



Australian Government

Department of Health and Aged Care

**ENTERPRISE AGREEMENT
2024–2027**

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PART A – OPERATION OF THE AGREEMENT AND EMPLOYMENT MATTERS

Agreement title

- 1) This enterprise agreement is made under section 172 of the *Fair Work Act 2009* (FW Act) and will be known as the 'Department of Health and Aged Care Enterprise Agreement 2024–2027' (the Agreement).

Parties to the Agreement

- 2) This Agreement covers:
 - a) the Secretary, for and on behalf of the Commonwealth of Australia as the employer;
 - b) all employees in the Department of Health and Aged Care (the department) 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, the following employee organisation/s which were a bargaining representative for this Agreement:
 - i. the Community and Public Sector Union (CPSU);
 - ii. the Australian Salaried Medical Officers Federation (ASMOF); and
 - iii. the Australian Nursing and Midwifery Federation (ANMF).

Operation of the Agreement

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

Delegations

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

Closed comprehensive Agreement

- 6) 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.
- 7) This Agreement will be supported by policies and guidelines, as implemented and varied from time to time.
- 8) 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.

National Employment Standards (NES) precedence

- 9) 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 terms of this Agreement is detrimental to an employee of the department in any respect when compared with the NES.

Definitions

- 10) Definitions applicable to this Agreement are outlined at Attachment A.

Casual (irregular or intermittent) employment

- 11) A casual (irregular or intermittent) employee is defined in the definitions section at Attachment A of this Agreement.
- 12) A decision to expand the use of casual employees is subject to consultation at clauses 501 to 517 of this Agreement.
- 13) The department will regularly review the working arrangements of casuals to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the National Staff Participation Forum (NSPF).
- 14) 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.
- 15) The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.
- 16) A casual employee shall be engaged for a minimum of three hours per engagement or shall be paid for a minimum of three hours at the appropriate casual rate.

Non-ongoing employment

- 17) A non-ongoing employee is defined in the definitions section at Attachment A of this Agreement.
- 18) Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this Agreement's terms, except:
 - a) personal/carers leave accrual at clause 297;
 - b) the redundancy provisions at Part F of this Agreement, subject to clause 19; and
 - c) application of the Managing Underperformance policy, as stated at clause 463.
- 19) If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at Part F of this Agreement will apply.
- 20) If the redundancy provisions apply to an employee under clause 19, the department must adhere to the consultation requirements at clauses 501-517 of this Agreement.

Job security

Commitment to ongoing employment and rebuilding APS capacity

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

Reporting

- 22) The department will report to the NSPF on an annual basis, or more frequently if agreed, on the number, duration, classification and location of ongoing, non-ongoing and casual employees engaged by the department.

Pathways to permanency

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

Integrity in the APS

- 24) The department understands that procedural fairness is essential in building and maintaining trust with APS employees, and that it requires fair and impartial processes for employees affected by APS-wide or department decisions.
- 25) 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.
- 26) Employees can, during their ordinary work hours, take time to:
 - a) access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the department; and
 - b) attend department mandated training about integrity.

Respect at work

Principles

- 27) The department values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The department recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
- 28) The department recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.

Consultation

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

Resignation

- 30) An employee may resign from their employment by giving the Secretary at least 14 calendar days' notice.
- 31) At the instigation of the Secretary, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
- 32) The Secretary has the discretion to agree to a shorter period of notice or waive the requirement to give notice.
- 33) Where an employee resigns on a public holiday, they will be deemed to have resigned on the last working day prior to the public holiday.

Payment on death of an employee

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

PART B – REMUNERATION AND CLASSIFICATIONS

Salary increase

- 35) Salary rates will be as set out in Attachment B to this Agreement.
- 36) The base salary rates in Attachment B include the following increases:
- a) 4% from the first full pay period on or after 1 March 2024 (14 March 2024);
 - b) 3.8% from the first full pay period on or after 1 March 2025 (13 March 2025); and
 - c) 3.4% from the first full pay period on or after 1 March 2026 (12 March 2026).
- 37) In recognition of a common alignment date of the first full pay period on or after 1 March each year, the payments in Attachment B were calculated based on base salary rates as at 31 August 2023.

Part-time employees

- 38) Salary rates for part-time employees will be calculated as a pro rata of the appropriate salary table indicated at Attachment B, based on the proportion of hours worked in comparison to full-time hours.

Supported wage system

- 39) An employee can get a percentage of the relevant pay rate in line with their assessed capacity to do the work if they:
- a) have a disability;
 - b) meet the criteria for a Disability Support Pension; and
 - c) are unable to perform duties to the capacity required.
- 40) Specific conditions relating to the supported wage system are detailed in Attachment D of this Agreement.

Payment of salary

- 41) Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution 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.

Overpayments

- 42) An overpayment occurs if the Secretary (or the department) provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this Agreement).

- 43) Where the Secretary considers that an overpayment has occurred, the Secretary will provide the employee with notice in writing. The notice will provide details of the overpayment.
- 44) If an employee disagrees that there has been an overpayment, including the amount of the overpayment, they will advise the Secretary in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
- 45) If after considering the employee's response (if any), the Secretary confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the department in full by the employee.
- 46) The Secretary and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
- 47) The department and employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment.
- 48) Interest will not be charged on overpayments.
- 49) Nothing in clauses 42 to 48 prevents:
 - a) the department from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
 - b) the department from pursuing recovery of the debt through other available legal avenues; or
 - c) the employee or the department from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Salary advancement

Within classifications

- 50) Salary advancement to the next available pay point for ongoing and non-ongoing employees (excluding casuals) within all classification levels will occur from the beginning of the first full pay period commencing on or after 1 August each year, subject to the following:
 - a) completing the requirements of the Performance and Development Scheme (PDS) unless there is reasonable cause not to have done so; and
 - b) being assessed as achieving effective performance or better at the end of the PDS cycle; and
 - c) having eligible service with the department at their substantive level or above (i.e. higher duties), for an aggregate of three months or more within the PDS cycle; and
 - d) not being ineligible for salary advancement due to relevant administrative actions, including a sanction under section 15 of the PS Act; and

- e) any additional advancement provisions applying to specific groups of employees as outlined in this section.
- 51) Eligible service for salary advancement 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.
- 52) During a period of unpaid parental leave, employees will be eligible to advance a maximum of one pay point, regardless of the length of unpaid parental leave.
- 53) Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary advancement at both their substantive and acting classifications.

Legal 1 broadband salary advancement

- 54) Employees in the Legal 1 broadband will have the following additional provisions for salary advancement.
- a) Receipt of a performance rating, as specified in column 1 of the table below, or in an alternative rating scale determined by the Secretary, will result in advancement by the corresponding number of pay points specified in column 2.
 - b) Advancement from the fifth to sixth pay point will not occur unless:
 - i. in the opinion of the Secretary, the level of work allocated for the position is classified as higher level work; and
 - ii. the employee has performed work at the higher level for a minimum period of six months, and attained a performance rating of ‘fully effective’, ‘superior’ or ‘outstanding’ shown in the table below, or in an alternative rating scale determined by the Secretary.
 - c) Unless otherwise approved by the Secretary, employees in the Legal 1 broadband will not advance beyond the sixth pay point until they have completed 12 months of service at the sixth pay point.

Performance rating	Rate of advancement
Outstanding	Advancement by three pay points
Superior	Advancement by two pay points
Fully effective	Advancement by one pay point
Partially effective	No advancement
Unsatisfactory	No advancement

Research Scientists

- 55) Research Scientist employees will have the following additional provisions for salary advancement: Receipt of a performance rating, as specified in column 1 of the table below (or in an alternative rating scale determined by the Secretary), will result in advancement by the corresponding number of pay points specified in column 2.

Performance rating	Rate of advancement
Outstanding	Advancement by three pay points
Superior – first year	Advancement by one pay point
Superior – each successive year	Advancement by two pay points
Fully effective	Advancement by one pay point
Partially effective	No advancement
Unsatisfactory	No advancement

Senior Principal Research Scientist

- 56) The Secretary will determine the circumstances for salary advancement of an employee classified as a Senior Principal Research Scientist, which will be subject to achieving a performance rating of at least ‘fully effective’ at the end of the PDS cycle.

Salary setting

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

- 62) Where an APS employee moves to the department at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the Secretary will maintain the employee’s salary at that level, until it is absorbed into the salary range for that classification.
- 63) Where an APS employee moves to the department at level from another APS agency, and their salary is below the top pay point of the salary range for their classification, but not aligned with a pay point in the range, the employee’s salary will be paid at the next highest pay point in that range.
- 64) Where the Secretary determines that an employee’s salary has been incorrectly set, the Secretary may determine the correct salary and the date of effect.

Salary on work placements

- 65) Where the Secretary decides to provide work placements (for example, junior doctors through the Royal Australian College of General Practitioners (RACGP) training program), the Secretary will determine the appropriate rate of remuneration in accordance with Attachment B for those employees. In addition to determining remuneration levels, the Secretary may also determine payment rates for additional costs including travel, living away from home allowance and other employment-related allowances.

Salary on reduction

- 66) Where an employee is temporarily reassigned duties at a lower work classification level, the employee will be paid at a level nominated by the Secretary, having regard to the experience, qualifications and skills of the employee. Where applicable, such a determination will specify the period for which the adjusted level will apply. This clause does not apply to decisions made by the Secretary in relation to breaches of the Code of Conduct or underperformance.

Classifications and local titles

- 67) Employees undertaking duties recognised by the Secretary as requiring possession of mandatory qualifications, specialist skills and/or professional registration will have specific titles recognised under the *Public Service Classification Rules 2000*, or local titles.

Specific Classifications	Local Titles
Medical Officer	Health and Aged Care Graduate
	Apprentice
	Cadet
	Trainee
	Legal
	Professional
	Public Affairs
	Research Scientist
	Technical
	Commonwealth Nursing Officer

Broadbanding

68) The following broadbands are provided under this Agreement:

Broadband	Broadbanded classifications
Legal 1	APS4, 5, 6, Executive Level 1
Research Scientist	APS6, Executive Level 1
Professional 1	APS3, 4, 5
Health and Aged Care Graduate	APS4, 5
Public Affairs 1	APS4, 5
Health Entry Level	APS1, 2, 3, 4

Health Entry Level Broadband (HELB) and Health and Aged Care Graduate Broadband

- 69) The department runs Entry Level Programs that utilise the Health Entry Level Broadband (HELB) and Health and Aged Care Graduate Broadband.
- 70) The HELB and Health and Aged Care Graduate Broadband will be used for employees selected to undertake an advancement program and whose progression to the exit level classification is subject to the successful completion of the relevant Entry Level Program.
- 71) The following local titles are included in the HELB:
- a) Apprentice (A);
 - b) Cadet (C); and
 - c) Trainee (T).
- 72) The Secretary may include other entry level local titles in the HELB.

Entry to HELB and Health and Aged Care Graduate Broadband

- 73) Participants commencing in the department on an Entry Level Program will commence at the base classification of the applicable program.
- 74) The Secretary may, in exceptional circumstances approve a participant to commence at a classification higher than the base classification of the applicable program.

Advancement within the HELB and Health and Aged Care Graduate Broadband

- 75) Health Entry Level employees and Health and Aged Care Graduates are required to undertake a program/course of training determined by the Secretary.
- 76) On satisfactory completion of the program/course of training, the employees will be advanced through the assigned soft barriers within the HELB or Health and Aged Care Graduate Broadband.

- 77) Advancement is not automatic and is subject to:
- a) successful completion of the relevant Entry Level Program including any applicable qualification/training; and
 - b) the employee having gained the necessary skills and proficiencies to perform the more complex work; and
 - c) effective performance.

Transitional arrangements for Graduates at the commencement of this Agreement

- 78) The highest classification within the Health and Aged Care Graduate Broadband is accessible to all Graduates who meet the relevant conditions for advancement. If at the time of the commencement of this Agreement, there are Graduates who are yet to complete the program/course of training, they will move to the highest classification within the Health and Aged Care Graduate Broadband when they meet the relevant conditions for advancement.
- 79) If at the time of the commencement of this Agreement, there are Graduates who are yet to complete a program/course of training that was commenced during the term of the previous Agreement, they will move to the APS4 classification within the Health and Aged Care Graduate Broadband on the first pay period on or after the commencement of this Agreement.
- 80) If at the time of the commencement of this Agreement, there are Graduates who have completed the relevant program/course of training, they will (if they have not done so already) move to the highest classification within the Health and Aged Care Graduate Broadband under this Agreement, subject to having met the relevant conditions for such advancement.

Legal 1 Broadband – Determination of salary

- 81) On promotion, advancement, movement or engagement to a classification within the Legal 1 broadband, an employee will be paid at the minimum pay point unless:
- a) the Secretary determines otherwise in accordance with clause 58; or
 - b) on engagement, the employee has been admitted as a practitioner of the High Court or the Supreme Court of a State or Territory, and:
 - i. the employee has served under articles of clerkship for a period of not less than one year; or
 - ii. before being so admitted, the employee successfully completed a course of training in the Legal Workshop conducted by the Faculty of Law at the Australian National University or a comparable course in Australia; or
 - iii. the employee has gained experience which, in the opinion of the Secretary, is equivalent to the experience of a person who has satisfied (i) or (ii).

Work Level Standards

- 82) 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.

Superannuation

Employer superannuation contributions

- 83) The department will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 84) Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.

Method for calculating superannuation salary

- 85) The department will provide an employer contribution of 15.4% of the employee's Ordinary Time Earnings (OTE) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation funds.
- 86) Employer contributions will be made for all employees covered by this Agreement.
- 87) Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.
- 88) Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave not to count as service, unless otherwise required under legislation.
- 89) The department will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the department's payroll system.

Treatment of allowances

- 90) A table indicating the treatment of allowances for superannuation purposes is at Attachment C.

Salary packaging

- 91) Employees may access salary packaging, and may package up to 100% of salary. Where an employee takes up the option of salary packaging, the employee's salary for purposes of superannuation, severance and termination payments, and any other purposes, will be determined as if the salary packaging arrangement had not occurred.
- 92) Any fringe benefits tax incurred by individual employees as a result of salary packaging arrangements will be met by the individual employee on a salary sacrifice basis.

Further information on salary packaging is in the Salary Packaging policy.

PART C - ALLOWANCES, REIMBURSEMENTS AND PAYMENTS

General

- 93) Information on the recognition (for particular purposes) of allowances provided for in this Agreement is at Attachment C. This Attachment also outlines how these allowances will be adjusted over the life of this Agreement.

Further information on allowances is in the Allowances policy.

Higher duties allowance

- 94) Where a role needs to be filled for a continuous period of more than five working days, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
- 95) For the purpose of clause 94, 'continuous' means periods of higher duties unbroken by working days at substantive level; or a broken pattern of higher duties consisting of more than five working days as approved by the Secretary.
- 96) Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the Secretary.
- 97) Where an employee is found to be eligible for salary advancement at their acting classification level, they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting, regardless of elapsed time.
- 98) Where an employee is assigned only part of the higher duties, the Secretary will determine the amount of allowance payable.
- 99) Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job sharing arrangement where the duration of the arrangement is for a continuous period of more than five working days.
- 100) The Secretary may shorten the qualifying period for higher duties allowance on a case-by-case basis.

Payment of higher duties during public holidays and/or leave

- 101) An employee on higher duties allowance who is granted paid leave or who observes a public holiday will continue to receive higher duties allowance payment, having regard to the provisions of this section, during the employee's absence. Higher duties allowance will not be paid beyond the date on which the employee would have ceased the period of acting had the employee not been absent. Where the period of leave is paid at less than full-pay, payment of higher duties allowance will be made on a pro rata basis.

Further information on higher duties allowance is in the Temporary Reassignment of Duties (Higher Duties and Temporary Transfer) policy.

Remote locality conditions

- 102) An employee recruited locally to a designated remote locality after 7 April 1998 does not have automatic access to the remote locality provisions as determined by the Secretary in the Remote Locality policy. These employees and employees recruited from outside those localities after 7 April 1998 may have access to remote locality conditions as negotiated with the Secretary. Remote locality conditions may include provision of District Allowance, additional annual leave and/or fares assistance.
- 103) Employees working in those localities may request a review by the Secretary, seeking a new or amended remote locality package.

Further information on remote locality conditions is in the Remote Locality policy.

Vaccinations

- 104) The department will offer annual influenza vaccinations on reasonable paid time and at no cost to all employees.
- 105) Where the department requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered on reasonable paid time and at no expense to the employee.

Travel allowance

- 106) The Secretary may adjust Travel Allowance (TA) annually up to the maximum non-acquittable amount required for taxation purposes.
- 107) The department will meet reasonable costs, as determined by the Secretary, for employees on official overnight travel including accommodation, meals and any incidental expenses.
- 108) Where this period exceeds three continuous weeks, the Secretary will determine a package of assistance to meet any additional costs incurred as a result of the employee being temporarily relocated.
- 109) The Secretary will, subject to the presentation of receipts, authorise an additional payment in circumstances where an employee has incurred reasonable costs, as determined by the Secretary, in excess of the allowance.

Part-day travel

- 110) An employee who is required to be absent from the employee's usual place of work on official business for a period of not less than 10 hours, but is not absent overnight, will be paid an allowance of \$51 for each absence.

Illness while travelling

- 111) Where an employee falls ill or is injured while travelling on official business and subsequently takes leave, the Secretary will approve payment of return journey costs to the employee.

Recognition of travel time

- 112) Where an employee classified as an APS1-6 (and their equivalents) is required to undertake official travel, the time spent travelling within the bandwidth, excluding the usual time taken for the employee to travel to and from the employee's usual place of work, will be recorded as work hours.
- 113) Travel outside the bandwidth undertaken by an APS1-6 (and their equivalents) will be claimed as travel time in lieu at single time rates.

Motor vehicle allowance

- 114) Motor vehicle allowance (MVA) is payable where the Secretary approves an employee to use a private or personally hired vehicle for official purposes.
- 115) Where an employee seeks, and is approved to use, a private vehicle instead of the most efficient means of travel as determined by the Secretary, the amount of MVA paid to the employee will not exceed the cost of the most efficient means of travel.
- 116) MVA is paid at a set rate of 85 cents per kilometre travelled. The rate of MVA payable will be adjusted in line with the set rate specified by the Australian Tax Office in the 'cents per kilometre' method for claiming car expenses.

Relocation assistance

Access for existing employees

- 117) Where an existing employee is required to relocate at the request of the department (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
- 118) Where an employee is required to relocate on engagement with the department, the employee will be provided with financial relocation assistance.
- 119) 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;
 - d) the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award;
 - e) costs associated with the sale and purchase of the employee's normal place of residence;
 - f) costs incurred in avoiding serious disruption to the final two years of the employee's child's secondary education (Years 11 and 12); and
 - g) temporary accommodation in the new location.
- 120) Additional relocation assistance may be considered by Secretary discretion.

Requested move

121) Permanent or temporary relocation at the request of the employee will only attract relocation assistance at the discretion of the Secretary.

Community language allowance

122) A community language allowance will be paid where the Secretary determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the employee meets the required level of competency set by the Secretary.

123) The allowance is paid in accordance with the employee's level of competency:

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

124) The allowance is calculated annually and paid fortnightly.

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

126) The allowance is payable during periods of paid leave.

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

Further information on community language allowance is in the Allowances policy.

Restriction allowance

- 128) Where the Secretary requires an employee to be contactable and available to work for a specified period outside the bandwidth of hours, the employee will be paid a restriction allowance as follows.
- a) An employee restricted for a period of seven calendar days will receive an allowance of \$334 per week.
 - b) An employee restricted for a period of less than seven calendar days will receive a proportional rate based on the number of hours restricted outside the bandwidth.
 - c) An employee restricted on a weekend roster arrangement will receive an allowance of \$58 for each day of the weekend they are restricted. Proportional rates will not apply for rostered weekend restriction periods.
 - d) An employee restricted for any period that includes a public holiday will receive payment of \$58 in addition to salary for each public holiday the employee is restricted.
 - e) An employee restricted on the three working days of annual closedown between Christmas Day and New Year's Day will receive payment of \$58, in addition to salary, for each day of annual closedown the employee is restricted.
 - f) An employee is 'contactable and available to work' for the purposes of restriction allowance if they can be contacted at all times while restricted and maintain a level of readiness to perform overtime without unreasonable delay if required.

Ineligible employees

- 129) Executive Level employees (and their equivalents) and casual employees are generally ineligible to receive restriction allowance payments. The Secretary may approve restriction allowance payments for these employees.

Non-payment

- 130) Payment of restriction allowance will not be made to an employee who does not remain contactable or at the required degree of readiness to perform overtime.

Overtime for restricted employees

- 131) A restricted employee who is required to perform overtime may be required to work at the employee's usual place of work or at another designated place, including the employee's home.
- 132) Where an employee is restricted under the provisions of clause 128 and is required to perform overtime, but is not required to be recalled to the employee's usual place of work, overtime payment will be a one-hour minimum payment.
- 133) Where an employee restricted under the provisions of clause 128 is recalled to duty at the usual place of work, overtime payment will be a three-hour minimum payment. Overtime provisions are outlined at Part D of this Agreement.

Departmental Liaison Officer (DLO) allowance

134) An employee who performs the duties of Departmental Liaison Officer and attends for duty at the office of the Minister, will be paid an annual DLO allowance on a fortnightly basis as follows:

Rate from commencement of this Agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$20,826 per annum	\$21,617 per annum	\$22,352 per annum

135) Where an employee temporarily performs DLO duties, the allowance will be paid pro rata for the day(s) worked.

136) DLO allowance is paid in lieu of flextime, EL TOIL, overtime, overtime meal break allowance and restriction allowance, unless otherwise provided for in clauses 136 a) and 136 b) below:

- a) Where the Secretary requires a DLO to be contactable and available to work during annual closedown, the DLO will be paid restriction allowance consistent with clause 128.
- b) Where the Secretary requires a DLO to perform work during annual closedown, on a public holiday and/or a Sunday, they can access flextime, overtime, overtime meal break allowance, and/or EL TOIL consistent with the conditions outlined at Part D of this Agreement.

Overtime meal break allowance

137) Where an employee is directed to work overtime for a continuous period of at least one hour outside the bandwidth which extends over a meal period, they will be paid a meal allowance of \$31 where a meal break is taken during a meal period. For the purposes of this clause, a meal period is:

Monday to Friday:	6.30 am-7.00 am 7.00 pm-7.30 pm Midnight-1 am
Saturday, Sunday and Public Holidays:	6.30 am-7.00 am 12.30 pm-1.30 pm 7.00 pm-7.30 pm Midnight-1am

138) Where overtime is worked for long periods and does not coincide with designated meal periods, the Secretary has the discretion to authorise payment of a meal allowance.

Loss of, or damage to, clothing or personal effects

139) Where an employee incurs loss of, or damage to, clothing or personal effects, and the loss or damage can be reasonably associated with the employee's performance of the employee's duties, the Secretary may authorise reimbursement of costs for repairs or replacement of the personal effects.

Further information is in the Loss of, or Damage to, Clothing or Personal Effects policy.

Workplace responsibility allowance

- 140) A workplace responsibility allowance will be paid where an employee who is appointed by the department or elected by eligible peers to one of the following roles:
- a) First Aid Officer;
 - b) Health and Safety Representative;
 - c) Emergency Warden;
 - d) Harassment Contact Officer; and
 - e) Mental Health First Aid Officer.

141) An employee is not to receive more than one workplace responsibility allowance unless approved by the Secretary due to operational requirements.

142) A fortnightly workplace responsibility allowance will be paid to an employee appointed by the Secretary to be a Health and Safety Representative, Emergency Warden, Harassment Contact officer, or Mental Health First Aid Officer. The minimum rates will be:

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

143) A fortnightly workplace responsibility allowance will be paid to an employee holding the minimum accreditation standard of the Senior First Aid Certificate (Level 2 or equivalent) and has continuing expertise commensurate with that training, who is appointed by the Secretary to be a First Aid Officer. The minimum rates will be:

Rate from commencement of this Agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$32.86 per fortnight	\$34.11 per fortnight	\$35.27 per fortnight

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

145) An employee's physical availability to undertake the role will be considered by the department when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental First Aid Officers and Health and Safety Representatives depending on work group arrangements.

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

Eyesight testing

- 147) Employees may request access to subsidised eyesight testing at two-yearly intervals, unless the employee provides medical evidence indicating that further testing is necessary.
- 148) The Secretary will reimburse (where not otherwise reimbursed under Medicare or private health insurance arrangements) up to a maximum of \$193 for prescription eyewear at two-yearly intervals.

PART D – HOURS OF WORK AND FLEXIBILITY

Hours of work

- 149) All employees have a mutual responsibility for managing their working hours and patterns, including leave planning, flextime arrangements, breaks, and minimising additional hours where possible. The provisions below are designed to be sufficiently flexible for employees to meet business requirements and balance their personal needs.
- 150) Working patterns agreed between employees and their managers will reflect the reasonable expectation that employees can disconnect from the workplace and are not expected to respond to work-related matters outside of their usual pattern of hours, unless in exceptional circumstances.
- 151) An employee and their manager will work together to manage hours of work and breaks to ensure that an employee is not working excessive hours without the opportunity to take time off either as flextime (for APS1-6 and their equivalents) or in the case of Executive Level employees (and their equivalents), as Executive Level TOIL.
- 152) All employees have access to flexible working hours. For APS1-6 (and their equivalents), these flexible working hours will be accessed through the flextime scheme.
- 153) For the purposes of calculating pay, attendance and flextime, ordinary hours of work for full-time employees is 150 hours over the four week settlement period commencing on a payday Thursday. This equates to an average of 7 hours 30 minutes per day.

Further information is in the Hours of Work and Flexibility policy.

- 154) The Standard Day is used for the purposes of determining a full-time employee's hourly rate of pay, overtime entitlements, the accrual and deduction of leave and calculation of hours over the flextime period.
- 155) The Standard Day for full-time employees is 7 hours 30 minutes worked from 8.30am to 12.30pm and 1.30pm to 5.00pm, Monday to Friday.
- 156) The Secretary may determine that an employee's attendance pattern will be a Standard Day for a specified period where:
- a) essential operational requirements and the availability of work require that hours worked are temporarily varied, including reversion to a Standard Day; or
 - b) an employee's attendance is unsatisfactory or that the employee is misusing flextime.

Hours of work of part-time employees

- 157) For part-time employees, ordinary hours are those agreed in the employee's part-time work agreement within the provisions of clauses 248 and 251.

Working patterns

158) The pattern of hours by which an employee meets their ordinary hours of duty will be determined in consultation with the employee, and with regard to the operational needs of the department. An employee will not normally be required to:

- a) work more than 10 hours ordinary time on any day; or
- b) commence work on any day without having at least eight hours minimum break from the previous day's work, without specific approval from their manager.

159) Where this does occur, the overtime and time in lieu provisions at clauses 193 to 204 and/or meal allowance provisions at clauses 137 and 138 may apply.

160) Regardless of the bandwidth, all employees are required to take an unpaid break of at least 30 minutes for every five hours of continuous work.

Insufficient work and flextime

161) Working extended hours is subject to work availability and manager approval. Over a four-week settlement period, a manager may require an employee not to work hours in excess of their ordinary hours where there is insufficient available productive work to warrant working the extended hours.

Bandwidth

162) The bandwidth of hours in which an employee will work their ordinary hours is 7.00am to 7.00pm, Monday to Friday.

Work outside bandwidth

163) Where an employee requests to work their ordinary hours outside the bandwidth, e.g. on Saturday or Sunday, the employee may do so, subject to operational requirements, with the agreement of their manager. Any hours worked on this basis will be considered ordinary hours and will not attract overtime. Variation of the bandwidth hours can be on a regular, temporary or intermittent basis.

After hours use of taxis

164) A manager may approve the use of taxis by an employee for after-hours work, as part of their overall WHS responsibility.

Recording attendance

165) All employees are required to record their working hours.

Further information is in the Hours of Work and Flexibility policy.

Flextime scheme

APS1-6 (and their equivalents)

166) APS1-6 employees (and their equivalents) accumulate flextime for duty performed in excess of their ordinary hours of work (over the settlement period), that does not attract overtime.

- 167) Subject to the agreement of their manager, an employee may:
- a) vary their pattern of attendance from time to time in order to meet personal needs; or
 - b) take flextime as a part or whole day absence.

Excess flex credits

- 168) Where an employee's flex credit exceeds 20 hours at the end of a settlement period, the employee and the Secretary will put a plan in place to reduce the flex credits.

Cash out of flex credits

- 169) At the end of a settlement period, the Secretary may approve an employee's flex credits exceeding 30 hours to be cashed out at ordinary time rates where, due to operational requirements, the Secretary cannot envisage an opportunity for the employee to use those credits in the next settlement period.

- 170) At the request of the employee, flex credits exceeding 37 hours 30 minutes can be cashed out.

Flex debit balance

- 171) Employees may carry over a maximum of 10 hours flex debit accumulated in any settlement period into the next settlement period. If the maximum debit is exceeded at the end of a settlement period and is not reduced to the maximum allowable (or lower) over the next settlement period, the amount by which the maximum is exceeded shall be treated as leave without pay not to count as service (unless the employee elects to use annual leave credits), and an appropriate deduction made from the employee's salary in accordance with the Accountable Authority Instructions.

Flex balances at cessation

- 172) Prior to cessation of employment, the employee's manager should provide opportunities to enable the employee to balance any flex credits or debits. Employees should also take all reasonable steps to balance their flex debit or credit. Where flex credits are outstanding at the cessation of employment with the department, the flex credit will be paid to the employee at ordinary time rates. Where flex debits are outstanding at the cessation, these will be recovered as part of the termination payment, in accordance with the Accountable Authority Instructions and the FW Act.

Additional hours

- 173) In accordance with the FW Act, an employee may refuse to work additional hours (extra hours or directed overtime) where such additional hours are unreasonable. Such refusal will not prejudice the employee's employment. For the purposes of this clause, additional hours are those in excess of:
- a) 37 hours 30 minutes per week for a full-time employee; or
 - b) the agreed ordinary hours of work per week for a part-time employee.

Executive Level TOIL

- 174) Executive Level (EL) employees (and their equivalents) are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
- 175) EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the department.
- 176) 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.
- 177) The working arrangements for an EL employee should be agreed through discussion between the manager and the EL employee and documented. 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.
- 178) An EL employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL employee and their manager.
- 179) The pattern of hours is to be flexible enough to accommodate short term peaks and troughs in workload, and include excepted reasonable additional hours. The agreed pattern of hours is to be recorded.
- 180) Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.
- 181) Regardless of the agreed pattern of hours, Executive Level employees are required to break for at least 30 minutes after five hours of continuous work.

Time off for official travel

- 182) Executive Level employees will receive Executive Level time off on an hour-for-hour basis for time spent on official domestic travel outside of the employee's agreed working day, excluding the usual time taken for the employee to travel to and from their usual place of work (unless otherwise determined by the employee's manager). Existing local travel arrangements for international travel will continue to apply.
- 183) To minimise any negative impact on an Executive Level employee's personal commitments, wherever possible the department encourages employees to travel within the bandwidth.

Emergency responses (including National Incident Centre arrangements)

- 184) In responding to an emergency, the Secretary will consider the additional resources and staffing arrangements required to enable an appropriate departmental response. This may include employees working outside the bandwidth, extended operating hours, and establishing shift work and rostering arrangements.

- 185) An emergency response includes, but is not limited to, the National Incident Centre being placed on alert or activated by the Secretary.
- 186) The Secretary may approve enhanced arrangements during an emergency response, including, but not limited to:
- a) flextime;
 - b) overtime/time in lieu;
 - c) overtime meal break allowance;
 - d) restriction allowance; and/or
 - e) Executive Level TOIL.
- 187) Where shiftwork and rostering arrangements are established, the Secretary will determine the appropriate penalty rates, loadings and leave accrual arrangements to apply.
- 188) In determining the appropriate enhancement to conditions, the Secretary will consider factors including the employee's classification, the amount of additional hours worked, when additional hours are worked, and the regularity or duration of the requirement to work additional hours.
- 189) For the purposes of clause 188, consideration of an employee's classification does not prevent enhancements to conditions that they would otherwise be ineligible for under this Agreement.
- 190) In determining the emergency response, the Secretary will consider the challenges that may be placed on employees and will ensure measures are available to support employees and their health and safety.
- 191) After each emergency response, the department will provide a summary report to the NSPF on the conditions enhancements that were established for employees.

National Incident Centre (NIC)

- 192) The Secretary will specify mandatory breaks for periods of extended duty by employees working in the NIC during an incident response. Mandated rest periods shall be provided as full days. NIC duties in excess of five continuous days of increased hours shall attract no less than two consecutive days, free of all duty, immediately following the Incident.

Overtime

APS1-6 employees (and their equivalents)

- 193) APS1-6 level employees (and their equivalents) are eligible for an overtime payment where they are required by the Secretary to:
- a) perform work outside the bandwidth (inclusive of weekends and public holidays);
or
 - b) work in excess of 9 hours 30 minutes on any one day (Monday to Friday inclusive), whichever occurs first.

Part-time APS1-6 employees (and their equivalents)

194) In addition to clause 193, part-time APS1-6 level employees (and their equivalents) are eligible for overtime for work performed at the direction of the Secretary, which is:

- a) not continuous with the employee's agreed or specified hours of work; and/or
- b) beyond the total ordinary hours of work over the settlement period specified in the employee's part-time work agreement.

195) Subject to clause 194, a part-time employee will be eligible for overtime for work performed in excess of the agreed hours of duty over the settlement period, unless they elect to receive those additional hours as Time in Lieu under clause 198.

Executive Level (and their equivalents)

196) Executive Level employees (and their equivalents) are not generally entitled to payment for overtime. However, the Secretary may approve overtime for Executive Level employees in accordance with the EL TOIL provisions at clauses 174 to 183.

Travel not to count as overtime

197) Time spent travelling to or from work is not treated as overtime.

Overtime time in lieu (TIL)

198) If an employee chooses, the Secretary may allow the employee to take TIL as a form of recompense for overtime as an alternative to overtime payment.

Overtime rates

199) Where overtime is worked, the rate of payment (or TIL, if the employee elects) is calculated at the following rates:

- a) Monday to Saturday: single time and a half;
- b) Sunday: double-time; and
- c) Public holidays: double-time and a half (subject to clause 200).

Public holidays and annual closedown

200) An employee who is directed to work overtime on a public holiday or annual closedown which falls on a weekday, will be paid overtime at double-time and a half for duty outside of a Standard Day (for full-time employees) or the agreed pattern of hours (for part-time employees). This rate also applies to Easter Saturday if it is not declared or prescribed as a public holiday. For duty within a Standard Day (or agreed pattern of hours for part-time employees), overtime will be paid at single time and a half as employees are already being paid for the public holiday and annual closedown.

Non-continuous duty

201) Where a period of overtime is not continuous with ordinary duty, the minimum overtime payment is four hours at the relevant rate. Where the period of overtime is greater than four hours, payment will be made for the actual period worked at the relevant rate.

Continuous duty

202) Overtime is considered to be continuous with ordinary duty when an employee does not have a break, other than a meal break, between the periods of ordinary duty and overtime.

Multiple attendance

203) Where more than one attendance is required, the minimum overtime payment provision will not operate to increase an employee's overtime payment beyond that which they would have received had they remained on duty from the commencing time of duty on one attendance, to the ceasing time of duty on a subsequent attendance.

Rest relief

204) Where the Secretary directs an employee to commence ordinary duty without having had at least eight consecutive hours off duty (plus reasonable travel time) after working overtime, the employee will be paid double ordinary time rates for the time worked until they have had eight consecutive hours off duty (plus reasonable travel time). Rest relief is not applicable where an employee is required to work overtime that is continuous with ordinary duty.

Further information on overtime and TIL is in the Hours of Work and Flexibility policy.

Family care assistance

205) Where an employee is required by the Secretary to be away from home outside the employee's Standard Day, and the employee incurs reasonable additional costs for family care arrangements, the employee will be reimbursed those reasonable additional costs. These family care arrangements include those for dependant children, elderly or family members with a disability.

Further information is in the Family Care Assistance policy.

Public holidays

206) 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.

- 207) 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.
- 208) The Secretary and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- 209) The Secretary and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
- 210) 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.
- 211) Where a public holiday falls during a period when an employee is absent on leave (other than annual, paid personal/carers 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 at half pay, payment is at half pay).
- 212) If under a law of a State or Territory, a 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 206.
- 213) 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.
- 214) Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the Secretary may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of the planned day off.

Annual closedown and early stand down

- 215) The department will be closed for normal business and employees will not be required to perform normal duty on the working days between Christmas Day and New Year's Day (annual closedown). Eligible employees will be paid for annual closedown. Pay eligibility for annual closedown will be treated in the same manner as public holidays in determining the appropriate rate of salary payment to apply on those days.

- 216) Where an employee is absent on leave, payment for the annual closedown will be in accordance with the entitlement for that form of leave (e.g. if on long service leave at half pay, payment is at half pay).
- 217) There will be no deduction from annual, personal/carers leave, or defence service sick leave credits for the annual closedown days.
- 218) The department will be closed for normal business and employees will not be required to perform duty from 3.00pm on the working day prior to Christmas Day and the working day prior to Good Friday. Eligible employees will be paid for their ordinary hours. Payment eligibility will be treated in the same manner as a normal working day.

Flexible working arrangements

- 219) The department, 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 the department, 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 supporting requests.
- 220) The department is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the department at all levels. This may include developing and implementing strategies through the NSPF.
- 221) 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

- 222) The following provisions do not diminish an employee's entitlement under the NES.
- 223) An employee may make a request for a formal flexible working arrangement.
- 224) The request must:
- a) be in writing;
 - b) set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - c) set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.

- 225) The Secretary must provide a written response to a request within 21 days of receiving the request.
- 226) The response must:
- a) state that the Secretary approves the request and provide the relevant detail in clause 227; or
 - b) if following discussion between the department and the employee, the department and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
 - c) state that the Secretary refuses the request and include the following matters:
 - i. details of the reasons for the refusal; and
 - ii. set out the department'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 department 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 this 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.
- 227) Where the Secretary approves the request, this will form an arrangement between the department and the employee. Each arrangement must be in writing and set out:
- a) any security and work health and safety requirements;
 - b) a review date (subject to clause 231); and
 - c) the cost of establishment (if any).
- 228) The Secretary may refuse to approve the request only if:
- a) the department has discussed the request with the employee; and
 - b) the department has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
 - c) the department and the employee have not reached such an agreement; and
 - d) the department has had regard to the consequences of the refusal for the employee; and
 - e) the refusal is on reasonable business grounds.

- 229) Reasonable business grounds include, but are not limited to:
- a) the new working arrangements requested would be too costly for the department;
 - 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.
- 230) For First Nations employees, the department must consider connection to country and cultural obligations in responding to requests for altering the location of work.
- 231) Approved flexible working arrangements will be reviewed by the department and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

Varying, pausing or terminating flexible working arrangements

- 232) An employee may request to vary an approved flexible working arrangement in accordance with clause 224. An employee may request to pause or terminate an approved flexible working arrangement.
- 233) The Secretary may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 235.
- 234) The department must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
- 235) Prior to the Secretary varying, pausing or terminating the arrangement under clause 233, the department must have:
- a) discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
 - b) genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
 - c) had regard to the consequences of the variation, pause or termination for the employee;
 - d) ensured the variation, pause or termination is on reasonable business grounds; and

- e) informed the employee in writing of the variation, pause or termination of the approved flexible working arrangement, including details set out in clause 226 c).

Working from home

- 236) The department will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
- 237) The Secretary may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement. This may include extra equipment to help facilitate working from home where it is part of a reasonable adjustment and/or a medically recommended return to work plan.
- 238) An employee working from home is covered by the same employment conditions as an employee working at an office site under this Agreement.
- 239) The department will provide employees with guidance on working from home safely.
- 240) Employees will not be required by the department to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the department will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad-hoc arrangements

- 241) 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.
- 242) Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 243) Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 222 to 231.
- 244) The department should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.
- 245) Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the department should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

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

Part-time work

247) The Secretary will make every reasonable effort to accommodate requests for an employee's proposed part-time work hours when returning from maternity, adoption, fostering or parental leave.

Hours of work for part-time

248) Payment and conditions for part-time employees will be calculated on a pro rata basis, apart from expense related allowances, where a part-time employee will receive the same amount as a full-time employee.

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

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

Variation in hours for part-time

251) A part-time employee may not vary their hours for a period of one week or less. Changes in hours for these periods should be accommodated using flextime or alternative arrangements as agreed with their manager. Details of the operation of the flextime provisions for part-time employees are provided at clauses 166 to 172.

Further information on part-time work is in the Hours of Work and Flexibility policy.

Workloads

252) The department recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.

253) When determining workloads for an employee or group of employees, the department will consider the need for employees to strike a balance between their work and personal life.

254) Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the department and employee/s together must review the employees' workloads and priorities, and determine appropriate strategies to manage the impact on the employee or group of employees.

Further information on workload review is in the Workload Review policy.

Individual flexibility arrangements

- 255) The Secretary and an employee covered by this Agreement may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of the Agreement if:
- a) the agreement deals with one or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. remuneration;
 - vi. leave and leave loading; and
 - b) the arrangement meets the genuine needs of the department and employee in relation to one or more of the matters mentioned in clause 255 a); and
 - c) the arrangement is genuinely agreed to by the Secretary and employee.
- 256) The Secretary must ensure that the terms of the IFA:
- a) are about permitted matters under section 172 of the FW Act;
 - b) are not unlawful terms under section 194 of the FW Act; and
 - c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 257) The Secretary must ensure that the IFA:
- a) is in writing;
 - b) includes the name of the department and employee;
 - c) is signed by the Secretary and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d) includes details of:
 - i. the terms of the Agreement that will be varied by the arrangement;
 - ii. how the arrangement will vary the effect of the terms;
 - 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. states the day on which the arrangement commences.
- 258) The Secretary must give the employee a copy of the IFA within 14 days after it is agreed to.
- 259) The Secretary or employee may terminate the IFA:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - b) if the Secretary and employee agree in writing – at any time.
- 260) The Secretary and employee are to review the IFA at least every 12 months.

PART E – LEAVE

General conditions

261) All accrued leave entitlements will be expressed and deducted in hours and minutes, unless otherwise required by legislation.

Re-crediting of leave

262) 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:

- i. personal/carers leave;
 - ii. compassionate or bereavement leave;
 - iii. jury duty;
 - iv. emergency services leave;
 - v. leave to attend to family and domestic violence circumstances; or
 - vi. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;
- the affected period of leave will be re-credited.

263) When an employee is on personal/carers 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.

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

Public holidays during leave

265) Payment for public holidays which fall during a period of leave will be paid in accordance with the NES and the FW Act.

Recall to duty

266) Where an employee is recalled from approved leave or that approved leave is cancelled, the Secretary will approve reasonable reimbursement toward travel expenses which have been incurred, incidental expenses or family care costs not otherwise recoverable under insurance or from another source, provided that the employee took reasonable precautions, as determined by the Secretary, to avoid such expenses. Evidence of costs may be required.

Donating blood and plasma

267) 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.

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

School holiday family care subsidy

269) Where an employee with school children has leave refused, has approved leave cancelled or is required to return from leave early because of departmental business requirements during school holidays, the Secretary will reimburse up to \$25.78 per child per day of the amount paid by the employee for each school child attending approved or registered care.

270) In the circumstances described above, where the employee can demonstrate that they would otherwise have taken personal responsibility for caring for other family members during school holidays, the Secretary may reimburse some, or all, of the amount paid by the employee for that family care.

271) The reimbursement will be net of any government subsidy available to the employee.

Further information on family care assistance and the school holiday family care subsidy is in the Family Care Assistance policy.

Portability of leave

272) Where an employee moves into the department from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carers leave will be transferred, provided there is no break in continuity of service.

273) Where an employee is engaged in the department immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carers leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.

274) Where an employee is engaged as an ongoing employee in the department, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the department or another APS agency), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carers leave will be recognised.

275) Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the department or another APS agency), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carers leave will be recognised.

- 276) Where an employee is engaged as an ongoing employee in the department, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Service which is covered at clause 273), the Secretary will recognise any unused accrued personal/carers leave at the employee's request. The Secretary will advise the employee of their ability to make this request.
- 277) Where an employee is engaged as an ongoing employee in the department, and immediately prior to the engagement the person was employed by a State or Territory Government, the Secretary may recognise any unused accrued personal/carers leave, provided there is not a break in continuity of service.
- 278) For the purposes of clauses 272 to 277, an employee with a break in service of less than two months is considered to have continuity of service.

Annual leave

Entitlement

- 279) Full-time employees (other than casual employees) are entitled to and will accrue 4 weeks (20 days / 150 hours) of annual leave for each year of service. Part-time employees will accrue annual leave on a pro rata basis for ordinary hours worked. Annual leave will accrue daily and will be credited in arrears on the first day of each month.
- 280) Employees working in a remote locality may have additional annual leave. Further information is in the Remote Locality policy.

Effect of leave without pay

- 281) Where 'leave without pay not to count as service' has been granted, annual leave will be adjusted as follows:
- a) where aggregated absences total more than 30 calendar days, the total period of leave without pay is deducted from the number of calendar days to count as service; and
 - b) where leave without pay covers an entire calendar year, no annual leave credit accrues for that year.

Direction to take annual leave

- 282) The Secretary may direct an employee who has more than the equivalent of two years of annual leave credit (40 days or 300 hours for a full-time employee) to take annual leave. The employee must take annual leave if directed to do so. The employee may be directed to be on leave (and to be absent from the workplace) for 10 consecutive working days.

Deferring leave

- 283) An employee may apply to the Secretary to defer taking the leave defined in clause 282 for up to one year from an agreed date.

- 284) An employee with an annual leave credit that is greater than the equivalent of two years' credit on:
- a) commencing duty in the department; or
 - b) returning to work following a long-term absence due to illness or injury; or
 - c) resuming duty following a graduated return to work;
- will have a period of 12 months to take sufficient leave to reduce the employee's credit down to the equivalent of two years' credit or less.

Annual leave at half-pay

- 285) Employees may take annual leave at half-pay. However, unless approved by the Secretary, it may not be taken at half pay where the employee is directed to take annual leave due to an excessive leave balance under clause 282.
- 286) The minimum absence of leave on half-pay is two working days, with further absences in multiples of two days. Where annual leave is taken at half-pay, credits will be deducted from the employee's annual leave balance on the basis that two days of annual leave at half-pay is equivalent to one day of annual leave at full-pay.

Payment of annual leave on cessation of employment

- 287) Any unused accrued annual leave will be paid out to the employee when the employee's APS employment ceases. Payment will be calculated using the employee's final rate of salary, including allowances that would have been paid during a period of annual leave.
- 288) For employees who have had a remote locality package approved that includes payment of district allowance, the district allowance will be included in the calculation only for the component of the annual leave credit that accrued in the remote locality.

Voluntary cash out of annual leave

- 289) The Secretary may approve an application by an employee to cash out a portion of the employee's accrued annual leave credits. To be eligible to cash out annual leave, employees must:
- a) have taken at least 15 days (or an equivalent pro rata amount for part-time employees) in the 12 months preceding the request to cash out annual leave; and
 - b) have a remaining balance of at least four weeks (or an equivalent pro rata amount for part-time employees) annual leave credit if the application is approved.
- 290) The employee will be paid the full amount that would have been paid had the employee taken the entitlement as leave.
- 291) Each cashing out of a particular amount of annual leave must be by a separate agreement in writing with the Secretary.
- 292) The maximum amount of annual leave that may be cashed out in a 12-month period by an employee is 10 days (or an equivalent pro rata amount for part-time employees).

Personal/carers leave

Transitional arrangements

- 293) Ongoing employees who, immediately prior to the commencement of this Agreement, were covered by the Department of Health Enterprise Agreement 2019-2022, will continue to accrue 18 days (135 hours) of personal/carers leave, or the part-time equivalent, on completion of each 12 month period of service.
- 294) Employees covered by clause 293 will transition to the personal/carers leave accrual and crediting provisions specified in clause 296 by 1 January 2026.
- 295) Where an employee:
- a) has, 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 a result of the transition to daily accrual of personal/carers leave, does not have sufficient credit to cover an absence for which they would otherwise be able to take personal/carers leave, the Secretary will advance the employee's accrual up to the 12 month anniversary when their leave would otherwise be credited.

Accrual and credits – ongoing employees

- 296) Subject to clause 293, on commencement with the APS, an ongoing employee will be credited with 18 days (135 hours) of personal/carers leave, or the part-time equivalent. After 12 months, a further 18 days (135 hours), or the part-time equivalent, will accrue daily and be credited monthly in arrears on the first day of each month thereafter, without limit.

Accrual and credits – non-ongoing employees

- 297) For a non-ongoing employee, the personal/carers leave will be credited upon the employee's commencement with the department. This will be 18 days (135 hours) leave, or the part-time equivalent, pro-rated based on the employee's initial contract period, and is capped at 18 days (135 hours), or the part-time equivalent. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carers leave, leave will accrue daily and be credited monthly.
- 298) A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access two days unpaid carer's leave per occasion, consistent with the NES, subject to notifying the employee's manager and providing satisfactory evidence.

Effect of leave without pay

- 299) Where 'leave without pay not to count as service' has been granted, personal/carers leave will be adjusted as follows:
- a) where aggregated absences total more than 30 calendar days, the total period of leave without pay is deducted from the number of calendar days to count as service; and
 - b) where leave without pay covers an entire calendar year, no personal/carers leave credit accrues for that year.

Advice to manager

- 300) An employee, where practicable, must advise their manager of their absence or intention to be absent as soon as possible. Where the employee's manager is not contactable, the employee must advise another employee in the employee's work team.

Use of personal/carers leave

- 301) Personal/carers leave gives employees access to paid leave, subject to available credits, when they are absent due to:
- a) personal illness or injury;
 - b) attending appointments with a registered health practitioner;
 - c) managing a chronic condition;
 - d) providing care or support for a family member (including household member) or a person they have caring responsibilities for, because:
 - i. of a personal illness or injury affecting the other person; or
 - ii. of an unexpected emergency affecting the other person;
 - e) for compelling personal reasons of an unexpected, urgent and unpredictable nature; and/or
 - f) to attend preventative health consultations for the employee and/or those in the employee's care.
- 302) Employees are also able to utilise personal/carers leave where they have caring responsibilities for a family member who:
- a) has a medical condition, including when they are in hospital;
 - b) has a mental illness;
 - c) has a disability;
 - d) is frail or aged; and/or
 - e) is a child, not limited to a child of the employee.

Satisfactory evidence requirements

- 303) For periods of personal/carers leave, employees should provide evidence to their manager that would satisfy a reasonable person that the leave was taken for a reason set out in clauses 301 and 302. Where an employee is requested to provide evidence for personal/carers leave, acceptable forms of evidence include:
- a) a certificate from a registered health practitioner;
 - b) a statutory declaration; and
 - c) another form of evidence approved by the Secretary.

- 304) A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.
- 305) An employee may be requested to provide satisfactory evidence to support applications for personal/carers leave for more than three consecutive days.
- 306) If an employee takes 10 days of personal/carers leave without satisfactory evidence in a calendar year, the employee may be requested to provide satisfactory evidence for any further applications for personal/carers leave of any duration for the balance of the period of 12 months, unless otherwise determined by the Secretary.
- 307) Where a manager has requested, satisfactory evidence must be provided within 24 hours of the employee's return to work or another period that is reasonable in the circumstances.

Conversion to half-pay

- 308) The Secretary may approve the conversion of personal/carers leave to half-pay for an employee for a specified absence of not less than two days. Where personal/carers leave is taken at half-pay, credits will be deducted from the employee's personal/carers leave balance on the basis that two days of personal/carers leave at half-pay is equivalent to one day of personal/carers leave at full-pay. Converting personal/carers leave to half-pay does not increase the 10 days of personal/carers leave without satisfactory evidence requirements that may be required in clauses 303 to 307.

Unpaid personal/carers leave

- 309) Where paid personal/carers leave credits are exhausted, an employee can access unpaid personal/carers leave or choose to access other forms of paid leave in lieu of unpaid personal/carers leave. Unpaid personal/carers leave to a total of 26 weeks in a 12 month period will count as service for all purposes. Any further periods of unpaid personal/carers leave will not count as service, unless otherwise required by legislation.

Engagement after invalidity retirement

- 310) If an employee's APS employment is terminated on the grounds of invalidity, and the employee is subsequently re-engaged as a result of action taken under the relevant superannuation legislation, the employee is entitled to be credited with personal/carers leave equal to the balance of the employee's personal/carers leave at the time of termination.

Cessation of employment

- 311) Unused personal/carers leave will not be paid out on cessation of employment.

Further information on personal/carers leave is in the Personal/Carers Leave policy.

Miscellaneous leave

- 312) Miscellaneous leave may be granted by the Secretary, having regard to the operational needs of the department, including for purposes that the Secretary considers to be in the interests of the department.
- 313) Leave may be granted:
- a) for the period requested or for another period;
 - b) with or without pay; and
 - c) subject to conditions.
- 314) Where exceptional circumstances affect an employee, the Secretary will consider granting paid leave. These circumstances may include, but are not limited to, emergency situations such as bushfires, floods, cyclones and earthquakes. The Secretary may also provide leave to an employee for:
- a) Aboriginal and/or Torres Strait Islander employees' ceremonial and cultural activities;
 - b) family and domestic violence support;
 - c) participation in a major international sporting event;
 - d) attendance at Fair Work Commission proceedings arising from industrial disputation; and
 - e) attendance at industrial and/or legal proceedings when summonsed as a witness.

Not to count as service

- 315) Miscellaneous leave without pay will not count as service for any purpose, except as required by legislation, with the following exceptions:
- a) leave for personal and development training in the interests of the department; and
 - b) leave for non-APS employment in the interests of the department.

For a) and b) to count as service, an employee must return to work in the APS at the completion of the miscellaneous leave without pay period.

- 316) Service for the purposes of long service leave is provided for by the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 317) Leave accrued while on miscellaneous leave without pay to count as service will be reduced by any relevant leave entitlements received in non-APS employment.

Further information is in the Miscellaneous Leave policy. Consistent with clause 499, the department will consult with employees, through the NSPF, about proposed changes to this policy before a final decision is made.

Leave to attend proceedings (witness leave)

- 318) 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.

- 319) An employee who is not covered under clause 318, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the department.
- 320) An employee may otherwise be granted paid or unpaid miscellaneous leave by the Secretary if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. The Secretary may determine whether the period of unpaid leave is to count as service. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.
- 321) The Secretary may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

Disaster support

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

Emergency response leave

- 325) 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 rest and recovery time.
- 326) Employees are also eligible for paid emergency response leave where the absence is due to:
- a) regular training;
 - b) reasonable rest time immediately following the activity; and
 - c) attendance at ceremonial duties.

- 327) Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The Secretary may provide additional emergency response leave with pay. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 328) Paid leave may be refused where the employee's role is essential to the department's response to the emergency.
- 329) 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.
- 330) The Secretary may approve additional reasonable paid or unpaid leave for ceremonial duties and training.
- 331) Emergency response leave, with or without pay, will count as service.

Further information is in the Community Service Leave policy.

NAIDOC leave

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

First Nations ceremonial leave

- 334) First Nations employees may access up to six days of paid leave over two years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
- 335) The Secretary may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- 336) First Nations ceremonial leave can be taken as part days.
- 337) First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

- 338) The Secretary may grant up to three days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employee's particular faith or culture.
- 339) Aboriginal and Torres Strait Islander employees may access up to three months of unpaid leave each year to fulfil cultural obligations. This leave will count as service for all purposes. The Secretary may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.

340) Cultural leave can be taken as part days.

341) For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clauses 334 to 337.

Unauthorised absences

342) Periods of unauthorised absence do not count as service for any purpose. Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement (e.g. flextime) will cease to be available until the employee resumes duty or is granted leave. Where flextime no longer applies, the employee will revert to the Standard Day.

Defence service sick leave

343) 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.

344) An eligible employee can get two types of credits:

- a) an initial credit of nine weeks (45 days) defence service sick leave (pro rata for part-time employees) will apply as at the following dates, whichever is later:
 - i. they start employment with the APS; or
 - ii. DVA certifies the condition; and
- b) an annual credit of three weeks (15 days) defence service sick leave (pro rata for part-time employees).

345) 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.

346) Unused annual credits can be built up to nine weeks.

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

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

Compassionate leave

349) Employees will be eligible for three days of paid compassionate leave on each occasion when:

- a) a member of their family, 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.

350) An employee may be asked to provide evidence to support their absences on compassionate leave.

351) Compassionate leave for an occasion may be taken as three consecutive days or in separate periods totalling three days. This can include part days.

352) For casual employees, compassionate leave is unpaid.

Further information is in the Compassionate and Bereavement Leave policy.

Bereavement leave

353) Employees will be eligible for three days paid bereavement leave on each occasion when:

- a) a member of their family, household or someone they had a close personal relationship with (including a person who was clearly dependent on the employee for care, support and attention) dies; or
- b) a child is stillborn, where the child was a member of their family or household.

354) An employee may be asked to provide evidence to support their absences on bereavement leave.

355) Bereavement leave for an occasion may be taken as three consecutive days or in separate periods totalling three days. This can include part days.

356) Any further periods of leave for this purpose may be granted by the Secretary as miscellaneous leave with pay on a case-by-case basis.

357) For casual employees, bereavement leave is unpaid.

Further information is in the Compassionate and Bereavement Leave policy.

Purchased leave

358) To assist employees in balancing work and life responsibilities, the department provides a scheme where additional leave may be purchased. Purchasing additional leave is not intended to be used to establish a different work pattern such as a regular reduction in weekly hours.

359) Where a manager agrees that an employee may participate in the purchased leave scheme, the employee may purchase from one to eight weeks of purchased leave every 12 months.

360) Purchased leave will count as service for all purposes. The employee's salary for superannuation purposes continues to be their salary as if they had not purchased leave, noting that no superannuation will be payable while the employee is taking purchased leave.

Further information is in the Annual Leave, Long Service Leave, Purchased Leave and Extended Purchased Leave policy.

Extended purchased leave

- 361) When an employee has accrued a period of three years of continuous employment with the department, they may apply for access to extended purchased leave. A period of up to 12 months absence on extended purchased leave will be available following a further two years of continuous employment with the department (during which time the employee will accrue the leave).
- 362) Extended purchased leave will not count as service for any purpose.

Further information is in the Annual Leave, Long Service Leave, Purchased Leave and Extended Purchased Leave policy.

Defence reservist leave

- 363) The Secretary 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.
- 364) An employee who is a Defence Reservist can take leave with pay for:
- a) up to four weeks (20 days) in each financial year (pro rata for part-time employees); and
 - b) an extra two weeks (10 days) in the first year of ADF Reserve service (pro rata for part-time employees).
- 365) Leave can be built up and taken over two consecutive years. This includes the extra two weeks in the first year of service.
- 366) An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to three 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.
- 367) In addition to the entitlement at clause 364, 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.
- 368) Paid defence reservist leave counts for service.
- 369) Unpaid defence reservist leave for six months or less counts as service for all purposes. This includes periods of CFTS.
- 370) Unpaid leave taken over six months counts as service, except for annual leave.
- 371) An employee will not need to pay their tax free ADF Reserve salary to the department for any reason.

Jury duty

- 372) 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.
- 373) 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 or Territory legislation. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 374) The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- 375) If the employee receives a payment from the Court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the department for the period of absence. This will be administered in accordance with the overpayments provisions at clauses 42 to 49 of this Agreement.

Further information is in the Community Service Leave policy.

Long service leave

- 376) An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 377) The minimum period for which long service leave will be granted is seven 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 the re-crediting of leave provisions at clauses 262 to 264 of this Agreement.

Parental leave

- 378) A primary caregiver, secondary caregiver and ML Act is defined in the definitions section at Attachment A of this Agreement.
- 379) 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.
- 380) 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.

381) 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

382) An employee is entitled to parental leave with pay as per clauses 384 and 385 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.

383) Employees newly engaged or who have moved to the department from another APS agency are eligible for the paid parental leave in clauses 384 and 385 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 384 and 385, the balance is available to the employee.

384) 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

385) 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

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
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

- 386) 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.
- 387) Rate of payment during paid parental leave is the same as for an absence on personal/carers leave and based on the employee’s weekly hours at the time of the absence.
- 388) 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.
- 389) An employee is unable to access personal/carers leave while on paid parental leave.

Adoption and long-term foster care

- 390) 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 years of age as at the day (or expected day) of placement;
 - b) has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
 - c) is not (otherwise than because of the adoption) a child of the employee or the employee’s spouse or de factor partner.
- 391) Paid Adoption and long-term foster care leave may commence up to two weeks prior to assuming responsibility for the child.
- 392) 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.
- 393) The adoption and long-term fostering provisions also apply to a child who is subject to a permanent care order made by an Australian Court or under Australian legislation.

Stillbirth

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

Pregnancy loss leave

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

396) Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this Agreement.

Premature birth leave

397) 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

398) 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 397 until after the legislated paid maternity leave is used.

Return to work after parental leave

399) On ending parental, maternity, adoption or foster leave, an employee is entitled to recommence the employee's previous duties in accordance with the relevant provisions of the FW Act.

Pre-adoption leave

400) Employees in the process of adopting or fostering of a child may take up to two days of paid leave to attend any interviews or examinations required to obtain adoption or foster care approval.

Family care rooms

401) The department will provide access to family care facilities as a resource for employees to carry out aspects of their normal duties while caring for dependants, as an alternative to taking leave.

Lactation and breastfeeding support

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

- 403) The department will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 404. In considering whether a space is appropriate, the department should consider whether:
- a) there is access for refrigeration;
 - b) the space is lockable;
 - c) there are facilities needed for expressing, such as appropriate seating.
- 404) Where it is not practicable for a departmental site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
- 405) The department will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- 406) 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.

Further information is in the Lactation Breaks, Family Care Rooms and Breastfeeding Facilities policy.

Family and domestic violence support

- 407) The department will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
- 408) The department recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
- 409) Family and domestic violence support provisions, including paid leave, are available to all employees (including casuals) covered by this Agreement.
- 410) An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- a) illness or injury affecting the employee resulting from family and domestic violence;
 - b) providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
 - c) providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
 - d) making arrangements for the employee's safety, or the safety of a close relative;
 - e) accessing alternative accommodation;
 - f) accessing police services;
 - g) attending Court hearings;

- h) attending counselling;
 - i) attending appointments with medical, financial or legal professionals;
 - j) arranging alternative childcare or schooling for children as a consequence of family and domestic violence; and
 - k) attending to urgent issues arising through property damage that is a consequence of family and domestic violence.
- 411) 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.
- 412) 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.
- 413) These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
- 414) 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.
- 415) 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.
- 416) Evidence may be requested to support the department in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the department will require, unless the employee chooses to provide another form of evidence.
- 417) 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.
- 418) The department will take all reasonable measures to treat information relating to family and domestic violence confidentially. The department will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the department may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- 419) Where the department needs to disclose confidential information for purposes identified in clause 418, where it is possible the department will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
- 420) The department will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.

- 421) 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.
- 422) The department will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
- 423) Where an employee experiencing family and domestic violence does not feel comfortable discussing their absence with their manager, they may contact Human Resources who can authorise the absence. A person acting on behalf of an employee may also contact the employee's manager or Human Resources to advise them of an absence under these clauses.

Further information about leave and other support available to employees affected by family and domestic violence is in the Family and Domestic Violence policy.

PART F – REDEPLOYMENT, REDUCTION & REDUNDANCY (RRR)

Excess employees

Definition

424) An employee is 'excess' when:

- a) they are included in a group of employees in the department, comprising a greater number than is necessary for the efficient and economical working of the department;
- b) due to technological or other changes in the work methods of the department, or structural or other changes in the nature, extent or organisation of the functions of the department, the services of the employee cannot be effectively used; or
- c) the duties usually performed by the employee are to be performed at a different locality and the employee is not willing to perform those duties at the new locality, and the Secretary has determined that the provisions of this clause may apply to that employee.

Eligible employee

425) The provisions of this Part do not apply to non-ongoing employees, employees who are on probation or employees who are still within the minimum employment period as defined in the FW Act.

Secretary's powers

426) The powers of the Secretary with regard to excess employees allow the Secretary to:

- a) reassign duties to an employee within the department and determine the place or places at which the duties are performed;
- b) consider options for redeployment of the employee to another APS agency;
- c) reduce the classification level of an employee on the grounds that the employee is excess to the requirements of the department at the higher classification level;
- d) terminate the employment of an ongoing employee on the grounds that the employee is excess to the requirements of the department.

Timely advice

427) When the Secretary is aware that an employee is likely to become excess, the Secretary will advise the employee at the earliest practicable time.

428) The Secretary will hold discussions with the potentially excess employee to consider:

- a) redeployment opportunities for the employee concerned; and
- b) whether voluntary redundancy might be appropriate.

Referral to employee – initial discussions

429) Where an employee is identified as potentially excess, the Secretary will hold an initial discussion with the employee and/or the employee's representative.

430) During this initial discussion period of one month, unless the employee agrees to a lesser period, the Secretary will not:

- a) invite the employee to accept an offer of voluntary redundancy; or
- b) advise that employee in writing that they are excess.

431) The Secretary may, prior to the conclusion of these discussions, invite employees who are not potentially excess to express an interest in voluntary redundancy, where those redundancies would permit the redeployment of employees who are potentially excess and who have indicated they are not interested in a voluntary redundancy.

Voluntary redundancy – consideration period

432) Where the Secretary invites an excess employee to elect to accept voluntary redundancy, the employee will have one month to accept or reject the invitation. The Secretary will not give notice of termination under section 29 of the PS Act on the grounds that the employee is excess to requirements, before the end of that period or until such election is received (where the election is received before the end of that period).

Information to employee

433) At the time of inviting the employee to make an election (or before), the Secretary will provide the employee the following information:

- a) the amounts of severance pay, payment in lieu of notice, and likely payment in lieu of leave credits;
- b) the amount of accumulated superannuation contributions;
- c) the options open to the employee concerning superannuation; and
- d) the taxation rules applying to the various payments.

Financial assistance

434) Employees considering voluntary redundancy also have access to financial assistance up to a total maximum of \$521 (inclusive of GST) for financial counselling, and a further \$521 (inclusive of GST) for career counselling where such career counselling is not otherwise provided through the department's external Employee Assistance Program.

Period of notice

435) Where an employee accepts an offer of voluntary redundancy and the Secretary approves the employee's termination under section 29 of the PS Act, the Secretary will give the employee a period of notice of four weeks, or five weeks for an employee over 45 years of age with at least two years of continuous service.

Payment in lieu of notice

436) Where an employee's employment is terminated either before or within the notice period, they will receive payment in lieu of notice for the unexpired portion of the notice period.

Severance benefit

437) Where an employee accepts an offer of voluntary redundancy and the Secretary terminates the employee's employment under section 29 of the PS Act, the employee is entitled to be paid a severance benefit of a sum equal to two weeks' salary for each completed year of service, plus a pro rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the FW Act and NES.

- 438) The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.
- 439) The severance benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during the employee's period of service and the employee has less than 24 years of full-time service, subject to any minimum amount the employee is entitled to under the NES.

Earlier periods of service

- 440) For earlier periods of service to count, there must be no breaks between the periods of service, except where:
- a) the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
 - b) the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the then section 49 (as repealed in 1966) of the repealed *Public Service Act 1922*.

Service to count for severance benefits purposes

- 441) Having regard to clause 440, and subject to clauses 437 to 439 and clause 444, service for severance benefit purposes means:
- a) service in the department;
 - b) government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - c) service with the Commonwealth (other than service with a Joint Commonwealth/ State body or a 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 then section 49 (as repealed in 1966) of the repealed *Public Service Act 1922*, if the service has not previously been recognised for redundancy pay purposes; and
 - f) service in another organisation where an employee was transferred from the APS to that organisation with a transfer of function, or an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS, and such service is recognised for long service leave purposes.

Service not to count for severance benefits purposes

- 442) Having regard to clause 441, any period of service which ceased:
- a) through termination on the following grounds, or on a ground equivalent to any of the following grounds:
 - i. the employee lacks, or has lost, an essential qualification for performing the employee's duties; or
 - ii. non-performance, or unsatisfactory performance, of duties; or
 - iii. inability to perform duties because of physical or mental incapacity; or
 - iv. failure to satisfactorily complete an entry level training course; or
 - v. failure to meet a condition imposed under subsection 22(6) of the PS Act, or
 - vi. a breach of the Code of Conduct; or

- b) on a ground equivalent to a ground listed in subclause a) above under the repealed *Public Service Act 1922*; or
 - c) through voluntary redundancy at or above the minimum retiring age applicable to the employee; or
 - d) with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit;
- will not count as service for severance benefit purposes.

443) Absences from work which do not count as service for any purpose will not count as service for severance benefit purposes.

Part-time service

444) The severance benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during the employee's period of service and the employee has less than 24 years of full-time service.

Severance benefit – rate of payment

445) For the purpose of calculating any payment under this clause, salary will include:

- a) the employee's salary, or;
- b) the salary of the higher position, where the employee has performed duties at the higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination; and
- c) other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

Retention periods

446) Where an excess employee has not elected for voluntary redundancy, unless they agree otherwise, the excess employee will not be terminated by the Secretary under section 29 of the PS Act until the following retention periods have elapsed:

- a) 56 weeks where an employee has 20 or more years of service or is over 45 years of age; or
- b) 30 weeks for other employees.

447) If an employee is entitled to a redundancy payment under the NES, the retention period at clauses 446 a) and b) above, is reduced by a period equivalent to the employee's entitlement under the NES.

Retention period commencement

448) The retention period will commence on the earlier of the following:

- a) the day the employee is advised in writing by the Secretary that the employee is an excess employee; or
- b) one month after the day on which the Secretary invites the employee to accept an offer of voluntary redundancy.

Redeployment attempts

449) During a retention period, the Secretary will continue to provide appropriate training and take all reasonable steps to find alternative employment for the excess employee, including consideration of options such as redeployment and reduction of classification.

Extension of retention period due to illness

450) The retention period as provided for in this Agreement will be extended by periods of leave for personal illness or injury, where supported by satisfactory medical evidence.

Travel expenses incurred

451) The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment, where these expenses are not met by a prospective employer.

Retirement during retention period

452) Where the Secretary believes there is insufficient productive work available for an excess employee during the retention period, the Secretary may terminate the employee's employment under section 29 of the PS Act, and pay a lump sum comprising:

- a) the balance of the retention period (as shortened for the NES) under clauses 446 and 447 and this payment will be taken to include the payment in lieu of notice of termination of employment; plus
- b) the employee's NES entitlement to redundancy pay.

Must receive offer of voluntary redundancy

453) An excess employee will not have their employment terminated involuntarily where the employee:

- a) has not been offered voluntary redundancy; or
- b) has elected voluntary redundancy but the Secretary has refused to approve it.

Payment in lieu of notice period

454) An excess employee will be given four weeks' payment in lieu of notice (or five weeks' notice for an employee over 45 years of age with at least two years of continuous service) where the Secretary has made the decision that the employee will be involuntarily terminated under section 29 of the PS Act. Where an employee's employment is terminated either before or within the notice period, the employee will receive payment in lieu of notice for the unexpired period of the notice period.

Reduction in classification

455) During a retention period, the Secretary:

- a) will continue to take reasonable steps to find alternative employment for the excess employee; and/or
- b) may, with four weeks' notice, reduce the excess employee's classification as a means of securing alternative ongoing employment for the excess employee.

Income maintenance as a result of reduction in classification

456) Where an excess employee is reduced in classification before the end of the appropriate retention period, the employee will continue to be paid at the employee's previous classification level for the balance of the retention period with the exception of reductions in line with section 15 of the PS Act.

PART G – PERFORMANCE AND DEVELOPMENT

Performance management

- 457) All employees are required to participate in the department's PDS. An employee and their manager will work together to establish an annual Performance and Development Agreement (PDA) outlining specific key performance requirements, related performance indicators and required workplace behaviours.
- 458) The PDS cycle is 1 July to 30 June of each year and provides the basis for an employee's salary advancement through salary ranges for the employee's current classification.
- 459) The PDS has two formal assessment points at:
- a) mid-cycle in February; and
 - b) end of the cycle in July.
- 460) The principles of the PDS include:
- a) employees and managers have a shared responsibility to constructively participate in, and contribute to, development of the PDA and assessment process;
 - b) all stages of the PDS process should be discussed and agreed by the employee and their manager; and
 - c) there should be no surprises for employees in regard to a manager's performance expectations or appraisal of their performance, with feedback regarding an employee's performance part of ongoing activities, including the opportunity for informal upwards feedback.

Four-week improvement period

- 461) An employee will be provided a minimum of four weeks, prior to the PDS end of cycle assessment, to improve the employee's performance where it is below effective performance.

Further information on the PDS is in the Performance Development Scheme policy.

Managing underperformance

Performance standards

- 462) Employees are expected, as a minimum, to maintain an effective performance standard under the PDS.

Application of the Managing Underperformance policy

- 463) The policy does not apply to an employee during a period of probation, or a non-ongoing employee.

Principles

- 464) In addressing underperformance, the department's underperformance process is designed to:
- a) ensure employees and managers have a shared responsibility to constructively participate in, and contribute to, improvements in performance;
 - b) be timely and effective;
 - c) restore performance of the employee to an effective performance standard;
 - d) have regard to the individual circumstances of the employee, including any health issues;
 - e) have regard to natural justice and procedural fairness;
 - f) include learning and development as the focus for improving performance (this includes both parties being open to receiving feedback and acting on feedback in a timely manner);
 - g) have active performance management as an integral part of the workplace culture; and
 - h) require performance measures and standards to be clearly defined.
- 465) The principles of procedural fairness must be considered at all stages of the performance management cycle. This means:
- a) an employee not performing at the effective performance standard must be advised of the performance issues at the earliest opportunity;
 - b) an employee must be given a reasonable opportunity to respond to any identified performance concerns;
 - c) an employee must be given reasonable opportunity to improve their performance;
 - d) any responses made by the employee must be considered by the Secretary; and
 - e) the manager, assessor where appointed, and Secretary must act fairly and without bias.
- 466) Managers and employees should initially seek to address performance concerns through informal strategies before moving to manage performance through formal processes.

Support person

- 467) An employee may elect to have a support person with them in discussions with their manager to support them during unsatisfactory performance conversations.

Further information is in the Managing Underperformance policy.

Learning and Development

- 468) The department is committed to fostering a culture of continuous learning and development by providing a framework for all employees and managers that:
- a) develops and supports professional and technical expertise;
 - b) supports a range of learning and development mechanisms, including virtual training to support employees working flexibly or from all work locations including all State and Territory offices;
 - c) recognises the role of relevant external studies and provides support for approved tertiary studies through the department's Studybank scheme; and

- d) develops the skills and capabilities of managers to support their teams and deliver business outcomes.
- 469) Employees and managers should use this framework in their PDS discussions to set development goals. The PDA is an agreed plan between the employee and manager for developing the capability of the employee to ensure that they have the appropriate skills to achieve their performance goals and future career development.
- 470) Employees and managers should identify learning and development opportunities through regular conversations to review progress against the PDA. Learning and development opportunities agreed by the manager as being relevant to the employee's role will be supported as paid work time. Employees and managers should also consider business requirements. The employee and manager have a mutual responsibility to consider how they will balance work, development opportunities, and other commitments.

Continuing professional development

Professional appointments with mandatory qualifications and/or a registration requirement

- 471) Where the department requires an employee to hold mandatory qualifications and/or a specific professional registration, or where this is otherwise required under State/Territory or Commonwealth law, the employee will be provided with:
- a) access to relevant training on work time; and/or
 - b) on application, the reasonable costs of:
 - i. registration; and
 - ii. continuing professional development (CPD).
- 472) Paid directly to the supplier or via reimbursement to the employee, these may include:
- a) professional fees (for example, registration assessments, yearly registrations, and memberships) and subscriptions; and/or
 - b) CPD resources and activities (for example, certificate fees, payment for relevant reference material, and fees for courses, seminars and conferences, including reasonable accommodation and travel costs).
- 473) This CPD support will be provided to employees where the Secretary:
- a) requires them to hold or be eligible for mandatory qualifications and/or a specific professional registration as a condition of their engagement and ongoing employment; or
 - b) after commencement, later assigns them work, on either a temporary or ongoing basis, because they possess a qualification and/or a specific professional registration that is required for, or is relevant for, performing that work; or
 - c) determines that a qualification and/or a specific professional registration possessed by an employee is a mandatory qualification for the purposes of being eligible to receive CPD support.

- 474) An employee cannot be made ineligible to claim reimbursement if, during the financial year, they:
- a) work part-time hours; and/or
 - b) take leave, other than periods of unpaid leave exceeding 26 continuous weeks' duration, unless the Secretary determines otherwise.

- 475) Where an employee has received payment of Commonwealth Nursing Officer allowance, that allowance must be used entirely before an application under clauses 471 to 473 is made.

Commonwealth Nursing Officers (CNOs) allowance

- 476) To assist with maintaining professional registration standards and undertaking their professional roles, CNOs will receive an allowance of \$2,429 per annum paid fortnightly. This allowance is not payable simply in recognition of an employee's nursing qualifications. Eligibility is dependent on the qualifications being essential to the duties of the employee's position. Treatment of this allowance for particular purposes is outlined at Attachment C of this Agreement.

Medical Officers (MOs) – continuing professional development

- 477) MOs will receive CPD each financial year on a reimbursement basis, to assist in attaining and maintaining work-relevant skills and knowledge, as agreed by the Secretary. Paid directly to the supplier or via reimbursement to the employee, this includes:
- a) reasonable and eligible expenses relating to their professional development;
 - b) professional memberships and subscriptions; and/or
 - c) professional development resources and activities.

- 478) Part-time MOs will also have access to MO CPD.

Professional development activities

- 479) As part of the PDS process, MOs must identify their learning and development needs in writing as agreed with their manager. Where MOs attend training or courses identified in their PDA, they will be considered to be on duty and no leave application is required.

- 480) Attendance at conferences and seminars may be granted by the Secretary where it is directly relevant to the MO's current role, and having regard to any necessary medical registration or medical college requirements and operational requirements. In these circumstances, the absence will be treated the same as for attendance at approved training or courses.

Right to medical practice through outside employment

- 481) Where approved, MOs may engage in outside medical practice to a maximum of half a day per week (averaged over a 12-month period) during normal working hours, with no adjustment to salary.

482) MOs may access up to an additional four half-days per month during normal working hours for outside medical practice, subject to operational requirements and the agreement of the Secretary. This additional time will be taken as miscellaneous leave without pay or worked as additional hours at another time.

483) Access to outside medical practice will be pro rata for part-time MOs.

Further information is in the Medical Officer policy.

Studybank

484) The department is committed to uplifting departmental capability by supporting employees to develop for their current and future roles.

485) The Studybank program supports employees to undertake formal courses of study at tertiary and higher education institutions and other vocational education courses, training providers and industry qualifications, where the study is agreed as part of an employee's PDA.

486) Studybank support may be provided in the form of financial reimbursement up to agreed levels for approved study expenses, and/or paid time work release for study purposes.

487) The Secretary may approve financial assistance up to 100% of costs. The amount of assistance provided is considered on a case-by-case basis.

488) The Secretary may approve study leave for up to 7 hours 30 minutes per week for all employees.

- a) Aboriginal and Torres Strait Islander employees, employees from a non-English speaking background and/or employees with disability may seek approval for up to an additional 7 hours 30 minutes per week.

489) Studybank financial assistance and leave is not pro-rated for part-time employees.

First Nations cultural competency training

490) The department will take reasonable steps to ensure all substantive, ongoing EL2 employees (and their equivalents) employed at the commencement of this Agreement or any new substantive, ongoing EL2 employees (and their equivalents) who commence within the first six months of this Agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of this Agreement.

491) Any new substantive, ongoing EL2 employee (and their equivalents) who commences after six months of the commencement of this Agreement will be required to complete a relevant First Nations cultural competency training course within six months of their engagement or promotion.

Retirement planning financial assistance

492) To assist with retirement planning, employees aged 54 years and over who are approaching or genuinely considering retirement, and who have not previously received this assistance from the department, may access financial assistance in the form of a one-off reimbursement payment up to a total maximum of \$567 (inclusive of GST) to obtain financial advice from a registered financial advisor.

Further information regarding support for mature age employees is in the Mature Age Employees Financial Assistance policy.

Employee Assistance Program (EAP)

493) Employees and their families will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by the department and will be accessible on paid time.

PART H – CONSULTATION AND DISPUTE RESOLUTION

Employee representation

- 494) Employees may be assisted, accompanied and represented by another person, including an employee representative, in processes relating to unsatisfactory performance, excess status, and in the dispute resolution procedures. The role of employee representatives, including union delegates and other non-union employee representatives, is to be respected and facilitated.
- 495) Employees will inform their immediate manager and/or relevant level of management prior to any discussions where they choose to be represented.

National Staff Participation Forum (NSPF)

- 496) The NSPF will operate as the peak employee consultation body within the department, and includes staff, union, and the department's diversity network representatives. The terms of reference of the NSPF will be agreed in consultation with employees.
- 497) The NSPF will ideally meet approximately every three months, and additional meetings may be held with agreement of all parties to address significant issues and/or review employment policies.
- 498) The department will consult with, and take into account the views of, the NSPF on issues relating to the implementation and operation of this Agreement, that is, issues affecting the employment conditions of employees. The department will allow a reasonable period for the NSPF to consider any such issues.
- 499) The department will consult with employees, through the NSPF, about proposed changes to workplace policies before a final decision is made.
- 500) The Secretary will provide relevant information to the employees or their representatives in a timely manner.

Consultation

Principles

- 501) 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.
- 502) The department 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 departmental policies may occur over at least two weeks, whereas a major change is likely to require a more extensive consultation process;

- d) consultation with employees and relevant union(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.

503) 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

504) Consultation is required in relation to:

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

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

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

506) This clause applies if the department:

- 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

507) 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.

- 508) The department 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

- 509) 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.
- 510) The following additional consultation requirements in clauses 511 to 517 apply to a proposal to introduce a major change referred to in clause 504 c).
- 511) Consultation with employees and the relevant union(s) and or/recognised representatives will occur prior to a decision being made, subject to clause 505.
- 512) Where practicable, a departmental 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.
- 513) The department must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
- 514) As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 505, the department must discuss with affected employees and relevant union(s) and/or other recognised representatives:
- a) the proposed change;
 - i. the effect the proposed change is likely to have on the employees; and
 - ii. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - b) for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - i. all relevant information about the proposed change, including the nature of the change proposed;
 - ii. information about the expected effects of the proposed change on the employees; and
 - iii. any other matters likely to affect the employees.

- 515) The department must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
- 516) However, the department is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
- 517) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the department, the requirements set out in clauses 511 to 515 are taken not to apply.

Change to regular roster or ordinary hours of work

- 518) The following additional consultation requirements in clauses 519 to 522 apply to a proposal to introduce a change referred to in clause 504 e).
- 519) The department must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
- 520) As soon as practicable after proposing to introduce the change, the department must discuss with employees and the relevant union(s) and/or other recognised representatives:
- a) the proposed introduction of the change; and
 - b) for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - i. all relevant information about the proposed change, including the nature of the proposed change; and
 - ii. information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - iii. information about any other matters that the department reasonably believes are likely to affect the employees; and
 - c) 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).
- 521) The department must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.
- 522) However, the department is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.

Interaction with emergency management activities

- 523) 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.

APS consultative committee

524) The Secretary will support the operation of the APS Consultative Committee to the extent possible. This includes providing information requested by the Australian Public Service Commission to support the operation of the APS Consultative Committee, subject to legislative requirements.

Delegates' rights

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

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

527) The department and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

528) The department 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.

529) The department and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.

530) 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.

531) To support the role of union delegates, the department will, subject to legislative and operational requirements, including privacy and security requirements:

- a) provide union delegates with reasonable access to departmental facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
- b) advise union delegates and other union officials of the departmental facilities and resources available for their use, which may include telephone, photocopying, internet and email;
- c) allow reasonable official union communication appropriate to the department from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email

communications does not include the department vetoing reasonable communications;

- 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.

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

Dispute resolution

533) If a dispute relates to:

- a) a matter arising under this Agreement; or
- b) the NES;

this term sets out procedures to settle the dispute.

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

535) 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.

536) 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.

537) 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 536 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

538) The Fair Work Commission may deal with the dispute in two 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 the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the FW Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.

- 539) While the parties are attempting to resolve the dispute using the procedures in this term:
- a) an employee must continue to perform their work as they would normally in accordance with established custom and practice at the department that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
 - b) subject to clause 539 a), an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable work health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.
- 540) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
- 541) Any disputes arising under the *Department of Health Enterprise Agreement 2019-2022* or the NES that were formally notified under clauses 332 to 338 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

- 542) Where the provisions of clauses 533 to 537 have been complied with, and to assist in resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 534, 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 537.

Review of termination of employment

- 543) Termination of, or a decision to terminate, employment cannot be reviewed under the review of actions framework or dispute resolution procedure outlined in this Agreement.
- 544) The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee has under:
- a) Parts 3-1 and 3-2 of the FW Act;
 - b) other Commonwealth laws; and
 - c) common law.
- 545) Nothing in this Agreement prevents the Secretary from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with the FW Act subject to compliance with the procedures established by the Secretary for determining whether an employee has breached the Code of Conduct under section 13 of the PS Act.

ATTACHMENT A – DEFINITIONS

The following definitions apply to this Agreement:

Agency Head	Means the Secretary of the Department of Health and Aged Care or the Secretary's delegate.
Agreement	Means the <i>Department of Health and Aged Care Enterprise Agreement 2024 – 2027</i> .
APS	Means the Australian Public Service.
APS agency	Means an agency whose employees are employed under the PS Act, including an agency as defined in section 7 of the PS Act whose employees are employed under that Act.
APS consultative committee	Means the committee established by the APS Commissioner to consider matters pertaining to the (APS) employment relationship and of interest to the APS as a whole.
Australian Defence Force Cadets	Means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
Bandwidth	Means the span of hours during which an employee can perform ordinary hours.
Broadband	Refers to the allocation of more than one approved classification by the Secretary to a group of duties involving work value applying to more than one classification under sub-rule 9(4) of the <i>Public Service Classification Rules 2000</i> . A broadband encompasses the full range of work value of the classifications contained within it.
Casual employee (irregular or intermittent employee)	Means an employee engaged under section 22(2) of the PS Act who: a) is a casual employee as defined by the FW Act; and b) works on an irregular or intermittent basis.
Child	Means a biological child, adopted child, foster child, stepchild, or ward.
Classification or classification level	Means the approved classifications as set out in rule 5 of the <i>Public Service Classification Rules 2000</i> .
De facto partner	Means a person who, regardless of gender, is living in a common household with the employee in a bona fide domestic, interdependent partnership, although not legally married to the employee.
Delegate	Means someone to whom a power or function has been delegated.
Department	Means a department 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.

Dependant	Means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.
Employee	Means an employee of the Commonwealth engaged under section 22(2) of the PS Act who is covered by this Agreement (whether full-time, part-time or casual, ongoing or non-ongoing).
Employee representative	Means a person (whether an employee or not) elected or chosen by an employee, or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this Agreement.
Family	Means: a) a spouse, former spouse, de facto partner or former de facto partner of the employee; b) a child, parent, grandparent, grandchild, or sibling of the employee; c) a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee; d) a member of the employee's household; e) a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs; or f) a person the Secretary is satisfied has a strong affinity with the employee.
Family and domestic violence	Has the same meaning as in section 106B(2) of the FW Act.
First Nations employees	Means First Nations employees and, for the avoidance of doubt, includes the coverage of Aboriginal and Torres Strait Islander employees where referenced, and utilised interchangeably, throughout this Agreement.
Full-time employee	Means an employee employed to work an average of 37 hours and 30 minutes per week in accordance with this Agreement.
FW Act	Means the <i>Fair Work Act 2009</i> as amended from time to time.
HDA	Means Higher Duties Allowance, the temporary payment of an allowance where an employee is temporarily assigned duties at a higher classification than their current classification.
Health Entry Level employees	Means an APS employee engaged by the department who is subject to the Health Entry Level Broadband. Salaries for these broadbands are provided at Attachment B of this Agreement.
Health/Medical Practitioner	Means a person registered or licensed as a Health/Medical Practitioner under Australian law, and registered with the Australian Health Practitioner Regulation Agency (or equivalent body relevant to their expertise).

Manager	Means an employee's direct manager who is usually the person to whom an employee reports to on a day-to-day basis for work-related matters, and may include a person referred to as a supervisor.
ML Act	Means the <i>Maternity Leave (Commonwealth Employees) Act 1973</i> as amended from time to time and any successor legislation.
Movement or Move	Means the movement of an employee to the department from another APS agency under Section 26 of the PS Act.
NES	Means the National Employment Standards at Part 2-2 of the FW Act.
Non-ongoing employee	Means an employee engaged under section 22(2)(b) of the PS Act for a specified term or for the duration of a specified task, consistent with the FW Act.
NSPF	Means the National Staff Participation Forum.
Ongoing employee	Means an employee engaged under section 22(2)(a) of the PS Act.
Ordinary hours, duty or work	Means an employee's usual hours worked in accordance with this Agreement and does not include additional hours.
Parliamentary Service	Means employment under the <i>Parliamentary Service Act 1999</i> .
Part-time employee	Means an employee employed to work less than an average of 37 hours and 30 minutes per week in accordance with this Agreement.
Partner	Means a spouse or de factor partner.
PDS	Means the department's Performance and Development Scheme. The PDS cycle is 1 July to 30 June.
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.
Promotion	Means the ongoing assignment of duties at a higher classification (excluding HDA) than the employee's current classification, as defined in the <i>Australian Public Service Commissioner's Directions 2022</i> .
PS Act	Means the <i>Public Service Act 1999</i> as amended from time to time.
Relevant employee	Means an affected employee.
Salary advancement	Means advancement through pay points within a salary range for a classification, subject to meeting any necessary requirements. These increases are salary for the purposes of determining salary for superannuation purposes.
Salary increase	Means a general increase to the base salary paid to an employee. These increases are salary for the purposes of determining salary for superannuation purposes.
School-aged	Means the age at which the child is required by the law of the State or Territory in which the child lives to attend school.

Secondary caregiver	For the purposes of the parental leave clause, means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this Agreement.
Secretary	Means the Secretary of the Department of Health and Aged Care or the person authorised by the Secretary as their delegate.
Senior Executive Service and SES equivalent employees	Means employees who are defined as Senior Executive Service or equivalent as grouped at Schedule 1 of the <i>Public Service Classification Rules 2000</i> . This includes Medical Officer Class 5 and 6 employees.
Stillborn child	Means 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.
Support person	Means a person selected by the employee to provide support during a discussion the employee has on matters concerning their employment, for example, with the employee's manager.
Usual place of work	Means a departmental office location for an employee. This does not include working from home, or another location. <i>Note:</i> the usual place of work / departmental office location for an employee is used to determine related entitlements.
Voluntary retrenchment	Means voluntary termination of an excess employee's APS employment, also known as 'voluntary retirement' or 'voluntary redundancy'.
Working from home	Means working anywhere other than current department office location / address. Working from home does not include locations / addresses where the employee is undertaking official business on behalf of the department.

ATTACHMENT B – SALARY TABLES

APS levels salary structure

Classification	As at 31 August 2023	From the later of commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Executive Level 2 (EL2)	\$158,121	\$164,446	\$170,695	\$176,499
	\$150,531	\$156,552	\$162,501	\$168,026
	\$145,668	\$151,495	\$157,252	\$162,599
	\$133,555	\$138,897	\$144,175	\$149,077
Executive Level 1 (EL1)	\$127,670	\$132,777	\$137,823	\$142,509
	\$122,617	\$127,522	\$132,368	\$136,869
	\$116,812	\$121,484	\$126,100	\$130,387
	\$111,940	\$116,418	\$120,842	\$124,951
APS6	\$102,765	\$106,876	\$110,937	\$114,709
	\$100,516	\$104,537	\$108,509	\$112,198
	\$95,511	\$99,331	\$103,106	\$106,612
	\$91,092	\$94,736	\$98,336	\$101,679
APS5	\$88,000	\$91,520	\$94,998	\$98,228
	\$83,585	\$86,928	\$90,231	\$93,299
	\$81,372	\$84,627	\$87,843	\$90,830
APS4	\$80,215	\$83,424	\$86,594	\$89,538
	\$78,006	\$81,126	\$84,209	\$87,072
	\$75,917	\$78,954	\$81,954	\$84,740
APS3	\$74,273	\$77,244	\$80,179	\$82,905
	\$70,904	\$73,740	\$76,542	\$79,144
	\$68,905	\$71,661	\$74,384	\$76,913
	\$67,008	\$69,688	\$72,336	\$74,795
APS2	\$63,275	\$65,806	\$68,307	\$70,629
	\$61,518	\$63,979	\$66,410	\$68,668
	\$59,724	\$62,113	\$64,473	\$66,665
	\$57,984	\$60,303	\$62,595	\$64,723
APS1	\$55,719	\$57,948	\$60,150	\$62,195
	\$53,126	\$55,251	\$57,351	\$59,301
	\$51,367	\$53,422	\$55,452	\$57,497
	\$50,159	\$52,165	\$54,516	

Health Entry Level Broadband

Local Title	Classification	As at 31 August 2023	From the later of commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Health Entry Level (A, C or T)	APS4	\$80,215	\$83,424	\$86,594	\$89,538
		\$78,006	\$81,126	\$84,209	\$87,072
		\$75,917	\$78,954	\$81,954	\$84,740
<i>Soft barrier</i>					
Health Entry Level (A, C or T)	APS3	\$74,273	\$77,244	\$80,179	\$82,905
		\$70,904	\$73,740	\$76,542	\$79,144
		\$68,905	\$71,661	\$74,384	\$76,913
		\$67,008	\$69,688	\$72,336	\$74,795
<i>Soft barrier</i>					
Health Entry Level (A, C or T)	APS2	\$63,275	\$65,806	\$68,307	\$70,629
		\$61,518	\$63,979	\$66,410	\$68,668
		\$59,724	\$62,113	\$64,473	\$66,665
		\$57,984	\$60,303	\$62,595	\$64,723
<i>Soft barrier</i>					
Health Entry Level (A, C or T)	APS1	\$55,719	\$57,948	\$60,150	\$62,195
		\$53,126	\$55,251	\$57,351	\$59,301
		\$51,367	\$53,422	\$55,452	\$57,497
		\$50,159	\$52,165	\$54,516	

- Apprentice = A
- Cadet = C
- Trainee = T

Health and Aged Care Graduate Broadband

Local Title	Classification	As at 31 August 2023	From the later of commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Health and Aged Care Graduate	APS5	\$88,000	\$91,520	\$94,998	\$98,228
		\$83,585	\$86,928	\$90,231	\$93,299
		\$81,372	\$84,627	\$87,843	\$90,830
<i>Soft barrier</i>					
Health and Aged Care Graduate	APS4	\$80,215	\$83,424	\$86,594	\$89,538
		\$78,006	\$81,126	\$84,209	\$87,072
		\$75,917	\$78,954	\$81,954	\$84,740

Professional 1 salary structure

Local title	Classification	As at 31 August 2023	From the later of commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Professional 1	APS5	\$88,000	\$91,520	\$94,998	\$98,228
	APS5	\$83,585	\$86,928	\$90,231	\$93,299
	APS4	\$78,007	\$81,127	\$84,210	\$87,073
	APS4 #	\$75,918	\$78,955	\$81,955	\$84,741
	APS3 ##	\$70,904	\$73,740	\$76,542	\$79,144
	APS3	\$68,905	\$71,661	\$74,384	\$76,913

salary on commencement for a 4 year degree (or higher)

salary on commencement for a 3 year degree

Medical Officer salary structure

Classification	As at 31 August 2023	From the later of commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Medical Officer Class 4	\$189,935	\$197,532	\$205,038	\$212,009
	\$179,279	\$186,450	\$193,535	\$200,115
	\$172,558	\$179,460	\$186,279	\$192,612
Medical Officer Class 3	\$165,672	\$172,299	\$178,846	\$184,927
	\$158,234	\$164,563	\$170,816	\$176,624
Medical Officer Class 2	\$149,107	\$155,071	\$160,964	\$166,437
	\$141,516	\$147,177	\$152,770	\$157,964
Medical Officer Class 1	\$129,322	\$134,495	\$139,606	\$144,353
	\$117,152	\$121,838	\$126,468	\$130,768
	\$108,853	\$113,207	\$117,509	\$121,504
	\$100,483	\$104,502	\$108,473	\$112,161

Legal salary structure

Local title	Classification	As at 31 August 2023	From the later of commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Legal 2	EL2	\$163,659	\$170,205	\$176,673	\$182,680
		\$156,554	\$162,816	\$169,003	\$174,749
		\$151,493	\$157,553	\$163,540	\$169,100
Legal 1	EL1	\$138,523	\$144,064	\$149,538	\$154,622
		\$127,523	\$132,624	\$137,664	\$142,345
		\$116,812	\$121,484	\$126,100	\$130,387
	APS6	\$100,516	\$104,537	\$108,509	\$112,198
		\$95,511	\$99,331	\$103,106	\$106,612
		\$91,092	\$94,736	\$98,336	\$101,679
	APS5	\$84,312	\$87,684	\$91,016	\$94,111
	APS4	\$79,042	\$82,204	\$85,328	\$88,229

Public Affairs Officer salary structure

Local Title	Classification	As at 31 August 2023	From the later of commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Senior Public Affairs 2	EL2	\$164,449	\$171,027	\$177,526	\$183,562
		\$158,057	\$164,379	\$170,625	\$176,426
Senior Public Affairs 1	EL2	\$150,531	\$156,552	\$162,501	\$168,026
Public Affairs 3	EL1	\$137,244	\$142,734	\$148,158	\$153,195
		\$130,588	\$135,812	\$140,973	\$145,766
		\$122,650	\$127,556	\$132,403	\$136,905
Public Affairs 2	APS6	\$102,871	\$106,986	\$111,051	\$114,827
		\$95,511	\$99,331	\$103,106	\$106,612
		\$91,092	\$94,736	\$98,336	\$101,679
Public Affairs 1	APS5	\$88,000	\$91,520	\$94,998	\$98,228
		\$83,585	\$86,928	\$90,231	\$93,299
	APS4	\$80,215	\$83,424	\$86,594	\$89,538
	APS4*	\$75,918	\$78,955	\$81,955	\$84,741

*This level is generally reserved for employees with less than two years of experience.

Research Scientist salary structure

Local Title	Classification	As at 31 August 2023	From the later of commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Senior Principal Research Scientist	EL2	\$200,816	\$208,849	\$216,785	\$224,156
		\$180,641	\$187,867	\$195,006	\$201,636
Principal Research Scientist	EL2	\$177,097	\$184,181	\$191,180	\$197,680
		\$171,609	\$178,473	\$185,255	\$191,554
		\$164,605	\$171,189	\$177,694	\$183,736
		\$160,264	\$166,675	\$173,009	\$178,891
		\$154,321	\$160,494	\$166,593	\$172,257
Senior Research Scientist	EL2	\$160,811	\$167,243	\$173,598	\$179,500
		\$150,531	\$156,552	\$162,501	\$168,026
		\$145,668	\$151,495	\$157,252	\$162,599
		\$133,555	\$138,897	\$144,175	\$149,077
Research Scientist	EL1	\$120,289	\$125,101	\$129,855	\$134,270
		\$111,940	\$116,418	\$120,842	\$124,951
	APS6	\$95,686	\$99,513	\$103,294	\$106,806
		\$90,690	\$94,318	\$97,902	\$101,231
		\$88,224	\$91,753	\$95,240	\$98,478

ATTACHMENT C – RECOGNITION OF ALLOWANCES FOR PARTICULAR PURPOSES

	Counts as salary for superannuation purposes (CSS and PSSdb only).	Counts towards salary for calculation of overtime salary	Payable during long service leave	Payable during annual leave	Reduced pro rata during period of half-pay leave (if payable during leave)	Included in income maintenance for excess employees	Included in salary for calculation of retrenchment severance payments	Included in salary for payment in lieu of notice of termination of employment	Payment in lieu of long service leave	Payment in lieu of annual leave
Commonwealth Nursing Officers Allowance ¹	✓	X	✓	✓	✓	✓	✓	✓	✓	✓
Community Language Allowance	✓	X	*	*	✓	✓	✓	✓	*	X
Departmental Liaison Officer Allowance	@	X	*	*	✓	✓	✓	✓	#	^
District Allowance	X	X	*	*	✓	✓	✓	✓	^	*
Eyesight reimbursement ²	X	X	X	X	X	X	X	X	X	X
Financial assistance for employees considering voluntary redundancy ²	X	X	X	X	X	X	X	X	X	X
Higher Duties Allowance	@	✓	*	*	✓	*	*	*	#	^
Medical Officer Continuing Professional Development	X	X	X	X	X	X	X	X	X	X
Motor Vehicle Allowance ³	X	X	X	X	X	X	X	X	X	X
Overtime meal break allowance ²	X	X	X	X	X	X	X	X	X	X
Part day Travel Allowance ²	X	X	X	X	X	X	X	X	X	X
Restriction Allowance ¹	@	X	X	X	X	*	X	*	X	X
Retirement planning	X	X	X	X	X	X	X	X	X	X

	Counts as salary for superannuation purposes (CSS and PSSdb only).	Counts towards salary for calculation of overtime salary	Payable during long service leave	Payable during annual leave	Reduced pro rata during period of half-pay leave (if payable during leave)	Included in income maintenance for excess employees	Included in salary for calculation of retrenchment severance payments	Included in salary for payment in lieu of notice of termination of employment	Payment in lieu of long service leave	Payment in lieu of annual leave
financial assistance ²										
School holiday family care subsidy ²	X	X	X	X	X	X	X	X	X	X
Workplace Responsibility Allowance	✓	X	✓	X	X	X	X	✓	✓	X

#	Yes, if in receipt of allowance for a continuous period of greater than 12 months
✓	Yes
^	Yes, if in receipt of allowance on last day of service
X	No
@	Yes, subject to a qualifying period in accordance with the Superannuation (CSS/PSS) Salary Regulations 1978, unless indicated otherwise in this Agreement
*	Yes, subject to certain conditions
¹	These allowances will be adjusted by the salary increases at clause 36 under this Agreement on 13 March 2025 and 12 March 2026.
²	On commencement of this Agreement, these allowances have been adjusted by 2% in line with the Consumer Price Index (CPI) increases that has occurred over the June and September 2023 quarters. These allowances will be adjusted on 1 November 2024, 1 November 2025 and 1 November 2026 in line with the CPI. The applicable figure will be the year-to-date percentage change in the most recently released September quarter of the CPI, All Groups, Australia, as published by the Australian Bureau of Statistics.
³	The rate of MVA payable will be adjusted in line with the set rate specified by the Australian Tax Office in the 'cents per kilometre' method for claiming car expenses.

ATTACHMENT D – SUPPORTED WAGE SYSTEM (SWS)

C.1 This schedule defines the conditions 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

C.2 In this schedule:

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.

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

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

C.3 Eligibility criteria

C.3.1 Employees covered by this schedule 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.

C.3.2 The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

C.4 Supported wage rates

C.4.1 Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

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

Assessed capacity	% of prescribed rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

C.4.2 Provided that the minimum amount payable to an employee to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.

C.4.3 Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

C.5 Assessment of capacity

C.5.1 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.

C.5.2 Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

C.6 Lodgement of SWS wage assessment agreement

C.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

C.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

C.7 Review of assessment

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

C.8 Other terms and conditions of employment

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

C.9 Workplace adjustment

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

C.10 Trial Period

C.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

C.10.2 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.

C.10.3 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.

C.10.4 Work trials should include induction or training as appropriate to the job being trialled.

C.10.5 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 C.5 on assessment of capacity.