effects

89. The Delegate may approve reimbursement for loss or damage to clothing and/or personal effects occurring in the course of an employee's work.

Financial retirement advice

90. Employees aged 54 years or older may receive a one-off reimbursement of up to \$500 (plus GST) towards the cost of financial retirement advice

Section 4 – Working Hours and Flexible Work

Hours of work

Ordinary hours

91. Ordinary hours of work are 7 hours and 30 minutes per day (37.5 hours per week) for full time employees, or for employees with a part-time work agreement the hours set out in the agreement.
92. Managers and employees are mutually responsible for discussing a regular pattern of hours and workload requirements, to achieve organisational priorities and support individual and team wellbeing.
93. Employees may vary their work pattern across the 7am to 7pm span of hours Monday to Friday, as agreed with their manager.
94. The 7am to 7pm Monday to Friday span of hours may be formally varied to an alternative 12-hour period by agreement between the employee and Delegate. Work performed within the alternative span of hours will not attract overtime or TOIL.
95. Where agreement cannot be reached on a regular pattern of hours, or an employee's attendance is unsatisfactory, the Delegate may require the employee to work standard hours. This does not reduce an employee's entitlement to request flexible work under the NES.
96. Standard hours are 7 hours 30 minutes per day for full-time employees, worked from 8.30am–12.30pm and 1.30pm–5.00pm Monday to Friday; or for employees with a part-time work agreement the hours set out in the agreement.
97. Employees who are going to be absent or later than usual must advise their manager as soon as practicable, ideally within 2 hours of their usual starting time.
98. Where the Delegate determines an employee's absence from work is unauthorised, the absence will be unpaid and will not count as service for any purpose, unless otherwise required by law.

Additional Hours

99. Employees are not expected to work for more than 10 hours on a day, or 5 consecutive hours without taking a break of at least 30 minutes, unless there are exceptional circumstances.
100. Where employees are required to work for more than 10 hours with limited notice, the Delegate will approve the reasonable cost or reimbursement of a meal. The preferred method of payment is Government credit card.

Flex-time and recording attendance (APS 1–6 Level employees)

101. APS 1–6 Level employees must record their attendance in PM&C's timekeeping system for manager approval.
102. APS 1–6 Level employees (excluding casuals) who work more or less than their ordinary hours within the span of hours will incur a one-for-one flex credit or debit.
103. Accrued flex credits should be taken as soon as practicable, subject to operational requirements and by agreement between the employee and manager.
104. Where an employee's flex credit exceeds 37.5 hours (pro-rata for part-time), or they have a flex debit of 7 hours 30 minutes or more, they must agree a plan with their manager to return their balance within these parameters over the next 4 weeks.
105. Prior to cessation of employment with PM&C, employees must take all reasonable steps to balance their flex credits or debits. Managers should provide opportunities to enable employees to balance any flex debits or credits.

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106. Where it is not possible to balance flex credits due to operational requirements, the employee's flex credit will be paid out on separation.
 107. Where an employee separates from PM&C with a flex debit, they may choose to acquit the debit with annual leave credits. Otherwise, PM&C is authorised to recover debits from the employee's salary or final pay.

Executive Level TOIL

108. Executive Level employees (excluding casuals) are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
109. Executive Level employees seeking to access TOIL are required to keep records of their working hours using a method determined by PM&C.
110. A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.
111. The working arrangements for an Executive Level employee should be agreed through discussion between the manager and the Executive Level 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.
112. An Executive Level employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the Executive Level employee and their manager.
113. 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.
114. Requests from Executive Level employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

Recognition of travel time

115. Employees undertaking approved official travel outside of their ordinary hours (but not performing work) will have the time spent in transit recognised as follows:
 - APS 1-6 employees will accrue flex-time.
 - Executive Level employees are granted TOIL in recognition of reasonable hours worked in line with the TOIL clauses set out above.
116. Where flex or TOIL is claimed, the time normally spent travelling to and from work should be deducted from the time spent in transit.
117. Overtime provisions only apply to employees undertaking official travel where they are directed by the Delegate to perform urgent, high priority or time critical work during transit.

Overtime

118. APS 1-6 Level employees (excluding casuals) are entitled to overtime where they are directed by the Delegate to undertake urgent, high priority or time critical work:
 - a. outside the span of hours;
 - b. on public holidays or during Christmas closedown; or
 - c. without an 8-hour break between work days.
119. APS 1-6 Level employees may choose to receive paid overtime or to accrue flex-time at the overtime rate.

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120. Executive Level employees (excluding casuals) are only entitled to paid overtime in exceptional circumstances, including where they have been directed to undertake work without an 8-hour break, during Christmas closedown, or as otherwise determined by the Delegate.
121. Overtime provisions for casual employees are outlined in clause 354.
122. Overtime is calculated as follows:
- a. Monday to Saturday – time and a half for the first 3 hours and double time for each hour thereafter.
 - b. Sunday – double time.
 - c. Public Holidays and Christmas Closedown – within ordinary hours, normal salary plus time and a half
– outside ordinary hours, double time and a half.
Except for an employee whose normal work location is South Australia and it is a public holiday solely because it is a Sunday under the Holidays Act 1910 (SA).
123. The minimum overtime entitlement is one hour. After the first hour, if less than a whole hour is worked, the entitlement will be calculated up to the next full hour. Where overtime is not continuous with an employee’s normal work pattern, overtime entitlement will include reasonable travel time to and from work (if travel is required).
124. An employee who chooses to work additional hours outside their span of hours, on a public holiday, during Christmas closedown or without an 8 hour break without direction from the Delegate, will not be paid overtime for this work.

8-hour break

125. Employees are entitled to an 8-hour break, plus reasonable travel time to and from work (where required), between working days. Where the 8-hour break results in absence for part or all of their next working day, the employee will not be required to make up those hours and their salary will be unaffected.
126. The Delegate may direct an employee to return to work without an 8-hour break, plus reasonable travel time, for urgent, high priority or time critical work. Where this occurs employees are entitled to overtime until they are able to take an 8-hour break.

Flexible Working arrangements

127. PM&C, 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;
 - 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 PM&C, 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.

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128. PM&C is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across PM&C at all levels. This may include developing and implementing strategies through the PM&C Consultative Committee.
129. 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

130. The following provisions do not diminish an employee's entitlement under the NES.
131. An employee may make a request for a formal flexible working arrangement.
132. The request must be:
- 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.
133. The Delegate must provide a written response to a request within 21 days of receiving the request.
134. The response must:
- a. state that the Delegate approves the request and provide the relevant detail in clause 136; or
 - b. if following discussion between the Delegate and the employee, the Delegate 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 Delegate refuses the request and include the following matters:
 - i. details of the reasons of refusal; and
 - ii. set out the Delegate's particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - iii. 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 the agency would be willing to make; or
 2. state that there are no such changes; and
 - iv. state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in section 65B and 65C of the FW Act.
135. Employees returning from parental leave with care of a school age child or younger will have requests for flexible work (including part-time work) approved unless the arrangements cannot be accommodated under any operational circumstances.
136. Where the Delegate approves the request this will form an arrangement between the Delegate and the employee. Each arrangement must be in writing and set out:
- a. security and work health and safety requirements;

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- b. a review date (subject to clause 140); and
 - c. the cost of establishment (if any).

137. The Delegate may refuse to approve the request only if:

- a. the Delegate has discussed the request with the employee; and
- b. the Delegate 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. the Delegate and the employee have not reached such an agreement; and
- d. the Delegate has had regard to the consequences of the refusal for the employee; and
- e. the refusal is on reasonable business grounds.

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

- a. the new working arrangements requested would be too costly for PM&C;
- 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;
- 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.

139. For First Nations employees, the Delegate must consider connection to country and cultural obligation in responding to requests for altering the location of work.

140. Approved flexible working arrangements will be reviewed by the Delegate 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

141. An employee may request to vary an approved flexible working arrangement in accordance with clause 132. An employee may request to pause or terminate an approved flexible working arrangement.

142. The Delegate may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 144.

143. The Delegate 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.

144. Prior to the Delegate varying, pausing or terminating the arrangement under clause 142, the Delegate must have:

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

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- 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 134(c).

Working from home

- 145. PM&C 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.
- 146. Employees with approval to work remotely or from home will be supplied with equipment and materials required to perform their role.
- 147. An employee working from home is covered by the same employment conditions as an employee working at an office site under this Agreement.
- 148. PM&C will provide employees with guidance on working from home safely.
- 149. Employees will not be required by PM&C to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the Delegate will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad-hoc arrangements

- 150. 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.
- 151. Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 152. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 130–140.
- 153. The Delegate 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.
- 154. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the delegate should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

- 155. An employee may request to work an alternate regular span of hours. If approved by the delegate, hours worked on this basis will be treated as regular working hours and will not attract overtime payments. PM&C will not request or require that any employee alter their regular span of hours under these provisions.

Part-time work

- 156. The daily pattern of hours for employees with a part-time work agreement will be a minimum of 3 continuous hours, unless otherwise agreed by the employee and Delegate.
- 157. Salary and allowances are calculated on a pro-rata basis for employees with a part-time work agreement, except for expense-related allowances, workplace responsibility allowance or reimbursements.

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158. Payment of salary during leave for an employee with a part-time work agreement will be for their ordinary hours, except for long service leave which is calculated in accordance with the LSL Act.
 159. Where APS 1–6 Level employees with a part-time work agreement are directed by the Delegate to work beyond their ordinary hours (within the span of hours) they will accrue flex-time or may elect to be paid for this time at their normal hourly rate.
 160. If there is a need for regular or ongoing variations to an employee’s part-time working pattern, a revised part-time work agreement is required in accordance with clauses 141 - 144.
 161. Employees with a part-time work agreement may revert to full-time at the end of the agreed period (noting all flexible work agreements must be reviewed at least annually), or earlier if full-time work is available and the Delegate agrees.
 162. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
 163. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.

Public holidays

164. Employees will not normally be required to work on public holidays and will be paid for their ordinary hours. Employees may refuse a request to work on a public holiday on reasonable grounds.
165. 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;
 - 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* from counting as a public holiday.
166. 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.
167. The Delegate 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.
168. The Delegate 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.
169. 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.

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170. Where a public holiday falls during a period when an employee is absent on leave (other than annual, paid personal/carer's 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.)
 171. 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 165(a-h).
 172. 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.
 173. 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 Delegate may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or TOIL in recognition of the planned day off.

Christmas closedown

174. Christmas closedown is the period from the end of the last working day before Christmas day to the start of the first working day after New Year's day.
175. Employees are not required to take leave and are not normally required to work during Christmas closedown, and will continue to be paid for their ordinary hours during this period, unless they are on unpaid leave directly before and directly after the Christmas closedown period.
176. In exceptional circumstances, employees may be directed by the Delegate to work during Christmas closedown. Where this occurs employees will be entitled to overtime.

Section 5 – Leave

Notice and prior approval of leave

177. Employees taking personal/carer's leave, community service leave, compassionate leave or parental leave are required to give notice to the Delegate as soon as practicable that they will be using this leave.
178. Employees are required to seek prior approval from the Delegate for annual leave, long service leave, cultural, ceremonial and NAIDOC leave, purchased leave and miscellaneous leave, unless it is impractical to do so. Delegate approval is subject to operational requirements, with consideration given to individual circumstances.

Leave counting and not counting for service

179. Unless otherwise stated in this Agreement or required by law, all leave with pay counts as service for all purposes, and all leave without pay does not count as service for any purpose.
180. Periods of leave that do not count as service do not break an employee's continuous service.

Recall to duty or cancellation of leave

181. Employees may have annual, purchased or miscellaneous leave cancelled, or be recalled to duty from these leave types, where the Delegate determines there are exceptional or emergency circumstances and it is reasonable to do so.
182. The Delegate will approve reimbursement of any reasonable and/or unrecoverable costs incurred as a result of leave being cancelled or employees being recalled to work, in line with supporting evidence.

Annual leave

183. Employees receive 4 weeks paid annual leave for each year of service (pro-rata for part-time), accrued daily.
184. Employees may take annual leave at half pay where they do not have an excess annual leave balance (more than 40 days credit). In exceptional circumstances, the Delegate may determine that an employee with an excess annual balance can take annual leave at half pay.
185. Employees will receive payment for any untaken annual leave upon separation from the APS.

Excess annual leave

186. An annual leave balance is excess if an employee has more than 40 days credit.
187. Where employees have excess annual leave, they must agree a plan with their manager to take reasonable breaks from work and reduce the excess balance to 40 days or below.
188. If agreement cannot be reached, the Delegate may direct an employee to take one or more periods of annual leave to reduce the balance to 40 days or below within the next 12 months. The direction will be in writing and provide at least 30 calendar days' notice.

Annual leave cash-out

189. Employees may cash out some of their annual leave, provided they have taken at least 5 days annual leave in the preceding 12 months and will have a balance of at least 4 weeks remaining.
190. Each cashing out of a particular amount of annual leave must be by separate agreement in writing between the Delegate and the employee.
191. Payment will be the rate that would have been payable had the employee taken the annual leave.

Purchased leave

192. The Delegate may approve that an employee purchase up to 8 weeks additional leave (pro-rata for part-time) for each 12-month period where they do not have an excess annual leave balance. Purchased leave must be taken within 12 months of the initial date of purchase.

Personal/carer's leave

193. Employees are entitled to 18 days paid leave per annum (pro-rata for part-time employees).
194. Employees are entitled to take personal/carer's leave at full pay, or half pay with Delegate approval, where they are:
- a. ill or injured;
 - b. attending appointments with a registered health practitioner;
 - c. managing a chronic condition; and/or
 - d. required 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 person; or
 - ii. of an unexpected emergency affecting the other person.
195. A person that an employee has caring responsibilities for may include a person who needs care because they:
- a. have a medical condition, including when they are in hospital;
 - b. have a mental illness;
 - c. have a disability;
 - d. are frail or aged; and/or
 - e. are a child, not limited to a child of the employee.
196. Where employees have exhausted their paid personal/carer's leave they are entitled to 2 days unpaid carer's leave each time a family member or household member needs care because of illness, injury or an unexpected emergency.
197. In exceptional circumstances, the Delegate may grant additional half pay personal/carer's leave to employees where they have used all of their personal/carer's leave and provide supporting evidence.

Evidence requirements

198. Evidence, such as a medical certificate or statutory declaration, may be requested by the Delegate, in the following circumstances:
- a. Personal/carer's leave absence of more than 3 consecutive working days.
 - b. for future personal/carer's leave absences.
199. A certificate from a registered health practitioner for the forward 12 months may be used as evidence of a chronic condition for personal/carer's leave.

Accrual

200. Newly engaged ongoing APS employees receive 18 days credit on their PM&C start date. After 12 months the leave will accrue progressively and is credited daily.

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201. Existing ongoing APS employees moving to PM&C will accrue leave progressively and be credited daily upon commencement.
 202. Non-ongoing employees will be credited 18 days of paid personal/carer's leave upon commencement, pro-rated based on the employee's initial contract period, capped at 18 days (pro-rata for part-time).
 203. After the initial non-ongoing contract period or 12 months, whichever is shorter, or where the non-ongoing employee has an existing entitlement to personal/carer's leave, the leave will accrue progressively and be credited daily.
 204. Where employees have more than 30 days that do not count as service in the preceding 12 months, their accrual of personal/carer's leave will be reduced proportionately.

Transitional arrangements

205. Employees who, immediately before the commencement of this Agreement were:
 - a. ongoing employees at PM&C will transition from annual accrual of personal/carer's leave to daily accrual on their next APS anniversary occurring between 14 March 2024 and 13 March 2025.
 - b. non-ongoing employees at PM&C will be credited 18 days of paid personal/carer's leave upon commencement of this agreement, pro-rated based on the employee's initial contract period and any accrued leave already credited, capped at 18 days (pro-rata for part-time).

APS Anniversary means the anniversary of the date the employee commenced in the APS.

206. Where an employee:
 - a. has a chronic condition or other ongoing illness, or cares for someone with a chronic condition or other ongoing illness;
 - b. is recovering from surgery;
 - c. is pregnant; or
 - d. is returning from parental leave or has a child commencing day care;

and, as result of the transition to daily accrual of personal/carer's leave, does not have sufficient credit to cover an absence for which they would otherwise have been able to take personal/carer's leave, the Delegate will advance the employee's accrual up to the 12 month anniversary where their leave would have otherwise been credited.

Portability of leave and recognition of prior service

207. Where an employee moves into PM&C from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.
208. Where an employee is engaged in PM&C immediately following a period of employment in the Parliamentary Services 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.
209. Where an employee is engaged as an ongoing employee in PM&C, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
210. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or

another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation of employment) and personal/carer's leave will be recognised.

211. Where an employee is engaged as an ongoing employee in PM&C, and immediately prior to the engagement the person was employed by a Commonwealth Government employer (other than in the Parliamentary Services which are covered in clause 208), the Delegate will recognise any unused accrued personal/carer's leave at the employee's request. The Delegate will advise the employee of their ability to make this request.
212. Where an employee is engaged in PM&C, and immediately prior to the engagement the person was employed in government service, the Delegate may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service. For the purposes of this clause, Government service is as defined in the LSL Act.
213. For the purposes of clauses 207 to 212, an employee with a break in service of less than 2 months is considered to have continuity of service.

Long service leave

214. An employee is eligible for long service leave in accordance with the LSL Act.
215. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at 289 of this Agreement.

Cultural, ceremonial and NAIDOC leave

NAIDOC leave

216. Employees may access up to one day per calendar year, of paid leave, to participate in NAIDOC week activities.
217. NAIDOC leave can be taken in part days.

First Nations ceremonial leave

218. 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.
219. The Delegate may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
220. First Nations ceremonial leave can be taken as part days.
221. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

222. The Delegate may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
223. The Delegate may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
224. Cultural leave can be taken as part days.
225. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 218.

Parental leave

- 226. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
- 227. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave up until 24 months from the date of the child’s birth or placement (parental leave period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.
- 228. 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.
- 229. 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

- 230. An employee is entitled to parental leave with pay as per clauses 232 and 233 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.
- 231. Employees newly engaged or who have moved to PM&C from another APS agency are eligible for the paid parental leave in clauses 232 and 233 where such paid leave had not already been provided by another APS or Commonwealth employer in the 24 months since the child’s date of birth or placement. If the paid leave used by the employee with the previous Commonwealth or APS employer is less than the limits specified in clauses 232 and 233 the balance is available to the employee.
- 232. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in Table 1 below.

Table 1: Primary caregivers – circumstances for paid parental leave

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

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

Table 2: Secondary caregivers – circumstances for paid parental leave

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

Flexibility

234. 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.

Rate of payment

235. The rate of payment during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.

Half-pay option

236. The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

Adoption, foster and permanent care order leave

237. 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.

238. 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.

239. Eligibility for this leave extends to traditional adoption arrangements for Aboriginal and Torres Strait Islander employees.

240. Employees may take 2 days unpaid pre-adoption leave to attend interviews or examinations required to obtain approval to adopt a child, where their paid leave credits are insufficient.

Stillbirth

241. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is 2 weeks.
242. 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

243. A pregnant employee who experiences, or an employee whose partner experiences, pregnancy loss is entitled to one week's paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.
244. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

Premature birth leave

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

Transitional provisions

246. 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 245 until after the legislated paid maternity leave is used.

Return from parental leave

247. Employees are entitled to return to their pre-parental leave position after a period of parental leave. Where this position no longer exists, they will return to a position at their substantive classification for which they are qualified and suited.

Compassionate leave

248. 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.
249. An employee may be asked to provide evidence to support their absences on compassionate leave.
250. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
251. For casual employees, compassionate leave is unpaid.

Bereavement leave

252. 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 member of their household).
253. An employee may be asked to provide evidence to support their absences on bereavement leave.
254. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
255. For casual employees, bereavement leave is unpaid.

Emergency response leave

256. 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.
257. 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 Delegate may provide additional emergency response leave with pay.
- a. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
258. Paid leave may be refused where the employee's role is essential to PM&C response to the emergency.
259. 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.
260. The Delegate may approve reasonable paid or unpaid leave for ceremonial duties and training.
261. Emergency response leave, with or without pay, will count as service.

Jury duty

262. 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.
263. Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.
- a. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
264. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
265. 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 PM&C for the period of absence. This will be administered in accordance with the overpayments clause.

Leave to attend proceedings

266. 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.
267. An employee who is not covered under clause 266, 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 PM&C.
268. An employee may otherwise be granted paid or unpaid miscellaneous leave by the Delegate if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex-time or TOIL.
269. The Delegate 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.

Defence related leave

Defence reservist leave

270. The Delegate will give an employee leave with or without pay to undertake:
 - a. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
 - b. Australian Defence Force Cadet obligations.
271. An employee who is a Defence Reservist can take leave with pay for:
 - a. up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
 - b. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
272. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
273. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
 - a. Australian Navy Cadets;
 - b. Australian Army Cadets; and
 - c. Australian Air Force Cadets.
274. In addition to the entitlement at clause 271, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
275. Paid Defence reservist leave counts for service.
276. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
277. Unpaid leave taken over 6 months counts as service, except for annual leave.
278. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

Defence service sick leave

279. 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:
- a. war-like service; or
 - b. non-war like service.
280. An eligible employee can get 2 types of credits:
- a. an initial credit of 9 weeks (45 days) defence service sick leave (pro-rata for part-time employees) will apply at the following dates, whichever is later:
 - i. they start employment with the APS; or
 - ii. DVA certifies the condition.
 - b. an annual credit of 3 weeks (15 days) defence service sick leave.
281. 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.
282. Unused annual credits can be built up to 9 weeks.
283. An employee cannot use annual credits until the initial credit is exhausted.
284. Defence service sick leave is paid and counts as service for all purposes.

Miscellaneous leave

285. Miscellaneous leave may be granted with or without pay for family and domestic violence support and an appropriate purpose that is not provided for elsewhere in this Agreement. The Delegate will consider requests in line with supporting evidence.
286. Miscellaneous leave without pay exceeding 6 months will not be approved until annual and purchased leave credits are exhausted, unless the Delegate determines otherwise in exceptional circumstances.
287. A period, or cumulative periods, of miscellaneous leave without pay exceeding 30 days within a 12 month period will not count as service for annual or personal/carer's leave purposes, except that it may count for personal/carer's leave if the leave without pay is determined by the Delegate to be in the interests of PM&C and the employee returns to duty with PM&C following the leave.
288. Any period of miscellaneous leave without pay regardless of duration will not count as service for long service leave purposes, unless a Delegate determines otherwise on a case-by-case basis. Exceptions apply under the LSL Act where an employee is absent on account of ill-health, for specified Defence service, or to occupy an executive office.

Re-crediting of leave

289. 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;

i. compassionate or bereavement leave;

j. jury duty;

k. emergency response leave;

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

m. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

290. 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.

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

Section 6 – Employee Wellbeing, Support and Workplace Culture

Employee Assistance Program

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

Workloads

293. PM&C 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.
294. When determining workloads for an employee or group of employees, PM&C will consider the need for employees to strike a balance between their work and personal life.
295. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, PM&C and employee(s) together must review the employee's workloads and priorities, and determine appropriate strategies to manage the impact on the employee or group of employees.

Respect at work

Principles

296. PM&C values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. PM&C recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
297. PM&C 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

298. PM&C 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.

Integrity in the APS

299. PM&C 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 PM&C decisions.
300. 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.
301. Employees can, during their ordinary work hours, take time to:
- access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the agency; and
 - attend PM&C mandated training about integrity.

Blood donation

- 302. An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. It includes reasonable travel time and employers will consider employees on duty.
- 303. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

Vaccinations

- 304. PM&C will offer annual influenza vaccinations at no cost to all employees.
- 305. Where PM&C requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

Family and domestic violence support

- 306. PM&C will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
- 307. PM&C recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
- 308. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this Agreement.
- 309. An employee experiencing family and domestic violence support is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
 - 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.
- 310. 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 for service for all purposes.
- 311. 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.
- 312. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
- 313. 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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314. 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.
 315. Evidence may be requested to support PM&C 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 PM&C will require, unless the employee chooses to provide another form of evidence.
 316. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.
 317. PM&C will take all reasonable measures to treat information relating to family and domestic violence confidentially. PM&C will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps PM&C may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
 318. Where PM&C needs to disclose confidential information for purposes identified in clause 317, where it is possible PM&C will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
 319. PM&C will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
 320. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
 321. PM&C 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.
 322. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

Lactation and breastfeeding support

323. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
324. PM&C will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 325. In considering whether a space is appropriate PM&C 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.
325. Where it is not practicable for a PM&C site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
326. PM&C will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
327. 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 change over time.

Disaster Support

328. 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 Delegate will consider flexible working arrangements to assist the employee to perform their work.
329. Where flexible working arrangements are not appropriate, the Delegate 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.
330. In considering what period of leave is appropriate, the Delegate will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth Authorities.

Section 7 – Performance and development

Performance

331. PM&C is an outcomes driven organisation that strives for excellence in all that we do. How we deliver is as important as what we deliver. Employees and managers are expected to engage in regular conversations about expectations and feedback, to enable PM&C to deliver on its purpose and facilitate ongoing professional development.
332. All employees are required to participate in the Performance Framework. The Performance Framework adopts a strengths-based approach and the principles of equity, transparency and procedural fairness.
333. If employees are not performing consistently at the required standard, in the first instance they will be supported to improve and maintain their performance. Where relevant, the employee's fitness for duty will be assessed and taken into account.

Professional development

334. Employees and managers are jointly responsible for identifying professional development needs and opportunities. Investment in professional development must align with PM&C priorities, individual and team development needs.

Professional memberships

335. Employees will have professional memberships and/or accreditation fees paid where the Delegate determines they are an essential requirement of their role, or it aligns with PM&C priorities.

Studies assistance

336. Employees may, subject to Delegate approval, access the following to undertake accredited study, in conjunction with work, relevant to PM&C 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.
337. Aboriginal and Torres Strait Islander employees may also:
 - a. access up to an additional 6 hours paid study leave per week during study periods, and/or
 - b. have their fees covered for study to obtain pre-requisite qualifications for entry into a tertiary institution to pursue a tertiary qualification.

First Nations Cultural Competency Training

338. PM&C will take reasonable steps to ensure all substantive, ongoing EL 2 employees employed at the commencement of this Agreement or any new substantive, ongoing EL 2 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.
339. Any new substantive, ongoing EL 2 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.

Section 8 – Employment Arrangements

Probation

340. The probationary period for new employees is 6 months unless set out otherwise in the letter of offer or determined otherwise by the Delegate.

Job Security

Commitment to ongoing employment and rebuilding APS capacity

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

Reporting

342. Where a Consultative Committee is in place, PM&C will report to the PM&C 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 PM&C.

Pathways to permanency

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

Casual (irregular and intermittent) employment

344. A casual employee is defined in the definitions section
345. A decision to expand the use of casual employees is subject to the consultation requirements in Section 9 of this Agreement.
346. PM&C will regularly review the working arrangements of casuals to assess if they are genuinely performing irregular and intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
347. Remuneration for casual employees shall be on an hourly basis. A casual employee shall receive a 25% loading on the base hourly rate of their classification as set out in this Agreement.
348. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the LSL Act and leave for family and domestic violence support.
349. 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.
350. A casual employee who is eligible for workplace responsibility allowance will be paid the full amount.
351. Casual employees are ineligible for flex-time, TOIL and annual pay point advancement.
352. Casual employees may access 2 days unpaid personal/carer's leave for each occasion when an immediate family member or household member of the employee needs care and support because of illness, injury or an unexpected emergency.
353. Casual employees are entitled to unpaid compassionate leave and bereavement leave in accordance with clauses 248 to 255.

354. Overtime for casual employees is calculated and paid, at the rates set out at clause 122, for work performed beyond the agreed daily working hours, or in excess of 37.5 hours in a week. Casual loading is not paid during periods of overtime.

Non-ongoing employment

355. A non-ongoing employee is defined in the definitions section.
356. 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 202; and
 - b. the redundancy provisions in Section 10, subject to clause 357.
357. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at Section 10, will apply.
358. If the redundancy provisions apply to an employee under clause 357, the agency must adhere to the consultation requirements in Section 9.

Entry level program employment

359. PM&C may engage employees on entry level programs such as the Graduate program or established APS wide programs, in accordance with the terms of the relevant program and as set out in the employment offer.

Shift workers

360. Employees defined as shift workers will be paid the applicable salary rate for their classification under this Agreement and receive paid penalty rates as set out in the APS Award.
361. Where a shift worker performs ordinary duties outside of the span of hours and on at least one day on Saturday or Sunday for an ongoing or fixed period, they are entitled to an additional week of annual leave for each year of service.

Location of work

362. The employee's usual office location for work is identified in their letter of offer or other engagement documentation. If no designated location is specified on engagement, the Delegate may specify a usual location of work by advising the employee in writing.
363. The Delegate and employee may agree to vary the location in which the employee performs their work through an approved formal flexible work arrangement. Where a 100% remote work arrangement is in place, the remote address will be their normal work location for public holiday purposes.

Resignation

364. An employee may resign from their employment by giving the Delegate at least 14 calendar days' notice.
365. At the instigation of the Delegate, 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.
366. The Delegate has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

Payment on death of an employee

367. When an employee dies, or the Delegate has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the Delegate must authorise payments to the partner, dependants or legal representative of the former employee, the amount to which the former employee

would have been entitled had they ceased employment through resignation or retirement, or where legislation provides specifically for amounts calculated based on the death of the employee, those amounts. If payment has not been made within a year of the former employee's death, it should be made to their legal representative.

Section 9 – Consultation, Representation and Dispute Resolution

Consultation

Agency Consultative Committee

- 368. PM&C will establish an agency Consultative Committee to discuss relevant workplace matters.
- 369. PM&C Consultative Committee will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the Consultative Committee will be in accordance with the terms of reference.

APS consultative committee

- 370. PM&C 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.

Principles

- 371. 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.
- 372. PM&C 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.
- 373. 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;
 - 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

- 374. 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);

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- 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.

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

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

376. This clause applies if PM&C:

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

Representation

377. 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.

378. PM&C must recognise the representative if:

- 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

379. 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.

380. The following additional consultation requirements in clauses 381 to 387 apply to a proposal to introduce a major change referred to in clause 374(c).

381. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 375.

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382. Where practicable, a PM&C 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.
383. PM&C must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
384. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 375, PM&C must:
- a. discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - i. the proposed change;
 - 1. the effect the proposed change is likely to have on the employees; and
 - 2. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - ii. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - 1. all relevant information about the proposed change, including the nature of the change proposed; and
 - 2. information about the expected effects of the proposed change on the employees; and
 - 3. any other matters likely to affect the employees.
385. PM&C 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.
386. However, PM&C is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
387. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of PM&C, the requirements set out in clauses 381 to 385 are taken not to apply.

Change to regular roster or ordinary hours of work

388. The following additional consultation requirements in clauses 389 to 392 apply to a proposal to introduce a change referred to in clause 374(e).
389. PM&C must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
390. As soon as practicable after proposing to introduce the change, PM&C 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

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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).
 391. However, PM&C is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
 392. PM&C 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

393. 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.

Employee representation

394. Employees have the right to be represented by a representative of their choice in matters relating to their employment and/or the operation of this Agreement.
395. The role of all employee representatives is respected and facilitated.
396. Employees are free to choose to join, or not to join, a union. Irrespective of that choice, employees will not be disadvantaged or discriminated against in respect of their employment.
397. Employees who choose to be members of a union have the right to have their industrial interests represented by that union.

Delegates' rights

398. 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.
399. The role of union delegates is to be respected and supported.
400. PM&C and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

401. PM&C 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.
402. PM&C 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.
403. 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.
404. To support the role of union delegates, PM&C will, subject to legislative and operational requirements, including privacy and security requirements:

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- 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 the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications;
 - 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.

405. Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or PM&C before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

Dispute resolution

406. 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.

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

408. 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.

409. 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.

410. 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 409 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

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

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

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

412. While the parties are trying to resolve the dispute using the procedures in this term:

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- a. an employee must continue to perform their work as they would normally in accordance with established custom and practice at PM&C 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 clause 412(a) an employee must comply with a direction given by PM&C 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 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.

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

414. Any disputes arising under the Department of the Prime Minister and Cabinet Enterprise Agreement 2021-2024 or the NES that were formally notified under clause 11 of that agreement before the commencement of this Agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

Leave of absence to attend proceedings

415. Where the provisions of clauses 406 to 410 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 407, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 410.

Section 10 – Management of excess employees

416. The management of excess employee provisions do not apply to non-ongoing employees or employees on probation.

Meaning of excess employee

417. An employee is excess to the requirements of PM&C if the Delegate determines:

- a. the employee is included in a class of employees employed by PM&C, and there are more employees in the class than is necessary for the efficient and economical working of PM&C;
- b. the services of the employee cannot be effectively used because of technological or other changes in the work methods, or changes in the nature, extent or organisation of the functions of PM&C; or
- c. the duties usually performed by the employee are to be performed by the employee at a different locality, and the employee is not willing to perform duties at that locality.

Notification of being potentially excess

418. The Delegate will notify employees who are potentially excess, in writing, including the reason/s, as soon as practicable.

419. The Delegate will discuss the notification with the employee and, where they choose, their representative within 30 calendar days of the notice, to consider:

- a. any measures that could be taken to remove or reduce the likelihood of an employee becoming excess, and
- b. whether re-assignment of duties, VR or redeployment may be appropriate.

420. The Delegate may invite employees who are not potentially excess to express interest in a VR, where this would allow the redeployment of potentially excess employees and aligns with workforce planning needs.

421. Where an employee becomes potentially excess or is excess, the Delegate will approve a one-off reimbursement of up to \$500 (plus GST) for advice from a registered financial adviser.

Declaration of excess

422. The Delegate may determine that an employee is excess to the requirements of PM&C:

- a. 30 calendar days after the employee was notified of being potentially excess;
- b. earlier if the employee formally declines to participate in discussions; or
- c. on an earlier date agreed by the employee.

423. The Delegate will provide the options of redeployment and VR to an excess employee, as detailed below.

Redeployment

424. If an excess employee advises that they wish to be redeployed, the Delegate will take all reasonable steps to reassign the duties of an excess employee at the same level within PM&C, or to assist in the movement of the employee to another APS agency.

425. PM&C will consider an excess employee in isolation from other applicants for an ongoing position in PM&C at or below the employee's classification level for which the employee has applied.

426. An employee seeking redeployment may choose to access career transition assistance through a recognised provider. PM&C will meet reasonable costs associated with these services.

427. The Delegate may approve the cost of reasonable travel and incidental expenses incurred by an excess employee in seeking alternative employment, where these are not met by a prospective employer.

Retention period

428. An excess employee will commence a retention period of 7 months on the day the employee is formally advised in writing by the Delegate that they are an excess employee.
429. If an excess employee is entitled to a redundancy payment in accordance with the NES the retention period is reduced by the number of weeks redundancy pay that the employee is entitled to under the FW Act on termination of employment.
430. The retention period and notice period may be extended by any periods of paid personal/carer's leave not exceeding 6 months that impact the redeployment process and are supported by medical evidence.
431. During the retention period, the Delegate:
- a. will continue to take reasonable steps to find alternative suitable employment for the excess employee; and/or
 - b. may reduce the excess employee's classification as a means of securing alternative employment, after giving 28 calendar days notice to the employee.
432. If an employee's classification is reduced during the retention period the employee will continue to be paid at their substantive base salary immediately prior to the reduction in classification, for the balance of the retention period.
433. Where the Delegate determines there is insufficient productive work available for the excess employee during the retention period, the Delegate may, with the agreement of the excess employee, terminate the employee's employment under section 29 of the PS Act during the retention period on the grounds that they are excess to requirements and pay the balance of the retention period as a lump sum.
434. On termination, the employee will be paid a lump sum comprising:
- a. the balance of the retention period (as shortened by the number of weeks redundancy pay the employee is entitled to under the NES) and this payment will be taken to include the payment in lieu of notice of termination of employment; and
 - b. any redundancy payment to which the employee is entitled to under the NES.

Voluntary Redundancy

Offer of voluntary redundancy

435. An excess employee not seeking redeployment, or an employee who has been invited to and expressed interest in a VR, will be made a single VR offer in writing and given 30 calendar days to consider, commencing the day after the offer is made.
436. When an employee is offered a VR, they will be given information on the:
- a. amount of their severance pay and the indicative value of the balance of any annual leave and long service leave credits;
 - b. details regarding superannuation;
 - c. likely taxation rules applying to the various payments;
 - d. length of notice the employee is entitled to; and
 - e. availability of career advisory services.

Period of notice for termination

437. The employee will be provided with 4 weeks notice (or 5 weeks for an employee over 45 years of age with at least 5 years of continuous service) prior to the termination of their employment. The notice period will

commence on the day after the employee is issued with a notice of termination under section 29 of the PS Act.

438. Where an employee requests and the Delegate agrees, or where the Delegate directs an earlier termination date within the notice period, the employee's employment will be terminated under section 29 of the PS Act on that date. The employee will receive payment in lieu of notice for the unexpired portion of the notice period on the basis of:
- a. the employee's current ordinary hours of work;
 - b. the amounts payable to the employee in respect of those hours, e.g. allowances; and
 - c. any other payments under the employee's contract of employment except for accruals that would have occurred had the person remained as an employee during the relevant notice period.

Severance benefit

439. An employee who accepts a VR and has their employment terminated by the Delegate under section 29 of the PS Act on the grounds that they are excess to requirements is entitled to 2 weeks salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service.
440. The minimum amount payable will be 4 weeks salary and the maximum will be 48 weeks salary, subject to any minimum amount the employee is entitled to under the NES.
441. Severance payments will be calculated on a pro-rata basis for any period where they have worked part-time hours during their period of service and where they have less than the equivalent of 24 years full-time service.
442. Service for severance pay purposes means:
- a. service in PM&C;
 - b. Government service as defined in section 10 of the LSL Act;
 - c. service with the Commonwealth (other than service with a joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
 - d. service with the Australian Defence Forces;
 - e. APS service immediately preceding deemed resignation under the repealed section 49 of the repealed *Public Service Act 1922* if the service has not previously been recognised for severance pay purposes; and
 - f. service in another organisation where the employee was moved from the APS to give effect to an administrative re-arrangement; or an employee of that organisation is engaged as an APS employee as a result of an administrative re-arrangement, and such service is recognised for long service leave purposes.
443. Service that will not count as service for severance pay purposes is any period of service which ceased through termination on the following grounds:
- a. the employee lacks, or has lost, an essential qualification for performing their duties;
 - b. non-performance or unsatisfactory performance of duties;
 - c. inability to perform duties because of a physical or mental incapacity;
 - d. failure to satisfactorily complete an entry level program or training;
 - e. failure to meet a condition of engagement imposed under subsection 22(6) of the PS Act;

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- f. breach of the Code of Conduct;
 - g. any other ground prescribed by the Public Service Regulations;
 - h. on a ground equivalent to those above under the repealed *Public Service Act 1922*;
 - i. through voluntary retirement at or above the minimum retiring age applicable to the employee;
 - j. with the payment of a retrenchment benefit or similar payment or an employer financed retirement benefit.

444. For earlier periods of service to count as severance pay, there must be no breaks between periods of service, except where:

- 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
- the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the repealed *Public Service Act 1922*.

Severance benefit – rate of payment

445. Salary for severance pay purposes will include:

- a. the employee's substantive salary adjusted on a pro-rata basis for periods of part-time service;
- b. higher duties allowance for performance of duties at a higher classification level where the employee has been performing duties, and continues to perform duties, at the higher classification level for a continuous period of at least 12 months immediately prior to the date on which the employee was given notice of termination of employment; and
- c. other allowances in the nature of salary which have been paid to the employee on a regular basis and have continued to be paid during periods of annual leave, excluding allowances which are reimbursements for expenses incurred.

Involuntary Redundancy

446. At the end of the retention period the Delegate may make the excess employee involuntarily redundant under section 29 of the PS Act.

447. An excess employee will not be made involuntarily redundant where:

- a. the employee has not been invited to accept an offer of VR;
- b. the employee has requested a VR, but the Delegate has refused; or
- c. the employee has not been given 4 weeks notice of termination of employment (or 5 weeks for an employee over 45 years of age with at least 5 years' continuous service), or payment in lieu of notice.

Attachment A – Base Salaries

	Pay point	On commencement 4%	13 March 2025 3.8%	12 March 2026 3.4%
Executive Level 2	Zone of discretion*	\$168,610 to \$178,558	\$175,017 to \$185,343	\$180,968 to \$191,645
	Maximum pay point	\$168,609	\$175,016	\$180,967
	3rd pay point	\$159,632	\$165,698	\$171,332
	2nd pay point	\$150,648	\$156,373	\$161,690
	1st pay point	\$141,669	\$147,052	\$152,052
Executive Level 1	Zone of discretion*	\$138,724 to \$148,362	\$143,996 to \$154,000	\$148,891 to \$159,236
	Maximum pay point	\$138,722	\$143,993	\$148,889
	3rd pay point	\$133,053	\$138,109	\$142,805
	2nd pay point	\$127,385	\$132,226	\$136,722
	1st pay point	\$121,717	\$126,342	\$130,638
APS 6	Zone of discretion*	\$106,439 to \$116,595	\$110,484 to \$121,026	\$114,240 to \$125,141
	Maximum pay point	\$106,438	\$110,483	\$114,239
	3rd pay point	\$103,157	\$107,077	\$110,718
	2nd pay point	\$99,405	\$103,182	\$106,690
	1st pay point	\$94,715	\$98,314	\$101,657
APS 5	Maximum pay point	\$91,549	\$95,028	\$98,259
	3rd pay point	\$89,503	\$92,904	\$96,063
	2nd pay point	\$87,457	\$90,780	\$93,867
	1st pay point	\$85,633	\$88,887	\$91,909
APS 4	Maximum pay point	\$82,945	\$86,097	\$89,024
	3rd pay point	\$81,153	\$84,237	\$87,101
	2nd pay point	\$79,722	\$82,751	\$85,565
	1st pay point	\$77,558	\$80,505	\$83,242
APS 3	Maximum pay point	\$74,264	\$77,086	\$79,707
	2nd pay point	\$73,050	\$75,826	\$78,404
	1st pay point	\$71,298	\$74,007	\$76,523
APS 2	Maximum pay point	\$68,034	\$70,619	\$73,020
	3rd pay point	\$66,778	\$69,316	\$71,673
	2nd pay point	\$65,399	\$67,884	\$70,192
	1st pay point	\$63,845	\$66,271	\$68,524
APS 1	Maximum pay point	\$59,436	\$61,695	\$63,793
	2nd pay point	\$57,464	\$59,648	\$61,676
	1st pay point	\$54,357	\$56,423	\$58,341

*Access to the Zone of Discretion is at the decision of the Delegate

Attachment B – Supported Wage System

Purpose

1. This schedule defines the condition which will apply to employees because of the effects of a disability, and 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 SWS to perform assessments of an individual's productive capacity within the SWS.
 - **Assessment instrument** means the tool provided for under the SWS that records the assessment of the productive capacity of the person to be employed under the SWS.
 - **Disability Support Pension** means the Commonwealth Government pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991 (Cth)*, as amended from time to time, or any successor to that scheme.
 - **Relevant minimum wage** means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged.
 - **SWS** means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the [JobAccess](http://www.jobaccess.gov.au) website (www.jobaccess.gov.au).
 - **SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

Eligibility Criteria

3. Employees covered by this 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 a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
4. This 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 table:

Applicable percentage of relevant minimum wage paid to applicable employees

Assessed capacity [subclause (d)]	Percentage of Agreement rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

6. Provided that the minimum amount payable to an employees to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.
7. Where an employee’s assessed capacity is 10%, 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 FW 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 Fair Work Commission.
11. All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in this Agreement and is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

Review of assessment

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

Trial Period

15. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this 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 Fair Work Commission.
18. Work trials should include induction or training as appropriate to the job being trialled.
19. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 8 and 9 (assessment of capacity).