



NDIS Quality
and Safeguards
Commission

NDIS Quality and Safeguards Commission

Enterprise Agreement 2024-2027

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PART 1 SCOPE OF THE AGREEMENT

AGREEMENT TITLE

- 1.1 This Agreement will be known as the NDIS Quality and Safeguards Commission Enterprise Agreement 2024 to 2027.

PARTIES TO THE AGREEMENT

- 1.2 This Agreement covers:
- 1.2.1. the Commissioner, for and on behalf of the Commonwealth of Australia as the employer;
 - 1.2.2. all employees in the Commission employed under the PS Act other than Senior Executive Service employees or equivalent; and
 - 1.2.3. subject to notice being given in accordance with section 183 of the FW Act, the following employee organisation which was a bargaining representative for this Agreement:
 - 1.2.3.1. Community and Public Sector Union

OPERATION OF THE AGREEMENT

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

CLOSED COMPREHENSIVE AGREEMENT

- 1.5 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.
- 1.6 This Agreement will be supported by policies and guidelines, as implemented and varied from time to time.
- 1.7 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.

DELEGATIONS

- 1.8 The Commissioner may, in writing, delegate to or authorise a person to perform any or all of the Commissioner's powers or functions under this

Agreement, including the power of delegation, and may do so subject to conditions.

NES PRECEDENCE

- 1.9 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 term of this Agreement is detrimental to an employee of the Commission in any respect when compared with the NES.

INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 1.10 The Commission and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

1.10.1. the arrangement deals with one or more of the following matters:

- 1.10.1.1. arrangements about when work is performed;
- 1.10.1.2. overtime rates;
- 1.10.1.3. penalty rates;
- 1.10.1.4. allowances;
- 1.10.1.5. remuneration;
- 1.10.1.6. leave and leave loading; and

1.10.2. the arrangement meets the genuine needs of the Commission and employee in relation to one or more of the matters mentioned in clause 1.10.1; and

1.10.3. the arrangement is genuinely agreed to by the Commission and the employee.

- 1.11 The Commission must ensure the terms of the individual flexibility arrangement:

- 1.11.1. are about permitted matters under section 172 of the FW Act;
- 1.11.2. are not unlawful terms under section 194 of the FW Act; and
- 1.11.3. result in the employee being better off overall than the employee would be if no arrangement was made.

- 1.12 The Commission must ensure that the individual flexibility arrangement:

- 1.12.1. is in writing;
- 1.12.2. includes the name of the Commission and employee;

- 1.12.3. is signed by the Commission and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- 1.12.4. includes details of:
 - 1.12.4.1. the terms of the enterprise agreement that will be varied by the arrangement;
 - 1.12.4.2. how the arrangement will vary the effect of the terms;
 - 1.12.4.3. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- 1.12.5. states the day on which the arrangement commences.
- 1.13 The Commission must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 1.14 The Commission or employee may terminate the individual flexibility arrangement:
 - 1.14.1. by giving no more than 28 days written notice to the other party to the arrangement; or
 - 1.14.2. if the Commission and employee agree in writing – at any time.
- 1.15 The Commission and employee are to review the individual flexibility arrangement at least every 12 months.

PART 2 PERFORMANCE AND CAPABILITY

PERFORMANCE MANAGEMENT FRAMEWORK

- 2.1 All employees and their managers will participate in the Commission performance management framework.
- 2.2 The Commission recognises that employees perform better and more consistently where:
 - 2.2.1 employees are comfortable with their role and work environment, and are provided with opportunities for growth;
 - 2.2.2 employees are supported to achieve their best;
 - 2.2.3 the employer makes reasonable adjustments where needed and appropriate;
 - 2.2.4 the manager provides clear direction, and has reasonable expectations for staff with consideration of their position, their strengths and capabilities;
 - 2.2.5 comprehensive training is provided in ways that suit diverse learning needs;
 - 2.2.6 regular communication and feedback between employees and managers is encouraged and both parties are comfortable contributing to the discussion, and
 - 2.2.7 managers are provided with clear guidance and training on issues related to staff management and applying Commission policy.
- 2.3 Managing performance is the shared responsibility of an employee and their manager. The Commission's performance management framework requires employees and their managers to discuss the establishment of expectations regarding performance, behaviour, and professional development. It also provides the basis for addressing performance where it falls below the standard expected.
- 2.4 The principles of performance management are:
 - 2.4.1 **Setting expectations for performance and behaviour.** A manager's expectations must be clear, measurable, and reasonable during the performance cycle. Performance expectations must be appropriate for the classification level and take into account

reasonable adjustments. There must be a reasonable basis to expect that a fully effective employee could achieve the required outcomes.

- 2.4.2 **Development.** Appropriate professional development opportunities should be identified, based on the needs of the individual employee in the context of the Commission's required outcomes.
- 2.4.3 **Ongoing monitoring and feedback.** At a minimum, one formal conversation about the employee's performance and/or behaviour should occur during the performance cycle, with an additional formal discussion at the end of the cycle. These formal discussions are to be recorded in writing. Informal discussions should take place during the cycle, including when the employee is meeting or exceeding the expected standards. Where an employee's performance and/or behaviours meet or exceeds expectations, the manager should advise the employee in order to encourage and facilitate continued high performance. Ongoing feedback should be clear enough that employees are aware of how they are performing so that there are no surprises during formal discussions.
- 2.4.4 **Managing performance.** Where performance is not at the expected standard, the manager should advise the employee at the earliest opportunity, with a view to supporting the employee to improve their performance to an appropriate standard. The employee and manager will work together through regular communication and feedback and both will have access to performance counselling and guidance during this period. This process will include the implementation of strategies to be agreed where possible to enable the employee to improve their performance. This managing performance process must include notification to the employee in writing and would be for no less than four weeks.
- 2.4.5 **Fairness.** The performance process will provide employees with an opportunity to respond to performance feedback, consistent with natural justice principles.

- 2.5 Subject to clause 2.6, the performance cycle for all employees will run from 1 August each year to 31 July in the following year.
- 2.6 The 2023/2024 performance cycle for all employees will run from 1 July 2023 to 31 July 2024.
- 2.7 An employee and their manager will develop a performance agreement within four weeks (or a longer period as agreed) of:
- 2.7.1 the commencement of a new performance cycle; and/or
 - 2.7.2 starting in a new position, either temporarily or permanently, at the same or a higher level, where duties in that position are expected to be undertaken for at least 3 months.
- 2.8 Where, despite the employee and manager working together in accordance with clause 2.4.4, performance continues to fall below the standard expected, a formal performance assessment process will commence and will be managed under the Commission's performance policy, however described, including the requirement to formally notify the employee in writing of the following:
- 2.8.1 how the employee's performance is not meeting the standard expected;
 - 2.8.2 that performance needs to improve;
 - 2.8.3 how the employee's performance will be assessed;
 - 2.8.4 the period of time over which performance will be assessed and factors under which that period may be extended due to leave or other circumstances, and
 - 2.8.5 the possible consequences if the employee has not attained and sustained the required standard by the end of the assessment period.
- 2.9 A formal performance assessment process under clause 2.8 will be over a period of no less than 4 standard work weeks.
- 2.10 During the formal performance assessment process, reasonable measures will be put in place to improve the employee's performance which could include role clarification, mentoring or learning and development.
- 2.11 An employee has the right to respond to a notice issued in accordance with clause 2.8 and have a support person, which may be a union delegate, or

workplace representative, present during any performance discussions between the employee and their manager.

- 2.12 Where an employee's performance remains unsatisfactory following a formal performance assessment period, the Commissioner may reduce the employee's classification, reassign the employee to other duties, or terminate their employment.
- 2.13 An employee will be notified, in writing, of a preliminary decision under clause 2.12, and will have a reasonable period of time, which would be at least 7 days, to respond before a final decision is made.

WORKLOADS

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

STUDY ASSISTANCE

- 2.17 The Commissioner may provide assistance of up to 5 hours study leave per week (10 hours for employees with a disability or who are First Nations employees) during semester, 3 hours travel time per week during semester and a maximum reimbursement of fees of \$6,000 per annum (where study is across more than one semester) for employees undertaking a course of study that is considered to be of benefit to the Commission and has been agreed with the manager in the performance agreement.
- 2.18 The reimbursement amount in clause 2.17 will be indexed on 13 March 2025 and 12 March 2026, having regard to the annual percentage change in the Consumer Price Index in the preceding December quarter.

SUPPORT FOR PROFESSIONALS

- 2.19 The Commissioner may approve reimbursement for the cost of annual membership fees of associations up to \$850 a year where membership of the association is essential to enable the employee to undertake their duties.
- 2.20 The Commissioner may approve reimbursement of up to \$48.00 a year per employee towards annual membership of other professional associations relevant to the work of the Commission.
- 2.21 The reimbursement amounts in clauses 2.19 and 2.20 will be indexed on 13 March 2025 and 12 March 2026, having regard to the annual percentage change in the Consumer Price Index in the preceding December quarter.

LEARNING AND DEVELOPMENT

- 2.22 Learning and development opportunities are supported across the Commission at all levels.
- 2.23 Employees will have access to appropriate learning and development opportunities as determined by the Commission, during work time, to develop the skills and knowledge needed to perform their duties, to complete mandatory training necessary to their role and address their identified and agreed development needs.
- 2.24 Employees will be provided with work time to develop their skills and knowledge in accordance with their Commission or APS career aspirations as identified in their performance agreement.

PART 3 REMUNERATION

SALARY INCREASE

- 3.1 Salary rates will be as set out in Appendix A – Base salaries to this Agreement.
- 3.2 The base salaries in Appendix A – Base salaries include the following increases:
 - 3.2.1. 4.0 per cent from the first full pay period on or after 1 March 2024 (14 March 2024);
 - 3.2.2. 3.8 per cent from the first full pay period on or after 1 March 2025 (13 March 2025); and
 - 3.2.3. 3.4 per cent from the first full pay period on or after 1 March 2026 (12 March 2026).
- 3.3 In recognition of a common alignment date of the first full pay period on or after 1 March each year, the payments in Appendix A – Base salaries were calculated based on base salary rates as at 31 August 2023.
- 3.4 Employees who, on commencement of the Agreement, are in receipt of a salary above the top pay point for their classification following the increase to the base salaries at Appendix A referred to in clause 3.2.1 will not be eligible to receive salary increases as a result of the increases to base salaries at Appendix A as set out in clause 3.2 until they transition to the salary structure at Appendix A - Base salaries in accordance with clause 3.6. These employees will remain on their base salary immediately prior to the commencement of the Agreement (pre-Agreement salary) until they transition to the salary structure at Appendix A - Base salaries in accordance with clause 3.6, and subject to satisfactory or higher performance in the previous performance assessment period, will be eligible for:
 - 3.4.1. if the employee's base salary remains above the top pay point for their classification after the increase to base salaries in clause 3.2.1, a one-off payment of 1% of their pre-Agreement salary;
 - 3.4.2. if the employee's base salary remains above the top pay point for their classification after the increase to base salaries in clause 3.2.2, a one-off payment of 1.5% of their pre-Agreement salary; and

- 3.4.3. if the employee's base salary remains above the top pay point for their classification after the increase to base salaries in clause 3.2.3, a one-off payment of 0.5% of their pre-Agreement salary.
- 3.5 The timing of the one-off payments in clause 3.4 will occur at the same time as the increase to salary rates outlined in clause 3.2. The one-off payments will not count as salary for any purpose.
- 3.6 Employees who, on commencement of the Agreement, were in receipt of a salary above the top pay point for their classification following the increase to base salaries at Appendix A referred to in clause 3.2.1 will transition to the salary structure at Appendix A – Base salaries when their salary no longer exceeds the top pay point for their classification. Where an employee transitions to the salary structure and receives a salary increase less than the value of the one-off payment available at that time as set out in clause 3.4, they will receive an amount equivalent to the relevant one-off payment in addition to that salary increase.

PAYMENT OF SALARY

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

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

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

SALARY SETTING

- 3.8 Where an employee is engaged, moves to or is promoted in the Commission, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Commissioner determines a higher salary within the relevant salary range under these salary setting clauses.

- 3.9 The Commissioner 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.
- 3.10 In determining a salary under these salary setting clauses, the Commissioner will have regard to relevant factors including the employee's experience, qualifications and skills.
- 3.11 Where an employee commences ongoing employment in the Commission immediately following a period of non-ongoing employment in the Commission for a specified term or task, the Commissioner 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 Commission.
- 3.12 Where an employee commences ongoing employment in the Commission immediately following a period of casual employment in the Commission, the Commissioner will determine the payment of salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the Commission.
- 3.13 Where an APS employee moves to the Commission at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the Commission will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
- 3.14 Where the Commissioner determines that an employee's salary has been incorrectly set, the Commissioner may determine the correct salary and the date of effect.
- 3.15 Where an employee is assigned duties to a lower classification on a temporary or ongoing basis, the Commissioner may transfer the employee to any pay point within that classification range including the top pay point in the lower classification.

OVERPAYMENTS

- 3.16 An overpayment occurs if the Commissioner 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).

- 3.17 Where the Commissioner considers that an overpayment has occurred, the Commissioner will provide the employee with notice in writing. The notice will provide details of the overpayment.
- 3.18 If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Commissioner 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.
- 3.19 If after considering the employee's response (if any), the Commissioner confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the Commission in full by the employee.
- 3.20 The Commissioner 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.
- 3.21 The Commission and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
- 3.22 Interest will not be charged on overpayments.
- 3.23 Nothing in clauses 3.16 to 3.22 prevents:
- 3.23.1. The Commission from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
 - 3.23.2. the Commission from pursuing recovery of the debt through other available legal avenues; or
 - 3.23.3. the employee or the Commission from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

SALARY ADVANCEMENT

- 3.24 An on-going or non-ongoing employee who is not on the top pay point of the salary range for the employee's substantive classification (including in a Commission Broadbanded Local Title), will be eligible to have their salary at

their substantive classification level increased by one pay point effective 1 September each year, subject to meeting the following conditions:

- 3.24.1. the employee has 6 months of aggregate eligible service at that classification level or higher in the Commission during the most recent performance cycle; and
- 3.24.2. the employee has an agreed performance agreement in place; and
- 3.24.3. the employee has been assessed as having performed at a satisfactory or higher level at the end of the most recent performance cycle.

SALARY ADVANCEMENTS – TEMPORARY ASSIGNMENT OF DUTIES TO A HIGHER CLASSIFICATION

3.25 An ongoing or non-ongoing employee who is temporarily performing duties at a higher classification level at the end of the performance cycle and who is not on the top pay point of the salary range for the employee's temporary higher classification (including in a Commission Broadbanded Local Title) will also be eligible to have their salary at the temporary higher classification increased by one pay point effective 1 September each year, subject to meeting the following conditions:

- 3.25.1. the employee has 6 months of aggregate eligible service at that temporary higher classification level in the Commission during the most recent performance cycle;
- 3.25.2. the employee has an agreed performance agreement in place; and
- 3.25.3. the employee has been assessed as having performed at a satisfactory or higher level at the end of the most recent performance cycle at the temporary higher classification level.

Eligibility

3.26 A period of "eligible service" for the purpose of clauses 3.24 and 3.25 includes:

- 3.26.1. periods of service and
- 3.26.2. any periods of paid or unpaid parental leave; and
- 3.26.3. other paid leave and unpaid leave that counts as service.

- 3.27 Notwithstanding clause 3.26, an employee will only be eligible to advance to the next pay point within their classification on one occasion during a period of unpaid parental leave, irrespective of the length of that unpaid parental leave.
- 3.28 Notwithstanding clauses 3.24.1 and 3.25.1, the Commissioner may determine that an employee with less than six months' aggregate eligible service is entitled to a higher salary in accordance with clause 3.9 of this Agreement.

HIGHER DUTIES ALLOWANCE

- 3.29 Where a role needs to be filled for 2 or more working weeks, higher duties allowance will be paid to any temporary occupants of the role acting at a classification higher than their substantive classification level.
- 3.30 Higher duties allowance will be equal to the difference between the employees' 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 Commissioner. The Commissioner may determine a higher amount of higher duties allowance, having regard to factors including:
- 3.30.1. previous periods of higher duties at or above the proposed higher duties classification;
 - 3.30.2. performance, including during previous periods of higher duties; and
 - 3.30.3. relevant experience and/or skills.
- 3.31 Where an employee is found to be eligible for salary progression at their acting classification level they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
- 3.32 Where an employee is assigned only part of the higher duties, the Commissioner will determine the amount of allowance payable.
- 3.33 Higher duties allowance will be payable while an employee is acting at a higher classification as part of a job sharing arrangement where the duration of the arrangement is at least 2 working weeks.
- 3.34 The Commissioner may shorten the qualifying period for higher duties allowance on a case-by-case basis including if the Commissioner determines there are special circumstances associated with the higher duties, including the requirement to exercise significant delegated authority.

SUPERANNUATION

- 3.35 The Commission will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 3.36 Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
- 3.37 The Commission 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 Commission's payroll system.

Method for calculating superannuation salary

- 3.38 The Commission will provide an employer contribution of 15.4 per cent of the employee's Fortnightly Contribution Salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and Ordinary Time Earnings (OTE) for employees in other accumulation funds.
- 3.39 Employer contributions will be made for all employees covered by this Agreement.
- 3.40 Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

Payment during unpaid parental leave

- 3.41 Employer contributions will be paid on periods of unpaid parental leave in accordance with the requirements of the PSSap fund where the employee is a member of the PSSap, and up to a maximum of 52 weeks where the employee is a member of an accumulation fund other than the PSSap.

SUPPORTED WAGE SYSTEM

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

SALARY PACKAGING

- 3.44 All ongoing employees, and non-ongoing employees with initial contracts of at least three months, will have access to salary packaging.
- 3.45 Where an employee takes up the option of salary packaging, the arrangements will not reduce the employee's salary for superannuation purposes or any other purpose.
- 3.46 The employee will meet the costs of any salary packaging arrangement, including any fringe benefits tax and administrative costs that the salary packaging provider may charge.

PART 4 ALLOWANCES AND REIMBURSEMENTS

WORKPLACE RESPONSIBILITY ALLOWANCE

4.1 An employee appointed by the Commissioner (or elected by eligible peers in the case of a Health and Safety Representative) to undertake any of the following roles:

- 4.1.1 First Aid Officer;
- 4.1.2 Emergency Warden;
- 4.1.3 Health and Safety Representative;
- 4.1.4 Mental Health First Aid Officer; and/or
- 4.1.5 Harassment Contact Officer

will, subject to having undertaken the relevant training and/or possessing the required certification(s), be paid a workplace responsibility allowance at the following rate:

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

- 4.2 The full rate of the allowance is payable regardless of flexible work and part-time arrangements.
- 4.3 An employee undertaking more than one workplace responsibility role simultaneously will only receive a single allowance payment in respect of all roles undertaken, unless otherwise approved by the Commissioner due to operational requirements.
- 4.4 An employee's physical availability to undertake the role will be considered by the Commissioner when appointing and reappointing an employee to a workplace responsibility role. Not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken consistent with Commission policies.
- 4.5 A casual employee who is eligible to receive a workplace responsibility allowance will be paid the full rate of the allowance for a fortnight provided

they engage in work during the pay cycle for that fortnight, irrespective of the frequency and duration of the work undertaken.

COMMUNITY LANGUAGE ALLOWANCE

- 4.6 A community language allowance will be paid where the Commissioner 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 Commissioner. Further information is included in policy.
- 4.7 The allowance is paid in accordance with the employee's level of competency:

Table 1: Community language allowance rates

Rate	Standard	Rate from commencement of the Agreement	Rate from 13 March 2025	Rate from 12 March 2026
1	An employee who has adequate language skills, as determined by an individual or body approved by the Commissioner 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 Commissioner.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

- 4.8 The allowance is calculated annually and paid fortnightly.
- 4.9 The full allowance is payable regardless of flexible work and part-time arrangements.
- 4.10 The allowance is payable during periods of paid leave.

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

MOTOR VEHICLE ALLOWANCE

- 4.12 The Commissioner may authorise an employee to use a private vehicle, owned or hired by the employee at the employee's expense, for official purposes, where the Commissioner considers that it will result in greater efficiency or involve less expense for the Commission.
- 4.13 An employee authorised by the Commissioner to use a private vehicle in accordance with clause 4.12 will receive a motor vehicle allowance based on rates set periodically by the Australian Taxation Office. This allowance does not count as salary for any purpose.

EXTRA FAMILY CARE COSTS

- 4.14 Where the Commission requires employees to be away from home outside the bandwidth (including normal travel time) or to work outside their ordinary hours, the Commissioner may approve reimbursement (net of government assistance) of the reasonable cost of additional family care arrangements on receipt of satisfactory evidence.

LOSS OR DAMAGE TO CLOTHING OR PERSONAL EFFECTS

- 4.15 The Commissioner may approve the payment of an amount up to the Comcover excess (currently \$250) to an employee per incident for loss or damage to clothing or personal effects in the following circumstances:
- 4.15.1 the loss/damage was caused by a fault or defect in Commonwealth property;
 - 4.15.2 the loss/damage resulted from an act or omission by another Commonwealth employee;
 - 4.15.3 the loss/damage occurred while protecting or trying to protect Government property;
 - 4.15.4 the loss/damage is causally connected to the employee's duties; or
 - 4.15.5 where there are other extenuating circumstances not otherwise contemplated by this clause.

ALLOWANCE RATES – ADJUSTMENT

- 4.16 The Commissioner may vary expense-related allowance rates from time to time in accordance with a relevant economic indicator where the rate of an

allowance in this Agreement ceases to be updated by a provider of a subscription service.

PART 5 HOURS OF WORK AND WORKING ARRANGEMENTS

WORK LEVEL STANDARDS

5.1 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.

BROADBANDS

5.2 Arrangements for the following broadbands are set out in Appendix A – Base salaries of this Agreement:

5.2.1 Commission Entry Level Broadband;

5.2.2 Legal Broadband; and

5.2.3 Public Affairs Officers Broadband.

JOB SECURITY

Commitment to ongoing employment and rebuilding APS capacity

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

Reporting

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

Pathways to permanency

5.5 The Commission and the APS will comply with the casual conversion provision(s) of the FW Act. In addition, the Commission 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.

NON-ONGOING EMPLOYMENT

5.6 A non-ongoing employee is defined in the definitions section.

- 5.7 Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this Agreement's terms, except:
- 5.7.1 personal/carer's leave accrual at clauses 6.26 to 6.28;
 - 5.7.2 redundancy provisions at PART 9, subject to clause 5.8;
- 5.8 If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at PART 9 will apply.
- 5.9 If the redundancy provisions apply to an employee under clause 5.8, the Commission must adhere to the consultation requirements at PART 9 and PART 10.

CASUAL (IRREGULAR OR INTERMITTENT) EMPLOYMENT

- 5.10 A casual (irregular or intermittent) employee is defined in the definitions section.
- 5.11 A decision to expand the use of casual employees is subject to the consultation obligations in PART 10 of this Agreement.
- 5.12 The Commission 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 consultative committee, where one is in place.
- 5.13 Remuneration for casual employees shall be on an hourly basis. A casual employee shall receive a 25 per cent loading on the base hourly rate of their classification as set out in this Agreement.
- 5.14 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.
- 5.15 A casual employee shall be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
- 5.16 A casual employee who is eligible for a workplace responsibility allowance will be paid the full amount.

RECORDING HOURS WORKED

- 5.17 All employees must record and retain an accurate record of their working hours.
- 5.18 Periods of leave, other than approved flex leave or time off in lieu, that are not authorised by a leave application may be treated as an unauthorised absence.
- 5.19 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.
- 5.20 The Commissioner can direct an employee to work standard hours if they fail to maintain a satisfactory pattern of attendance.

HOURS OF WORK

- 5.21 The ordinary hours for a full time employee are 7 hours and 30 minutes per day, a total of 37 hours and 30 minutes per week and 150 hours per four week settlement period.
- 5.22 Standard hours of attendance for full-time employees, other than shift workers, are 8.30am to 12.30pm and 1.30pm to 5.00pm.
- 5.23 All employees are required to take an unpaid break for at least 30 minutes after five hours of continuous work.
- 5.24 No employee can be compelled to work their ordinary hours outside the span of hours of 7:00am to 7:00pm Monday to Friday (bandwidth) unless as part of a shift work arrangement.
- 5.25 Unless there are exceptional circumstances, employees will not be required to work more than 10 hours in any one day.
- 5.26 Regular hours vary standard hours. An employee, other than a shift worker will generally perform their ordinary hours of work within the span of hours in clause 5.24.

FLEXTIME

- 5.27 Employees up to and including APS 6 and equivalent classification, who are not casual employees or shiftworkers, may work flextime.
- 5.28 The maximum flex credit which can be carried from one settlement period to another is 37 hours and 30 minutes unless otherwise agreed in writing. The

maximum flex debit which can be carried from one settlement period to another is 22.5 hours.

5.29 Prior approval and reasonable notice are required for any flex leave of a day or more, or for part days where predetermined operational requirements would be affected.

5.30 Employees may use up to five consecutive working days of flex leave.

Reversion to standard hours

5.31 The Commissioner may revert an employee to standard hours where an employee fails to appropriately use flextime provisions.

Excess Flex Credits

5.32 Where an employee has a flex balance in excess of 37 hours and 30 minutes at the end of a settlement period, the Commissioner may, in exceptional circumstances, approve the cash out of the flex credit in excess of 22.5 hours at the single hourly rate.

Excess Flex Debit

5.33 The Commissioner may direct an employee who has a negative flex debit of more than 22.5 hours at the end of a settlement period to treat the debit as approved miscellaneous leave without pay not to count as service to cancel the excess debit.

5.34 Where an employee ceasing duty with the Commission has a flex credit, the amount owing for these credits will be paid to the employee at the single hourly rate at the date of cessation. Any outstanding debits (also calculated at the single hourly rate at the date of cessation) will be recovered in accordance with clauses 3.16 to 3.23.

EXECUTIVE LEVEL EMPLOYEES – TIME OFF IN LIEU

5.35 Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.

5.36 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 Commission.

5.37 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.

- 5.38 The working arrangements for an EL employee should be agreed through discussion between the manager and the EL employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.
- 5.39 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.
- 5.40 The pattern of hours is to be flexible enough to accommodate short-term peaks and troughs in workload, and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
- 5.41 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.

EXECUTIVE LEVEL EMPLOYEES – OVERTIME AND RELATED PAYMENTS

- 5.42 Unless approved by the Commissioner in exceptional circumstances, Executive Level or equivalent employees are not eligible to receive overtime or other related payments, including emergency duty, restriction duty, and overtime meal allowance.

PART-TIME EMPLOYMENT

- 5.43 The Commissioner may engage employees on a part-time basis and/or approve arrangements for an employee to work as a part-time employee.
- 5.44 A part-time employee is defined in the definitions section.
- 5.45 A part-time employee's agreed hours of work will be set out in a part-time work agreement.
- 5.46 Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
- 5.47 Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
- 5.48 Employees returning from parental leave have a right to access part-time employment for a period of up to three years. The proposed pattern of work is subject to agreement of the Commissioner.

SHIFTWORK

- 5.49 The Commissioner may approve shift work arrangements.
- 5.50 A shift worker will be paid the following penalty rates for all ordinary hours worked by the shift worker during the following periods:

Shift	Penalty Rate
Where any part of a shift falls between 7.00pm and 7.00 am Monday to Friday	15%
Where the shifts fall wholly within 7.00pm and 7.00am Monday to Friday for at least 4 continuous weeks	30%
Where any part of a shift falls between midnight Friday and midnight Saturday	50%
Where any part of a shift falls between midnight Saturday and midnight Sunday	100%
Where any part of a shift falls on a Public Holiday	150%

- 5.51 If a casual employee works a shift with an entitlement to a penalty rate as set out in clause 5.50, the employee will also be entitled to the casual loading specified in clause 5.13 for that shift.
- 5.52 Shift penalties are payable consistent with long service legislation during periods of annual leave and not payable during other periods of leave. They may count as salary for some superannuation purposes subject to eligibility provisions in relevant superannuation legislation.
- 5.53 Where a public holiday occurs on a day when the employee who is regularly rostered to perform shiftwork on at least six days of the week, is rostered off duty, the employee is entitled to:
- 5.53.1 leave for a day instead of the public holiday; or
 - 5.53.2 an amount equal to salary for a day based on the single hourly rate on that day for the employee.
- 5.54 Where a shift worker works to a roster including weekend days, the employee will be entitled to an additional half day's annual leave for each Sunday on

rostered duty up to a maximum of an additional 5 days annual leave for each year of service.

OVERTIME

- 5.55 Overtime is only to be worked with the approval of the Commissioner. Full time employees are entitled to overtime if they are required by the Commissioner to perform work in addition to an employee's ordinary hours. Part-time employees are entitled to overtime if they are required by the Commissioner to perform work which is in addition to the employee's ordinary hours or is beyond the total hours of work over the settlement period specified for the employee in the employee's part-time agreement. Casual employees are entitled to overtime if they are required by the Commissioner to work outside the bandwidth or in excess of 37.5 hours in a week.
- 5.56 An employee may refuse to work additional hours where such additional hours are considered to be unreasonable.
- 5.57 For an employee eligible to receive overtime payments, overtime hours worked will be paid, or where agreed time off in lieu of overtime payments will accrue, at the following penalty rates:
- 5.57.1 overtime worked Monday to Saturday - time and a half for the first three hours each day and double time thereafter;
 - 5.57.2 overtime worked on Sunday - double time; and
 - 5.57.3 overtime worked on a public holiday - double time and a half, including the single time already paid for the public holiday.
- 5.58 Where the Commissioner agrees, employees who are eligible for an overtime payment for time worked (including overtime payments while on restricted duty), may elect to take time off in lieu at the applicable penalty rate.
- 5.59 Where time off in lieu of payment has been agreed, but the employee has not been granted that time off within four weeks or another agreed period due to operational requirements, the employee may elect to receive payment of the original overtime or time worked whilst on restriction duty.
- 5.60 Salary rates for the purposes of calculating overtime include any allowance in the nature of salary. The casual loading set out in clause 5.13 is not paid for overtime.

5.61 Where overtime is continuous with ordinary hours, overtime payments will be made for hours actually worked. There will be no minimum period for which overtime will be paid. Where overtime is not continuous with ordinary hours, payment will include payment for reasonable travelling time.

EMERGENCY DUTY

5.62 Where the Commissioner approves for an employee to be called for duty to meet an emergency outside ordinary hours and the employee has received no notification prior to ceasing ordinary hours of work/duty, the employee will be paid at the rate of double time for a minimum of two hours, including time necessarily spent travelling to and from duty.

REST PERIOD

5.63 Where the Commissioner approves an employee to work outside their ordinary hours, the employee will be entitled to an eight hour break plus reasonable travelling time before commencing work again, without any loss of pay. Where this is not possible due to operational requirements, the employee will be paid for subsequent periods of work at double the hourly rate for the hours worked, until the employee has taken an eight hour break.

RESTRICTION DUTY

5.64 Where the Commissioner approves for an employee to be contactable and to be available to perform extra duty outside the bandwidth, for a period(s) of no less than 12 hours per period unless a reduced period is required and is approved by the Commissioner, the employee will be paid a Restriction Allowance at a flat rate of \$46.80 per weekday and \$57.20 for Saturdays, Sundays, public holidays and days falling within closedown periods. That is, if an employee is on restriction for less than one day, they will still receive the daily rate. The allowance rates will be indexed on 13 March 2025, having regard to the annual percentage change in the Consumer Price Index in the preceding December quarter.

5.65 Where an employee in receipt of a Restriction Allowance is recalled to duty at a work location, a three hour minimum overtime payment will apply and where the employee is required to perform duty, but is not recalled to a work location, a one hour minimum overtime payment will apply.

5.66 Restriction Allowance will continue to be paid for periods of overtime worked while restricted.

5.67 Restriction Allowance is not payable to an employee while they are on leave.

OVERTIME MEAL ALLOWANCE

5.68 The Commissioner will approve the payment of overtime meal allowance to an employee who works approved overtime before or after ordinary hours or for a period not continuous with their ordinary hours where the overtime worked is up to the completion of, or beyond, a meal period specified below:

5.68.1 7.00am to 9.00am

5.68.2 noon to 2.00pm

5.68.3 6.00pm to 7.00pm

5.68.4 midnight to 1.00am.

5.69 Overtime meal allowance will be varied in accordance with rates published by the relevant subscription service. This allowance does not count as salary for any purpose.

FLEXIBLE WORKING ARRANGEMENTS

5.70 The Commission, employees and their union recognise:

5.70.1 the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;

5.70.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS;

5.70.3 access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;

5.70.4 that flexibility applies to all roles in the Commission, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and

5.70.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.

5.71 The Commission is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the

Commission at all levels. This may include developing and implementing strategies through a Commission consultative committee.

- 5.72 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

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

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

- 5.75 The request must:

5.75.1 be in writing;

5.75.2 set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and

5.75.3 set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.

- 5.76 The Commissioner must provide a written response to a request within 21 days of receiving the request.

- 5.77 The response must:

5.77.1 state that the Commissioner approves the request and provide the relevant detail in clause 5.78; or

5.77.2 if following discussion between the Commission and the employee, the Commission 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

5.77.3 state that the Commissioner refuses the request and include the following matters:

5.77.3.1 details of the reasons for the refusal; and

5.77.3.2 the Commission's particular business grounds for refusing the request, explaining how those grounds apply to the request; and

5.77.3.3 either:

- 5.77.3.3.1 set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the Commission would be willing to make; or
 - 5.77.3.3.2 state that there are no such changes; and
 - 5.77.3.4 state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of this Agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.
- 5.78 Where the Commissioner approves the request this will form an arrangement between the Commission and the employee. Each arrangement must be in writing and set out:
- 5.78.1 any security and work health and safety requirements;
 - 5.78.2 a review date (subject to clause 5.82); and
 - 5.78.3 the cost of establishment (if any).
- 5.79 The Commissioner may refuse to approve the request only if:
- 5.79.1 the Commission has discussed the request with the employee; and
 - 5.79.2 the Commission 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
 - 5.79.3 the Commission and the employee have not reached such an agreement; and
 - 5.79.4 the Commission has had regard to the consequences of the refusal for the employee; and
 - 5.79.5 the refusal is on reasonable business grounds.
- 5.80 Reasonable business grounds include, but are not limited to:
- 5.80.1 the new working arrangements requested would be too costly for the Commission;

- 5.80.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
 - 5.80.3 it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
 - 5.80.4 the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
 - 5.80.5 the new working arrangements requested would be likely to have a significant negative impact on customer service; and
 - 5.80.6 it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
- 5.81 For First Nations employees, the Commission must consider connection to country and cultural obligations in responding to requests for altering the location of work.
- 5.82 Approved flexible working arrangements will be reviewed by the Commission 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

- 5.83 An employee may request to vary an approved flexible working arrangement in accordance with clause 5.75. An employee may request to pause or terminate an approved flexible working arrangement.
- 5.84 The Commissioner may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 5.86.
- 5.85 The Commission 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.
- 5.86 Prior to the Commissioner varying, pausing or terminating the arrangement under clause 5.84, the Commission must have:

- 5.86.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
- 5.86.2 genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
- 5.86.3 had regard to the consequences of the variation, pause or termination for the employee;
- 5.86.4 ensured the variation, pause or termination is on reasonable business grounds; and
- 5.86.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 5.77.3.

Working from home

- 5.87 The Commission 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.
- 5.88 The Commission may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
- 5.89 An employee working from home is covered by the same employment conditions as an employee working at an office site under this Agreement.
- 5.90 The Commission will provide employees with guidance on working from home safely.
- 5.91 Employees will not be required by the Commission 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 Commission will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad-hoc arrangements

- 5.92 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.

- 5.93 Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 5.94 Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 5.73 to 5.82.
- 5.95 The Commission 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.
- 5.96 Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the Commission should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

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

PUBLIC HOLIDAYS

- 5.98 Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- 5.98.1 1 January (New Year's Day);
 - 5.98.2 26 January (Australia Day);
 - 5.98.3 Good Friday and the following Monday;
 - 5.98.4 25 April (ANZAC Day);
 - 5.98.5 the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - 5.98.6 25 December (Christmas Day);
 - 5.98.7 26 December (Boxing Day); and
 - 5.98.8 any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is

excluded by the *Fair Work Regulations 2009* from counting as a public holiday.

- 5.99 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.
- 5.100 The Commissioner 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.
- 5.101 The Commissioner 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.
- 5.102 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.
- 5.103 Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. If on long service leave on half pay, payment is at half pay).
- 5.104 If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 5.98.1 to 5.98.8.
- 5.105 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.
- 5.106 Where a full-time employee, including but not limited to employees on compressed hours, but not including a shift worker, has a regular planned day

off which would fall on a public holiday, the Commissioner 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.

CHRISTMAS AND EASTER CLOSEDOWNS

5.107 The Commission will close its normal operations from:

5.107.1 12:30 pm on the last working day before Christmas Day until the first working day after New Year's Day; and

5.107.2 3:00pm on Easter Thursday until Good Friday
(closedown periods).

5.108 There will be no deduction from leave credits for the closedown periods.

5.109 Employees will be provided with time off for the working days/hours covered by the closedown periods and will be paid in accordance with their ordinary hours.

5.110 Where an employee is absent on paid leave, on both sides or on one side of a closedown period, payment for the closedown period will be in accordance with the employee's ordinary hours. To avoid doubt, if an employee is on leave at half pay on both sides of a closedown period, the employee will receive payment for the closedown period at half pay.

5.111 Employees on leave without pay on either side of a closedown period will not be paid for the closedown period.

5.112 Where the Commissioner approves for an employee to attend for duty during periods between Monday and Friday during a closedown period, the employee will be eligible for payment or time off in lieu, on the same basis as for duty on a Sunday for any days that are not public holidays. "Duty on a Sunday" means that employee will be paid at the rate of double time, which is inclusive of the single time already paid for the public holiday.

PART 6 LEAVE

NOTIFICATION OF ABSENCE

- 6.1 Employees are required to notify their manager (or if unavailable, an agreed alternative person) of their intended absence as close as possible to the employee's normal commencement time. If the employee is unable to provide prior notification of their intended absence, the employee should contact the manager by phone (and not by email or text message) unless this is not practicable or their manager has previously agreed to an alternate method of notification.

PORTABILITY OF LEAVE

- 6.2 Where an employee moves into the Commission from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.
- 6.3 Where an employee is engaged in the Commission immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
- 6.4 Where an employee is engaged as an ongoing employee in the Commission, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the Commission or another agency), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
- 6.5 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 Commission or another agency) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
- 6.6 Where an employee is engaged as an ongoing employee in the Commission, and immediately prior to the engagement the person was employed by a

Commonwealth Government entity (other than in the Parliamentary Services which are covered in clause 6.3), the Commissioner will recognise any unused accrued personal/carer's leave at the employee's request. The Commissioner will advise the employee of their ability to make this request.

- 6.7 Where an employee is engaged as an ongoing employee in the Commission, and immediately prior to the engagement the person was employed by a State or Territory Government, the Commissioner may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
- 6.8 For the purposes of clauses 6.2 to 6.7, an employee with a break in service of less than 2 months is considered to have continuity of service.

UNAUTHORISED ABSENCE

- 6.9 Where an employee is absent for any period without approval, the absence will be unpaid and will not count as service for any purpose.

REIMBURSEMENT OF COSTS ON CANCELLATION OF LEAVE

- 6.10 Where an employee has leave cancelled by the Commission or is recalled to duty and will incur additional and/or unrecoverable costs as a direct result, reasonable costs as determined by the Commissioner will be reimbursed on submission of proof of expenditure. An employee will not be entitled to reimbursement if the costs incurred are otherwise recoverable.

SCHOOL HOLIDAY / FAMILY CARE REIMBURSEMENT

- 6.11 Where an employee with school children has approved leave cancelled or is required to return from leave early because of the Commission's business requirements during school holidays, the Commissioner may reimburse the amount paid by the employee for each school child attending approved or registered care for the approved period of leave.
- 6.12 Where an employee has approved leave cancelled or is required to return from leave early because of Commission business requirements and where the employee can demonstrate that she or he would otherwise have taken personal responsibility for caring for other family members, the Commissioner may reimburse some or the entire amount paid by the employee for that family care.
- 6.13 Casual employees will not normally be eligible for the reimbursement.

- 6.14 Reimbursement will apply only for the days when the employee is at work, except in exceptional circumstances determined by the Commissioner.
- 6.15 Reimbursement will be net of any government subsidy provided to the employee.

ANNUAL LEAVE

- 6.16 A full-time employee is entitled to 4 weeks paid annual leave for each year of service, accruing daily and credited monthly in arrears. Part-time employees accrue 4 weeks annual leave for each year of service, calculated on a pro-rata basis, accruing daily and credited monthly in arrears.
- 6.17 The Commissioner may approve annual leave at either full or half pay. If leave is taken at half pay the deduction from an employee's annual leave credits will be half the period of leave taken.
- 6.18 Employees living in remote localities accrue additional annual leave credits as outlined in PART 8.
- 6.19 Where an employee has accrued more than 8 weeks annual leave or a pro-rata amount for part-time employees (or in the case of employees in remote localities who are entitled to additional annual leave - more than 2 years credit), the Commissioner may direct the employee to take a period of annual leave that is not more than a quarter of the employee's total accrued annual leave balance.
- 6.20 An employee will not be directed to take annual leave where the employee:
- 6.20.1 has made an application for annual leave of a period greater than 2 weeks for full-time employees or a pro-rata amount for part-time employees in the previous 6 month period and the application was not approved; or
 - 6.20.2 is following a management strategy to reduce the employee's amount of accrued leave, which has been agreed with their manager.
- 6.21 An employee's accrual of annual leave will be reduced where a period or periods of leave without pay that is not to count as service, exceeds 30 days in a calendar year. Where leave without pay not to count as service covers an entire calendar year, no annual leave credit accrues for that year.

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

Voluntary Cash out of Annual Leave

6.23 It is the preference of the Commission that employee take their leave in the first instance for rest and recreational purposes.

6.24 The Commissioner may approve an application by an employee to cash out an amount of the employee's accrued annual leave entitlement provided that:

6.24.1 the employee's remaining balance of annual leave credit does not fall below 20 days or an equivalent pro rata amount for part-time employees;

6.24.2 the employee has taken ten days annual or long service leave in the previous 12 months;

6.24.3 each cashing out is agreed between the Commissioner and the employee in writing; and

6.24.4 the employee is paid the full amount that would have been paid to the employee had the employee taken the leave that is cashed out.

PERSONAL/CARER'S LEAVE

Accrual of personal/carer's leave credits

6.25 Ongoing employees will be entitled to 18 days personal/carer's leave for each year of service (pro-rata for part-time employees) which will:

6.25.1 be credited upon the employee's commencement with the Commission, if they are new to the APS; and

6.25.2 accrue daily and be credited at the completion of each month, unless:

6.25.2.1 the employee has received a credit in accordance with paragraph 6.25.1, in which case the accrual of personal/carer's leave will not commence until the first anniversary of the employee's commencement with the Commission; or

6.25.2.2 in the 12 month period immediately prior to this Agreement commencing, the employee received an initial 10 day credit of personal/carer's leave in accordance with clause

6.19 of the *NDIS Quality and Safeguards Commission Enterprise Agreement 2019 - 2022*, in which case, the employee will accrue personal/carer's leave at the rate of 8 days for their first year of service (rather than 18 days), until the first anniversary of the employee's commencement with the Commission.

- 6.26 Subject to clause 6.27, non-ongoing employees will be credited with 18 days personal/carer's leave upon commencement with the Commission, pro-rated based on the employee's initial contract period if the contract period is less than 12 months and (if applicable) the employee's part-time hours.
- 6.27 Non-ongoing employees will not be entitled to an initial credit of personal/carer's leave in accordance with clause 6.26 if the employee has any unused accrued personal/carer's leave transferred or recognised by the Commission in accordance with clauses 6.2 to 6.8.
- 6.28 Non-ongoing employees will be entitled to accrue 18 days personal/carer's leave for each year of service, accruing daily and credited at the completion of each month, from:
- 6.28.1 the earlier of the date after the initial contract period ends if the contract period is less than 12 months (and the employee remains in employment in the Commission) and the first anniversary of the employee's commencement with the Commission, if they received an initial credit in accordance with clause 6.26, or
- 6.28.2 their commencement with the Commission if they had any unused accrued personal/carer's leave transferred or recognised by the Commission in accordance with clauses 6.2 to 6.8.
- 6.29 A casual employee may:
- 6.29.1 be absent without pay when not fit for work due to personal illness or injury; and
- 6.29.2 access 2 days unpaid carer's leave per occasion, consistent with the NES.

Use of personal/carer's leave

- 6.30 Subject to availability of credits and the evidentiary requirements of clause 6.34 to 6.37, an employee is entitled to use personal/carer's leave where they are required to be absent in the following circumstances:
- 6.30.1 due to personal illness or injury;
 - 6.30.2 attendance at appointments with a registered health practitioner;
 - 6.30.3 to manage a chronic condition; and/or
 - 6.30.4 to provide care or support for a family member (including a household member) or a person they have caring responsibilities for because of:
 - 6.30.4.1 a personal illness or injury affecting the other person; or
 - 6.30.4.2 an unexpected emergency affecting the other person.
- 6.31 A person that an employee has caring responsibilities for may include a person who needs care because they:
- 6.31.1 have a medical condition, including when they are in hospital;
 - 6.31.2 have a mental illness;
 - 6.31.3 have a disability;
 - 6.31.4 are frail or aged; and/or
 - 6.31.5 are a child, not limited to a child of the employee.
- 6.32 The Commissioner may, in exceptional circumstances, approve an employee's request to convert their paid personal/carers leave credits to half pay to cover a period of leave in clause 6.30. If leave is taken at half pay, the deduction from an employee's personal/carer's leave will be half the period of leave taken.

Where an employee has insufficient personal/carer's leave credits

- 6.33 Where an employee has insufficient paid leave entitlements, the Commissioner, in exceptional circumstances and subject to the provision of suitable evidence, may grant additional personal/carer's leave with or without pay (to count or not to count as service). Where leave without pay is granted, the Commissioner will determine whether, or not, it counts as service and for which purpose. In the case of leave without pay granted for personal illness, the leave will count as service for the purposes of the *Long Service Leave (Commonwealth Employees) Act 1976* and may count as service for other

purposes if the Commissioner determines it does. There is a maximum of 15 days additional paid leave to be used for caring purposes. This 15 day limit will be reduced by the amount of personal/carer's leave the employee has already utilised in the calendar year for caring purposes.

Evidence for taking personal/carer's leave

- 6.34 An employee may be required to provide evidence to be entitled to personal/carer's leave, where the employee is absent from work:
- 6.34.1 for a period in excess of three consecutive work days; and/or
 - 6.34.2 for any absence taken in excess of eight days personal/carer's leave without supporting evidence per calendar year.
- 6.35 Evidence for the purposes of personal/carer's leave means:
- 6.35.1 a medical certificate from registered health practitioners or registered health providers;
 - 6.35.2 a statutory declaration; and/or
 - 6.35.3 with approval of the Commissioner, another form of evidence.
- 6.36 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.
- 6.37 If an employee has a personal illness or injury which requires ongoing treatment, and/or may result in the employee taking personal/carer's leave for illness or injury on a regular or intermittent basis, and the Commissioner has received medical evidence confirming the ongoing condition, the Commissioner may approve future leave based on the initial medical evidence if that medical evidence supported the future absence.

RE-CREDITING OF LEAVE

- 6.38 When an employee is on:
- 6.38.1 annual leave;
 - 6.38.2 purchased leave;
 - 6.38.3 defence reservist leave;
 - 6.38.4 First Nations ceremonial leave;
 - 6.38.5 NAIDOC leave;
 - 6.38.6 cultural leave; or
 - 6.38.7 long service leave; and
- becomes eligible for, under legislation or this Agreement:

- 6.38.8 personal/carer's leave;
 - 6.38.9 compassionate or bereavement leave;
 - 6.38.10 jury duty;
 - 6.38.11 emergency services leave;
 - 6.38.12 leave to attend to family and domestic violence circumstances; or
 - 6.38.13 parental leave, premature birth leave, stillbirth leave or pregnancy loss;
- the affected period of leave will be re-credited.

- 6.39 When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.
- 6.40 Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

COMPASSIONATE LEAVE

- 6.41 Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- 6.41.1 a member of their family (including a member of their household) or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
 - 6.41.2 the employee or their partner has a miscarriage.
- 6.42 An employee may be asked to provide evidence to support their absences on compassionate leave.
- 6.43 Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 6.44 For casual employees, compassionate leave is unpaid.
- 6.45 Compassionate leave with pay will count as service for all purposes.

BEREAVEMENT LEAVE

- 6.46 Employees will be eligible for 3 days paid bereavement leave on each occasion when:
- 6.46.1 a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or
 - 6.46.2 a child is stillborn, where the child was a member of their family (including a member of their household).

- 6.47 An employee may be asked to provide evidence to support their absences on bereavement leave.
- 6.48 Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 6.49 For casual employees, bereavement leave is unpaid.
- 6.50 Bereavement leave with pay will count as service for all purposes.

LONG SERVICE LEAVE

- 6.51 An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 6.52 The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at 6.38.

PARENTAL LEAVE

- 6.53 A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
- 6.54 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.
- 6.55 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.
- 6.56 For the secondary caregiver, the parental leave period starts one week prior to the expected date of birth or placement of the child/ren and ceases 24 months from the date of birth.

6.57 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

6.58 An employee is entitled to parental leave with pay as per clauses 6.60 and 6.61 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.

6.59 Employees newly engaged or who have moved to the Commission from another APS agency are eligible for the paid parental leave in clauses 6.60 and 6.61 where such paid leave has 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 6.60 and 6.61, the balance is available to the employee.

6.60 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

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

Table 2: Secondary caregivers – circumstances for paid parental leave

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

6.62 **Flexibility.** Parental leave with pay, whether provided as maternity leave under the ML Act or under this Agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part time work arrangement, and can be taken concurrently with another parent in relation to the same child.

6.63 **Rate of payment.** During paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.

6.64 **Half-pay option.** The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal

rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

Adoption and long-term foster care

- 6.65 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:
- 6.65.1 is under 16 as at the day (or expected day) of placement;
 - 6.65.2 has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement;
 - 6.65.3 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
- 6.66 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.
- 6.67 An employee is eligible for 2 days of unpaid pre-adoption leave to attend any interviews or examinations required for the adoption of a child. The employee may also take annual leave or purchased leave for this purpose.

Stillbirth

- 6.68 Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.
- 6.69 A stillborn child is a child:
- 6.69.1 who weighs at least 400g at delivery or whose period of gestation was 20 weeks or more;
 - 6.69.2 who has not breathed since delivery; and
 - 6.69.3 whose heart has not beaten since delivery.

Pregnancy loss leave

- 6.70 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.
- 6.71 Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this Agreement.

Premature birth leave

6.72 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

6.73 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 6.72 until after the legislated paid maternity leave is used.

RETURN TO WORK

6.74 The return to work guarantee provided by section 84 of the FWA applies in respect of employees ending parental leave.

DEFENCE RESERVE LEAVE

6.75 The Commissioner will give an employee leave with or without pay to undertake:

6.75.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and

6.75.2 Cadet Force obligations.

6.76 An employee who is a Defence Reservist can take leave with pay for:

6.76.1 up to 4 weeks (20 days) in each financial year ; and

6.76.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service.

6.77 Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.

6.78 An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties.

Australian Defence Force Cadets means:

6.78.1 Australian Navy Cadets;

6.78.2 Australian Army Cadets; and

6.78.3 Australian Air Force Cadets.

- 6.79 In addition to the entitlement at clause 6.76, 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.
- 6.80 Paid defence reservist leave counts for service.
- 6.81 Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- 6.82 Unpaid leave taken over 6 months counts as service, except for annual leave.
- 6.83 An employee will not need to pay their tax free ADF Reserve salary to the Commission for any reason.
- 6.84 Eligible employees may also apply for annual leave, long service leave, leave without pay, top-up pay or they may use flextime for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.

MISCELLANEOUS LEAVE

- 6.85 The Commissioner may grant miscellaneous leave to an ongoing or non-ongoing employee, either with or without pay, to count as service or not to count as service; and subject to certain conditions, for a purpose that the Commissioner considers to be in the interests of the Commission and having regard to operational requirements. This includes leave for employees affected by Family and Domestic Violence.
- 6.86 A casual employee may only be granted paid miscellaneous leave for family and domestic violence leave in accordance with clauses 11.9 to 11.25 or for a purpose set out in a Government directive.

JURY DUTY

- 6.87 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.
- 6.88 Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.
- 6.88.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 6.89 The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.

6.90 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 Commission for the period of absence. This will be administered in accordance with the overpayments clause.

LEAVE TO ATTEND PROCEEDINGS (WITNESS LEAVE)

6.91 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.

6.92 An employee who is not covered under clause 6.91, 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 Commission.

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

6.94 The Commissioner 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.

EMERGENCY RESPONSE LEAVE

6.95 In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to paid emergency response leave, at their full rate of pay as if the employee was at work, to volunteer for emergency management duties for:

6.95.1 the time engaged in the activity;

6.95.2 reasonable travelling time; and

6.95.3 reasonable recovery time.

6.96 Paid leave may be refused where the employee's role is essential to the Commission's response to the emergency.

- 6.97 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.
- 6.98 The Commissioner may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 6.99 Emergency response leave, with or without pay, will count as service.

CULTURAL, CEREMONIAL AND NAIDOC LEAVE

NAIDOC leave

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

First Nations ceremonial leave

- 6.102 First Nations employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
- 6.103 The Commissioner may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- 6.104 First Nations ceremonial leave can be taken as part days.
- 6.105 First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

- 6.106 The Commissioner may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
- 6.107 The Commissioner may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 6.108 Cultural leave can be taken as part days.
- 6.109 For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 6.102.

COMMUNITY VOLUNTEERING LEAVE

- 6.110 The Commissioner may grant 2 days miscellaneous leave with pay and a reasonable amount of leave without pay to undertake community

volunteering. Community Volunteering Leave can be taken in part days including in hours and minutes.

PURCHASED LEAVE

- 6.111 The Commissioner may approve the purchase of up to 8 weeks leave funded by salary deductions over a maximum period of 12 months to ongoing employees. Purchased leave may only be approved for non-ongoing employees where they have more than 12 months service with the Commission.
- 6.112 Only one election can be made to purchase leave in a calendar year. The Commissioner may agree to vary an election in exceptional circumstances.
- 6.113 The minimum period of purchased leave that can be taken at any one time will be 1 day and purchased leave cannot be taken at half pay. Purchased leave cannot be used to substitute for part-time work arrangements, except if approved as part of a transition to retirement initiative for an employee 54 years or older. Purchased leave that is approved for single days for the purpose of transition to retirement, may be approved for a single period up to a maximum of 2 years and can be accessed once by an employee during their employment with the Commission.
- 6.114 Purchased leave will count as service for all purposes including superannuation purposes. Public holidays and closedown periods occurring during a period of purchased leave will be treated in the same way as if they had occurred during a period of annual leave.
- 6.115 Where, due to exceptional circumstances, an employee requests cancellation of purchased leave before the leave has been taken and the Commissioner agrees to the request, a refund of the salary deductions made will be paid.
- 6.116 Where an employee leaves Commission employment, final payments will be adjusted to take account of deductions not yet made, or for deductions made for leave not taken.

EXTENDED PURCHASED LEAVE

- 6.117 The Commissioner may grant an employee who has a period of 3 years of continuous employment with the Commission, access to the extended purchased leave scheme.

- 6.118 A period of up to 6 months absence on extended purchased leave will be available following a further 2 years of continuous employment with the Commission where access to the extended purchased leave scheme is granted.
- 6.119 An employee who is granted approval to participate in the scheme will contribute an amount of salary each fortnight towards the extended purchased leave for the period of two continuous years after the election.
- 6.120 Extended purchased leave does not count as service for any purpose. Payment during the period of extended purchased leave of up to 6 months will be based on the amount of money banked in the previous 2 years.

SABBATICAL LEAVE

- 6.121 The Commissioner may grant an employee sabbatical leave. This is a flexible arrangement consisting of a four year work period followed by a one year sabbatical leave period, with base salary paid over four years at a rate of 80% per year. Payment for the fifth year will be based on the amount of money banked in the previous four years converted to an annual base salary. This leave is to count as service for all purposes.

DEFENCE SERVICE SICK LEAVE

- 6.122 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:
- 6.122.1 war like service; or
 - 6.122.2 non-war like service.
- 6.123 An eligible employee can get 2 types of credits:
- 6.123.1 an initial credit of 9 weeks (45 days) defence service sick leave (pro-rata for part-time employees) will apply as at the following dates, whichever is later:
 - 6.123.1.1 they start employment with the APS; or
 - 6.123.1.2 DVA certifies the condition; and
 - 6.123.2 an annual credit of 3 weeks (15 days) defence service sick leave (pro-rata for part-time employees).

- 6.124 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.
- 6.125 Unused annual credits can be built up to 9 weeks.
- 6.126 An employee cannot use annual credits until the initial credit is exhausted.
- 6.127 Defence service sick leave is paid and counts as service for all purposes.
- 6.128 Where an employee's Defence service sick leave credits have been exhausted, personal leave provisions will apply.

PART 7 TRAVELLING ON OFFICIAL BUSINESS

TRAVEL ALLOWANCE

- 7.1 An employee who is undertaking approved travel and required to be absent on official business overnight from their usual place of work for periods up to 21 days will be entitled to an allowance in respect of meals and incidentals. Employees may elect to stay in commercial or non-commercial accommodation. In the event of an emergency situation an employee will be reimbursed reasonable accommodation costs as determined by the Commissioner.
- 7.2 Allowances payable for meals and incidentals are those published by the approved subscription service and provide a guide to delegates approving expenditure.
- 7.3 Where an employee elects to stay in non-commercial accommodation, an allowance of \$52 per night will be payable through the payroll system in addition to any allowances payable for meals and incidentals.

Adjustment of allowances

- 7.4 Where official travel arrangements are varied, the amount of allowance payable will reflect the revised itinerary. Employees will be required to repay and the Commission will recover, any resulting overpayment in travelling allowance in accordance with clauses 3.16 to 3.23 of this Agreement.
- 7.5 Where meals and/or accommodation are otherwise provided at the Commission's expense or another organisation/entity's expense, the allowances payable under clauses 7.1 to 7.3 will be reduced accordingly.

Excessive Costs

- 7.6 The Commissioner may vary the amount of travel allowance payable if considered insufficient to meet the reasonable expenses of the employee.

REVIEWED TRAVELLING ALLOWANCE

- 7.7 Where an employee travelling on Commission business will reside or has resided in the one locality for a period greater than 21 days, the Commissioner will negotiate payment of reasonable costs for the temporary relocation.

TIME OFF AFTER OFFICIAL TRAVEL

- 7.8 Where employees are required to travel to work at a location other than their normal work location, and as a result spends more time travelling to their temporary place of work than they spent travelling to their normal work location, flextime and time off in lieu provisions apply.

OVERSEAS TRAVEL

- 7.9 The Commissioner will approve reasonable accommodation costs and an allowance in respect of meals and incidental expenses calculated in accordance with the rates published by the approved subscription service for employees travelling overseas on Commission business.

RELOCATION ASSISTANCE

- 7.10 Where an existing employee is required to relocate at the request of the Commission (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.
- 7.11 Where an employee is required to relocate on engagement with the Commission, the employee will be provided with financial relocation assistance.
- 7.12 Reasonable expenses associated with the relocation include:
- 7.12.1 the cost of transport of the employee, dependants and partner by the most economical means;
 - 7.12.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
 - 7.12.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
 - 7.12.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
- 7.13 The Commissioner may reimburse an employee on term transfer an amount equal to six reunion visits by economy class return travel by air in any one year from the date that the term transfer commences.

7.14 The provisions of clauses 4.12 and 4.13 of this Agreement will apply should the Commissioner approve a mode of travel other than air.

EMPLOYEE INITIATED MOVES

7.15 The Commissioner may reimburse an eligible employee or pay a third party provider with respect to costs incurred by an eligible employee, up to \$10,000 for reasonable expenses associated with relocation. This may be increased to \$20,000 where the Commissioner is satisfied the amount is reasonable and the relocation of the employee is critical.

7.16 The employee will be an eligible employee for the purpose of clause 7.15 when they relocate at their own initiative (and not at the request of the Commission) and the relocation is deemed in the interests of the Commission.

7.17 Employees requesting a transfer to a new locality are generally not deemed to be eligible employees.

PART 8 REMOTE LOCALITY ASSISTANCE

- 8.1 The level of remote locality assistance varies according to the 'grading' of each individual remote locality.
- 8.2 Remote locality assistance will be approved by the Commissioner where an employee is residing in a locality which falls into Grade 1, 2, 3 or 4.
- 8.3 Remote Locality Assistance Allowance is payable to an employee living in a designated remote locality, in accordance with the Australian Standard Geographical Classification (ASGC) Remoteness Structure and the Criteria set out in clause 12.2 of the APS Award.
- 8.4 The annual rate of Remote Locality Assistance Allowance payable for each grade of remote locality is listed in the Remote Locality Assistance table at clause 8.9 below.
- 8.5 An employee and their eligible dependants stationed at a Commission designated remote locality are entitled to fares assistance based on 'lowest practical fare' for return airfares to travel from the locality to the nearest capital city for a leave of absence.
- 8.6 The accrual rate of the leave fare for employees stationed permanently for each grade of remote locality is indicated in Remote Locality Assistance table at clause 8.9 below.
- 8.7 The Commissioner may also approve fares reimbursement for employees and their dependants living in a Commission designated remote locality in the following circumstances:
 - 8.7.1 for medical, emergency dental or specialist medical treatment for the employee and any dependants or a partner residing with them; or
 - 8.7.2 where a family member of the employee or the employee's partner dies or becomes dangerously or critically ill; or
 - 8.7.3 for the cost of up to two student travel concession fares per 12 month period reasonably incurred for return travel by each child from the place where they attend school to the employee's locality.

8.8 Employees living in Commission designated remote localities will accrue additional annual leave as indicated for each grade of remote locality listed in the table at clause 8.9 below.

8.9 Remote Locality Assistance Table

Grade	With dependants per year	Without dependants per year	Leave fare entitlement	Additional annual leave entitlement per year
1	\$ 4,164	\$ 3,151	1 every two years	2 days
2	\$ 7,878	\$ 6,752	1 every two years	3 days
3	\$ 12,154	\$ 8,216	1 each year	5 days
4	\$ 16,093	\$ 11,029	1 each year	7 days

PART 9 RESIGNATION, RETIREMENT, REDEPLOYMENT, REDUNDANCY AND REDUCTION

RESIGNATION

- 8.10 An employee may resign from their employment by giving the Commissioner at least 14 calendar days' notice.
- 8.11 At the instigation of the Commissioner, 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.
- 8.12 The Commissioner has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

REDEPLOYMENT, REDUNDANCY AND REDUCTION

- 8.13 The redeployment, redundancy and reduction provisions only apply to ongoing employees who are not on probation.
- 8.14 The Commission will take all reasonably practicable steps to avoid the use of compulsory redundancy or redeployment.
- 8.15 The Commission will assist employees to maximise their redeployment opportunities within the Commission and the wider APS and will fund relevant career and financial counselling.

Definition

- 8.16 An employee will be considered excess where:
- 8.16.1 the employee is part of a class of employees that is larger in size than is necessary for the efficient and economical working of the Commission; or
 - 8.16.2 the services of the employee can no longer be used effectively because of technological or other changes in the Commission or changes in the nature, extent or organisation of the functions of the Commission; or
 - 8.16.3 the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at

the new locality and no suitable alternative duties can be identified at the current locality.

Notification and consultation

- 8.17 The Commissioner will notify employees who are likely to become excess as early as possible and, where they choose to have a representative, their representatives will also be notified.
- 8.18 The initial notification will usually occur orally to maximise the time employees have to consider their options.
- 8.19 When the Commission becomes aware that a significant excess staffing situation may develop, the Commissioner will advise relevant employees, managers and employee representatives.

Discussion period

- 8.20 Following the initial notification the Commissioner will write to the potentially excess employee(s) formally notifying them of the situation and advising them of the assistance available. At this stage potentially excess employees will be able to discuss their situation and options with Commission management, with this period not exceeding 1 month ("**discussion period**").
- 8.21 During the discussion period, the Commissioner may invite employees who are not potentially excess to express interest in voluntary redundancy where this would facilitate the redeployment of an employee who is potentially excess. An employee will not be made redundant voluntarily without Commissioner approval.
- 8.22 The discussion period may be shortened by agreement with the employee.

VOLUNTARY REDUNDANCY

- 8.23 By the end of the 1 month discussion period, the Commissioner may formally offer a voluntary redundancy to the employee.
- 8.24 Excess employees will only be offered a voluntary redundancy once during the redundancy process.
- 8.25 Where a formal offer of voluntary redundancy is made, employees will have 1 month to consider the offer and advise the Commission that they are either accepting or rejecting it ("**consideration period**"). Employees who fail to

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- advise the Commission of their decision by the end of the consideration period will be assumed to have rejected the offer of voluntary redundancy.
- 8.26 An employee's employment will not be terminated on the basis that the employee is an excess employee within this consideration period unless the employee has requested this to occur.
- 8.27 Prior to or during the consideration period, the employee will be provided with an estimate of their redundancy benefits and pay in lieu of notice and leave entitlements, relevant taxation rules and the availability of career and financial counselling in addition to being advised about obtaining further information relating to superannuation and relevant taxation rules.
- 8.28 The Commission will reimburse (on production of receipt/s) an employee considering voluntary redundancy up to \$500 (including GST) for career and/or accredited financial counselling.
- 8.29 Employees not accepting an offer of voluntary redundancy will be covered by clauses 9.32 to 9.44 below.

Redundancy benefit

- 8.30 An employee who accepts an offer of voluntary redundancy and whose employment is terminated by the Commissioner under s 29 of the PS Act on the grounds that he/she is excess to requirements, is entitled to payment of a redundancy benefit of an amount equal of two weeks' salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the NES.
- 8.31 The minimum payment will be 4 weeks' salary and the maximum will be 48 weeks' salary.
- 8.32 The redundancy benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during his or her period of service and the employee has less than 24 years fulltime service, subject to any minimum amount the employee is entitled to under the NES.
- 8.33 For the purposes of calculating any payment, salary will include:
- 8.33.1 the employee's salary at their ongoing (substantive) classification;

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- 8.33.2 higher duties allowance where the employee has been receiving higher duties allowance continuously for a period of at least 12 months immediately preceding the employee's notification of termination date; and
 - 8.33.3 an allowance that has been paid during periods of annual leave and on a regular basis and is not a reimbursement for expenses incurred or a payment for disabilities associated with the performance of a duty.

Calculating service for redundancy pay purposes

- 8.34 For the purpose of calculating an employee's redundancy benefit, service means:
 - 8.34.1 service in the Commission;
 - 8.34.2 Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - 8.34.3 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;
 - 8.34.4 service with the Australian Defence Forces; and
 - 8.34.5 service in another organisation where:
 - 8.34.5.1 an employee was transferred from the APS to that organisation to give effect to an administrative re-arrangement; or
 - 8.34.5.2 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.
- 8.35 For earlier periods of service as defined above to count there must be no breaks between the periods except where:
 - 8.35.1 the break in service is less than 1 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

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

Service not to count as service for redundancy pay purposes

8.36 Absences from duty which do not count as service for long service leave purposes will not count as service for redundancy pay purposes.

8.37 Periods of service that will not count as service for redundancy pay purposes are periods of service that ceased by way of:

8.37.1 termination under section 29 of the PS Act; or

8.37.2 prior to the commencement of the PS Act, by way of redundancy; forfeiture of office, retirement on the grounds of invalidity, inefficiency or loss of qualifications; dismissal or termination of probationary appointment for reasons of unsatisfactory service; or

8.37.3 voluntary retirement at or above the minimum retiring age applicable to the employee; or

8.37.4 payment of a redundancy benefit or a similar payment or an employer financed retirement benefit.

Period of notice – termination with a voluntary redundancy

8.38 Employees over 45 years of age with at least 5 years continuous service will be given five weeks' notice. All other employees will be given four weeks' notice.

8.39 If an employee requests, and the Commissioner agrees, that their employment be terminated within this notice period, they will be paid compensation for the unexpired portion of the notice period equal to the hours they would have worked during the notice period had their employment not been terminated.

8.40 The Commissioner will approve reasonable time off with full pay for the employee to attend necessary employment interviews from the start of the notice period. Where expenses to attend interviews are not met by the

prospective employer, the Commissioner will reimburse agreed reasonable travel and incidental expenses.

INVOLUNTARY REDUNDANCY, RETENTION, REDEPLOYMENT AND REDUCTION

Retention period

- 8.41 An excess employee who does not agree to an offer of voluntary redundancy with the payment of a redundancy benefit will be entitled to the following period of retention, commencing from the date 1 month after the employee received their offer of voluntary redundancy:
- 8.41.1 13 months where the employee has 20 or more years of service or is over 45 years of age; or
 - 8.41.2 7 months for all other employees.
- 8.42 If an employee is entitled to a redundancy payment under the NES, the retention period at clause 9.32 will be reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination, as at the expiration of the retention period (as adjusted by this clause).
- 8.43 The retention period will not be extended by periods of leave taken by the excess employee unless, after considering the circumstances of the individual case, the Commissioner deems an extension as a result of a period of leave taken to be reasonable.
- 8.44 Where the Commissioner is satisfied that there is insufficient productive work available for the employee during the remainder of the retention period and that there are no reasonable redeployment prospects in the APS:
- 8.44.1 the Commissioner can terminate the employee's employment under s.29 of the PS Act; and
 - 8.44.2 upon termination, the employee will be paid a lump sum comprising:
 - 8.44.2.1 the balance of the retention period (as shortened for the NES under clause 9.33) and this payment will be taken to include the payment in lieu of notice of termination of employment, plus
 - 8.44.2.2 the employee's NES entitlement to redundancy pay.

Redeployment

- 8.45 Employees on a retention period will be considered in isolation from and not in competition with other applicants when seeking assignment to another position within the Commission.
- 8.46 During the retention period, the Commissioner:
- 8.46.1 will take all reasonable steps to find alternative employment for the excess employee; and/or
 - 8.46.2 may reduce the excess employee's classification with the appropriate notice in order to secure them alternative employment, subject to the conditions set out in clauses 9.40 and 9.41 below.
- 8.47 During the retention period the employee will:
- 8.47.1 take reasonable steps to find alternative employment; and
 - 8.47.2 actively participate in learning and development activities, trial placements or other agreed arrangements to assist in obtaining a permanent placement.
- 8.48 Excess employees are entitled to necessary leave with pay and assistance in meeting reasonable travel and incidental expenses when seeking alternative employment, where these are not met by the prospective employer.

Reduction in classification

- 8.49 Where the Commissioner proposes to reduce an excess employee's classification as a means of securing alternative employment, the employee will be given 4 weeks' notice or, if over 45 years of age with at least 5 years' continuous service, will be given five weeks' notice.
- 8.50 If reduction occurs before the end of the retention period, the employee will receive payments to maintain the employee's salary level for the balance of the retention period.

Period of notice – termination of the retention period

- 8.51 An excess employee's employment will be terminated under s.29 of the PS Act at the end of their retention period.

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- 8.52 Where an excess employee's employment is to be terminated they will be given 4 weeks' notice. Employees over 45 years of age with at least 5 years' continuous service will be given 5 weeks' notice. This notice period will, as far as practicable, be concurrent with the employee's retention period.
- 8.53 If an employee's employment is terminated within this notice period, they will be paid compensation for the unexpired portion of the notice period equal to the hours they would have worked during the notice period had their employment not been terminated.

PAYMENT ON DEATH OF AN EMPLOYEE

- 8.54 When an employee dies, or the Commissioner has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the Commissioner 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 10 CONSULTATION

Principles

- 10.1 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.
- 10.2 The Commission recognises:
 - 10.2.1 the importance of inclusive and respectful consultative arrangements;
 - 10.2.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions;
 - 10.2.3 the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on Commission policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
 - 10.2.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
 - 10.2.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
- 10.3 Genuine and effective consultation involves:
 - 10.3.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
 - 10.3.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
 - 10.3.3 considering feedback from employees and the relevant union(s) in the decision-making process; and
 - 10.3.4 advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

When consultation is required

- 10.4 Consultation is required in relation to:
- 10.4.1 changes to work practices which materially alter how an employee carries out their work;
 - 10.4.2 changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
 - 10.4.3 major change that is likely to have a significant effect on employees;
 - 10.4.4 implementation of decisions that significantly affect employees;
 - 10.4.5 changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this Agreement); and
 - 10.4.6 other workplace matters that are likely to significantly or materially impact employees.
- 10.5 The Commission, 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 Commission. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

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

- 10.6 This clause applies if the Commission:
- 10.6.1 proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - 10.6.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

- 10.7 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.
- 10.8 The Commission must recognise the representative if:
- 10.8.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

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- 10.8.2 the employee or employees advise the employer of the identity of the representative.

Major change

- 10.9 In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:
- 10.9.1 the termination of the employment of employees; or
 - 10.9.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - 10.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 10.9.4 the alteration of hours of work; or
 - 10.9.5 the need to retrain employees; or
 - 10.9.6 the need to relocate employees to another workplace; or
 - 10.9.7 the restructuring of jobs.
- 10.10 The following additional consultation requirements in clause 10.11 to 10.17 apply to a proposal to introduce a major change referred to in clause 10.4.3.
- 10.11 Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 10.5.
- 10.12 Where practicable, a Commission 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.
- 10.13 The Commission must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
- 10.14 As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 10.5, the Commission must:
- 10.14.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - 10.14.1.1 the proposed change;
 - 10.14.1.2 the effect the proposed change is likely to have on the employees; and

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- 10.14.1.3 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - 10.14.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - 10.14.2.1 all relevant information about the proposed change, including the nature of the change proposed; and
 - 10.14.2.2 information about the expected effects of the proposed change on the employees; and
 - 10.14.2.3 any other matters likely to affect the employees.
 - 10.15 The Commission 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.
 - 10.16 However, the Commission is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
 - 10.17 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 Commission, the requirements set out in clauses 10.11 to 10.15 are taken not to apply.

Change to regular roster or ordinary hours of work

- 10.18 The following additional consultation requirements in clause 10.19 to 10.21 apply to a proposal to introduce a change referred to in clause 10.4.5.
- 10.19 The Commission must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
- 10.20 As soon as practicable after proposing to introduce the change, the Commission must:
 - 10.20.1 discuss with employees and the relevant union(s) and/or other recognised representatives:
 - 10.20.1.1 the proposed introduction of the change; and
 - 10.20.2 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:

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- 10.20.2.1 all relevant information about the proposed change, including the nature of the proposed change; and
 - 10.20.2.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - 10.20.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - 10.20.3 invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, the Commission is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
 - 10.21 The Commission must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

Interaction with emergency management activities

- 10.22 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.

WORKPLACE CONSULTATIVE COMMITTEE

- 10.23 The Commission will establish a Workplace Consultative Committee to discuss relevant workplace matters.
- 10.24 The Workplace Consultative Committee will consist of:
 - 10.24.1 a chairperson and management representatives appointed by the Commissioner;
 - 10.24.2 employee representatives; and
 - 10.24.3 a representative from the Commission's other staffing committees
- 10.25 The Commission's Workplace Consultative Committee will operate subject to an agreed terms of reference and structure for the term of the Agreement.

Representation on the Committee will be in accordance with the terms of reference.

10.26 The Commission will consult with employees, through the Workplace Consultative Committee, about proposed changes to workplace policies where the change is likely to have an impact on employees, before a final decision is made.

10.27 The Workplace Consultative Committee may establish subcommittees on an as needs basis to deal with issues that require specific attention.

APS CONSULTATIVE COMMITTEE

10.28 The Commission 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

10.29 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 Commission.

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

10.31 The Commission and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

10.32 The Commission respects the role of union delegates to:

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

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

10.32.3 represent the interests of members to the employer and industrial tribunals; and

10.32.4 represent members at relevant union forums, consultative committees or bargaining.

10.33 The Commission and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and

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- must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.
- 10.34 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.
- 10.35 To support the role of union delegates, the Commission will, subject to legislative and operational requirements, including privacy and security requirements:
- 10.35.1 provide union delegates with reasonable access to Commission facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
 - 10.35.2 advise union delegates and other union officials of the Commission facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
 - 10.35.3 allow reasonable official union communication appropriate to the Commission 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 Commission vetoing reasonable communications;
 - 10.35.4 provide access to new employees as part of induction; and
 - 10.35.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
- 10.36 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 the Commission before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.
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PART 11 EMPLOYEE SUPPORT AND WORKPLACE CULTURE

BLOOD DONATION

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

VACCINATIONS

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

EMPLOYEE ASSISTANCE PROGRAM

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

RESPECT AT WORK

Principles

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

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

FAMILY AND DOMESTIC VIOLENCE SUPPORT

- 11.9 The Commission will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
- 11.10 The Commission recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
- 11.11 Family and domestic violence support provisions, including paid leave, are available to all employees covered by this Agreement.
- 11.12 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:
- 11.12.1 illness or injury affecting the employee resulting from family and domestic violence;
 - 11.12.2 providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
 - 11.12.3 providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
 - 11.12.4 making arrangements for the employee's safety, or the safety of a close relative;
 - 11.12.5 accessing alternative accommodation;
 - 11.12.6 accessing police services;
 - 11.12.7 attending court hearings;
 - 11.12.8 attending counselling; and

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- 11.12.9 attending appointments with medical, financial or legal professionals.
- 11.13 This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
- 11.14 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.
- 11.15 These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
- 11.16 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.
- 11.17 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.
- 11.18 Evidence may be requested to support the Commission 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 Commission will require, unless the employee chooses to provide another form of evidence.
- 11.19 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.
- 11.20 The Commission will take all reasonable measures to treat information relating to family and domestic violence confidentially. The Commission will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the Commission may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- 11.21 Where the Commission needs to disclose confidential information for purposes identified in clause 11.20, where it is possible the Commission will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
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- 11.22 The Commission 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.
- 11.23 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.
- 11.24 The Commission 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.
- 11.25 Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

INTEGRITY IN THE APS

- 11.26 The Commission 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 Commission decisions.
- 11.27 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.
- 11.28 Employees can, during their ordinary work hours, take time to:
- 11.28.1 access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the Commission; and
 - 11.28.2 attend Commission mandated training about integrity.

FIRST NATIONS CULTURAL COMPETENCY TRAINING

- 11.29 The Commissioner will take reasonable steps to ensure all substantive, ongoing EL2 employees employed at the commencement of this Agreement or any new substantive, ongoing EL2 employees who commence within the first 6 months of this Agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the Agreement.
- 11.30 Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of this Agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

LACTATION AND BREASTFEEDING SUPPORT

- 11.31 Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
- 11.32 The Commission will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 11.33. In considering whether a space is appropriate, the Commission should consider whether:
- 11.32.1 there is access to refrigeration;
 - 11.32.2 the space is lockable;
 - 11.32.3 there are facilities needed for expressing, such as appropriate seating.
- 11.33 Where it is not practicable for a Commission site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
- 11.34 The Commission will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- 11.35 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.

11.36 Further information is available in policy.

DISASTER SUPPORT

11.37 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 Commissioner will consider flexible working arrangements to assist the employee to perform their work.

11.38 Where flexible working arrangements are not appropriate, the Commissioner 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.

11.39 In considering what period of leave is appropriate, the Commissioner will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth authorities.

PART 12 DISPUTE RESOLUTION PROCEDURE

- 12.1 If a dispute relates to:
- 12.1.1 a matter arising under this Agreement; or
 - 12.1.2 the NES;
- this term sets out the procedures to settle the dispute.
- 12.2 An employee or union who is covered by this Agreement may initiate and/or be a party to a dispute under this term.
- 12.3 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.
- 12.4 Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussions 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.
- 12.5 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 12.4 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 12.6 The Fair Work Commission may deal with the dispute in 2 stages:
- 12.6.1 the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - 12.6.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - 12.6.2.1 arbitrate the dispute; and
 - 12.6.2.2 make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the FW Act. A decision that the Fair Work Commission

makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.

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

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

12.7.2 subject to clause 12.7.1, an employee must comply with a direction given by the Commission to perform other available work at the same workplace, or at another workplace, unless:

12.7.2.1 the work is not safe; or

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

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

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

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

12.9 Any disputes arising under the NDIS Quality and Safeguards Commission Enterprise Agreement 2019 - 2022 or the NES that were formally notified under Part 11 of that agreement before the commencement of this Agreement, that remain unresolved at the date of commencement of this Agreement, will be progressed under the dispute resolution procedures in this Agreement.

Leave of absence to attend proceedings

12.10 Where the provisions of clauses 12.1 to 12.5 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 12.3, 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 12.5

PART 13 DEFINITIONS

13.1 In this Agreement the following definitions apply:

"Agreement" means the *NDIS Quality and Safeguards Commission Enterprise Agreement 2024 to 2027*.

"APS" means 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 Award" means the *Australian Public Service Enterprise Award 2015*.

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

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

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

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

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

"Commission" means the NDIS Quality and Safeguards Commission.

"Commissioner" means the person for the time being performing the duties of Commissioner of the NDIS Quality and Safeguards Commission.

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

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

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

"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 spouse, de facto, or partner of the employee irrespective of gender, including a former spouse, former de facto or partner; and/or
- a child (including an adopted child, a stepchild, a foster/permanent care child or an ex-nuptial child) of the employee; and/or

-
- parent, grandparent, grandchild or sibling of the employee; and/or
 - a child (including an adopted child, a step-child, a foster child, permanent care child or an ex-nuptial child) of the employee's spouse or partner; and/or
 - parent, grandparent, grandchild or sibling of the employee's spouse or partner; and/or
 - a member of the employee's household; and/or
 - a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under the custom and traditions of the community or group to which the employee belongs.

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

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

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

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

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

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

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

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

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

“Ordinary hours, duty or work” means an employee’s usual hours worked in accordance with this Agreement and does not include additional hours.

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

“Partner” means a spouse, former spouse, de facto partner or former de facto partner.

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

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

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

“Professional Association” means an organisation seeking to further a particular profession, the interests of individuals in that profession, and the public interest.

“Relevant employee” means an affected employee.

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

“Shift worker” means an employee rostered to perform ordinary hours outside the bandwidth of 7.00am to 7.00pm, Monday to Friday, and/or on a

Saturday, Sunday, public holiday or a closedown period for an ongoing or fixed period.

“**Term transfer**” means the transfer, notified in writing, of an employee from one locality to another for a fixed period (usually 1 to 3 years) to undertake specific duties. The written notification of such a transfer should specify both the date of effect of the transfer and its anticipated duration.

APPENDIX A - BASE SALARIES

A.1 The following annual salary rates will apply to Commission employees (pro rata for part-time employees) employed in the classifications shown in the tables below.

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
APS1-1	\$48,862	\$50,816	\$52,748	\$54,541
APS1-2	\$50,310	\$52,322	\$54,311	\$56,157
APS1-3	\$52,035	\$54,116	\$56,173	\$58,083
APS1-4	\$54,376	\$56,551	\$58,700	\$60,696
APS2-1	\$56,790	\$59,062	\$61,306	\$63,390
APS2-2	\$58,496	\$60,836	\$63,148	\$65,295
APS2-3	\$62,424	\$64,921	\$67,388	\$69,679
APS2-4	\$63,195	\$65,723	\$68,220	\$70,540
APS3-1	\$65,631	\$68,256	\$70,850	\$73,259
APS3-2	\$67,487	\$70,186	\$72,854	\$75,331
APS3-3	\$70,390	\$73,206	\$75,987	\$78,571
APS3-4	\$71,211	\$74,059	\$76,874	\$79,487
APS4-1	\$74,357	\$77,331	\$80,270	\$82,999
APS4-2	\$76,401	\$79,457	\$82,476	\$85,281
APS4-3	\$78,753	\$81,903	\$85,015	\$87,906
APS4-4	\$79,924	\$83,121	\$86,280	\$89,213
APS5-1	\$81,661	\$84,927	\$88,155	\$91,152
APS5-2	\$83,161	\$86,487	\$89,774	\$92,826
APS5-3	\$86,224	\$89,673	\$93,081	\$96,245
APS5-4	\$87,208	\$90,696	\$94,143	\$97,344
APS6-1	\$89,445	\$93,023	\$96,558	\$99,841

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
APS6-2	\$93,546	\$97,288	\$100,985	\$104,418
APS6-3	\$98,885	\$102,840	\$106,748	\$110,378
APS6-4	\$100,537	\$104,558	\$108,532	\$112,222
EL1-1	\$111,445	\$115,903	\$120,307	\$124,398
EL1-2	\$117,451	\$122,149	\$126,791	\$131,102
EL1-3	\$121,975	\$126,854	\$131,674	\$136,151
EL1-4	\$126,503	\$131,563	\$136,563	\$141,206
EL2-1	\$131,355	\$136,609	\$141,800	\$146,622
EL2-2	\$142,671	\$148,378	\$154,016	\$159,253
EL2-3	\$149,130	\$155,095	\$160,989	\$166,462
EL2-4	\$154,869	\$161,064	\$167,184	\$172,868

COMMISSION ENTRY LEVEL BROADBAND

A.2 The following local titles are included in the Commission Entry Level Broadband:

- Trainees (T);
- Indigenous Australian Government Development Program (IAGDP) participants (I);
- Indigenous Apprenticeship Programme (A);
- Graduates (G);
- Cadet - Research Officer (R); and ICT Cadets (IT).

During the life of this Agreement the Commissioner may include other entry level local titles to this broadband.

The following annual salary rates (pro-rata for part-time employees) will apply to Commission employees employed in the Commission Entry Level Broadband:

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
APS1-1	\$48,862	\$50,816	\$52,748	\$54,541
APS1-2	\$50,310	\$52,322	\$54,311	\$56,157
APS1-3	\$52,035	\$54,116	\$56,173	\$58,083
APS1-4	\$54,376	\$56,551	\$58,700	\$60,696
APS2-1	\$56,790	\$59,062	\$61,306	\$63,390
APS2-2	\$58,496	\$60,836	\$63,148	\$65,295
APS2-3	\$62,424	\$64,921	\$67,388	\$69,679
APS2-4	\$63,195	\$65,723	\$68,220	\$70,540
APS3-1	\$65,631	\$68,256	\$70,850	\$73,259
APS3-2	\$67,487	\$70,186	\$72,854	\$75,331
APS3-3	\$70,390	\$73,206	\$75,987	\$78,571
APS3-4	\$71,211	\$74,059	\$76,874	\$79,487
APS4-1	\$74,357	\$77,331	\$80,270	\$82,999
APS4-2	\$76,401	\$79,457	\$82,476	\$85,281
APS4-3	\$78,753	\$81,903	\$85,015	\$87,906
APS4-4	\$79,924	\$83,121	\$86,280	\$89,213
APS5-1	\$81,661	\$84,927	\$88,155	\$91,152
APS5-2	\$83,161	\$86,487	\$89,774	\$92,826
APS5-3	\$86,224	\$89,673	\$93,081	\$96,245
APS5-4	\$87,208	\$90,696	\$94,143	\$97,344

Entry

A.3 Entry pay points will be assessed in accordance with the criteria in clause 3.8 to 3.10 and 3.13 of this Agreement having specific regard to the participant's qualifications, work experience, skills and abilities and the programme the employee is undertaking.

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- A.4** Cadet – Research Officers will be paid 57% of their salary for the time during the year they study while on the cadetship.
- A.5** ICT Cadets will be employed on a part-time basis at a minimum of two full days per week during the University Semester with the option of full-time employment during University holidays for the approved period of study.
- A.6** The Commissioner will approve payment of an Academic Allowance to ICT Cadets of \$832 per successfully completed unit, capped at 4 units per semester. The allowance is taxable and will be paid through the payroll system.

In the event that a Cadet withdraws, or due to a breach of the conditions of the ICT Cadetship is removed from the Cadetship Program, the ICT Cadet may be required to repay the full amount of Academic Allowance payments received within 30 days of withdrawal or removal from the Program.

Advancement

- A.7** Commission Entry Level employees are required to undertake a programme/course of training determined by the Commissioner.

On satisfactory completion of the programme/course of training the employees will be advanced through the soft barriers within the Entry Level broadband as set out in their Letter of Offer.

Advancement is subject to:

- a) sufficient work being available at the higher classification level; and
- b) the employee having gained the necessary skill and proficiencies to perform the more complex work; and
- c) the employee's performance being satisfactory.

LEGAL BROADBAND

- A.8** The following annual salary rates (pro-rata for part-time employees) will apply to Commission employees employed in the Legal local titles.

Classification	Local Title	As at 31 August 2023	From the later of commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS Level 4	Lawyer	\$78,753	\$81,903	\$85,015	\$87,906
APS Level 4	Lawyer	\$79,924	\$83,121	\$86,280	\$89,213

Soft Barrier – Work Value/Availability Barrier

Classification	Local Title	As at 31 August 2023	From the later of commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS Level 5	Lawyer	\$86,224	\$89,673	\$93,081	\$96,245
APS Level 5	Lawyer	\$87,208	\$90,696	\$94,143	\$97,344

Soft Barrier – Work Value/Availability Barrier

Classification	Local Title	As at 31 August 2023	From the later of commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS Level 6	Lawyer	\$89,445	\$93,023	\$96,558	\$99,841
APS Level 6	Lawyer	\$93,546	\$97,288	\$100,985	\$104,418
APS Level 6	Lawyer	\$100,537	\$104,558	\$108,532	\$112,222
APS Level 6	Lawyer	\$101,896	\$105,972	\$109,999	\$113,739

Hard Barrier – Advancement subject to a merit process

Classification	Local Title	As at 31 August 2023	From the later of commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Executive Level 1	Senior Lawyer	\$117,451	\$122,149	\$126,791	\$131,102

Classification	Local Title	As at 31 August 2023	From the later of commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Executive Level 1	Senior Lawyer	\$124,899	\$129,895	\$134,831	\$139,415
Executive Level 1	Senior Lawyer	\$126,503	\$131,563	\$136,563	\$141,206
Executive Level 1	Senior Lawyer	\$135,673	\$141,100	\$146,462	\$151,441

Hard Barrier – Advancement subject to a merit process

Classification	Local Title	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	Principal Lawyer	\$142,671	\$148,378	\$154,016	\$159,253
Executive Level 2	Principal Lawyer	\$148,378	\$154,313	\$160,177	\$165,623
Executive Level 2	Principal Lawyer	\$154,806	\$160,998	\$167,116	\$172,798
Executive Level 2	Principal Lawyer	\$161,065	\$167,508	\$173,873	\$179,785

Work Value/Availability Barrier

Classification	Local Title	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	Special Counsel*	\$161,504	\$167,964	\$174,347	\$180,275

**Access to the Special Counsel designation can only be achieved where the Commissioner is satisfied that there is a need to undertake high level managerial responsibilities and/or high level technical legal skills in the Commission Legal Practice and the employee has the skills and experience to warrant movement to that local title.*

Eligibility Requirement

A.9 An employee is eligible for entry to the Legal Broadband if he or she is required to perform legal work and possesses a degree from an Australian tertiary institution or a comparable qualification and has been admitted, or is eligible for admission, as a legal practitioner of the High Court or the Supreme Court of an Australian State or Territory or the Commissioner decides that the employee's skills, qualifications and experience in relation to legal work are appropriate for entry.

Advancement through the soft barriers is subject to:

- a) sufficient work being available at the higher classification level; and
- b) the employee having gained the necessary skill and proficiencies to perform the more complex work; and
- c) the employee's performance being satisfactory.

PUBLIC AFFAIRS OFFICERS (PAO) BROADBAND

A.10 The following annual salary rates (pro-rata for part-time employees) will apply to Commission employees employed in the Public Affairs Officer local titles.

Classification	Local Title	As at 31 August 2023	From the later of commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS Level 4	PAO1	\$74,357	\$77,331	\$80,270	\$82,999
APS Level 4	PAO1	\$76,401	\$79,457	\$82,476	\$85,281
APS Level 4	PAO1	\$78,753	\$81,903	\$85,015	\$87,906
APS Level 4	PAO1	\$79,924	\$83,121	\$86,280	\$89,213

Soft Barrier – Work Value/Availability Barrier

Classification	Local Title	As at 31 August 2023	From the later of commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS Level 5	PAO1	\$81,661	\$84,927	\$88,155	\$91,152
APS Level 5	PAO1	\$83,161	\$86,487	\$89,774	\$92,826
APS Level 5	PAO1	\$86,224	\$89,673	\$93,081	\$96,245
APS Level 5	PAO1	\$87,208	\$90,696	\$94,143	\$97,344

Hard Barrier – Advancement subject to a merit process

Classification	Local Title	As at 31 August 2023	From the later of commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS Level 6	PAO2	\$89,445	\$93,023	\$96,558	\$99,841
APS Level 6	PAO2	\$93,546	\$97,288	\$100,985	\$104,418
APS Level 6	PAO2	\$98,885	\$102,840	\$106,748	\$110,378
APS Level 6	PAO2	\$101,896	\$105,972	\$109,999	\$113,739

Hard Barrier – Advancement subject to a merit process

Classification	Local Title	As at 31 August 2023	From the later of commencement of the Agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Executive Level 1	PAO3	\$111,445	\$115,903	\$120,307	\$124,398
Executive Level 1	PAO3	\$117,451	\$122,149	\$126,791	\$131,102
Executive Level 1	PAO3	\$121,975	\$126,854	\$131,674	\$136,151
Executive Level 1	PAO3	\$126,503	\$131,563	\$136,563	\$141,206
Executive Level 1	PAO3	\$134,421	\$139,798	\$145,110	\$150,044

Hard Barrier – Advancement subject to a merit process

Classification	Local Title	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	SPAO	\$138,546	\$144,088	\$149,563	\$154,648
Executive Level 2	SPAO	\$142,671	\$148,378	\$154,016	\$159,253
Executive Level 2	SPAO	\$149,130	\$155,095	\$160,989	\$166,462
Executive Level 2	SPAO	\$154,869	\$161,064	\$167,184	\$172,868

Eligibility Requirement

A.11 An employee is eligible for entry to the above PAO Broadband if they possess a degree in journalism, communications, marketing and/or public relations from an Australian tertiary institution or qualifications and/or work experience determined as comparable by the Commissioner and they are performing public affairs duties.

Advancement through the soft barriers is subject to:

- a) sufficient work being available at the higher classification level; and
- b) the employee having gained the necessary skill and proficiencies to perform the more complex work; and
- c) the employee's performance being satisfactory.

APPENDIX B - SUPPORTED WAGE SYSTEM

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

B.2 In this schedule:

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

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

disability support pension means the Commonwealth 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 award 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.

B.3 Eligibility criteria

B.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 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.

B.3.2 This 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.

B.4 Supported wage rates

B.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 relevant minimum wage
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

B.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.

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

B.5 Assessment of capacity

B.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

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

B.6 Lodgement of SWS wage assessment agreement

B.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.

B.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and Commission 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.

B.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent 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.

B.8 Other terms and conditions of employment

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

B.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 re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

B.10 Trial period

B.10.1 In order for an adequate assessment of the employee's capacity to be made, the Commission 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.

B.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.

B.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.

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

B.10.5 Where the Commission and the 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 B.5.1 and B.5.2.

SIGNATORIES

Employer covered by the Agreement

Signed for, and on behalf of, the Commonwealth of Australia represented by the NDIS Quality and Safeguards Commission

Signature: _____

Full name:

Address:

Authority:

Representative of employees covered by the Agreement

Signature: _____

Full name:

Address:

Authority: