



Australian Government

Department of the Prime Minister and Cabinet

# PM&C Enterprise Agreement 2021–2024

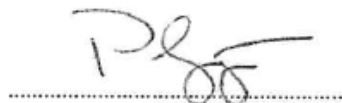
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## Signatories

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

### Employer

Signed for and on behalf of the Commonwealth of Australia



Philip Gaetjens  
Secretary of the Department of the Prime Minister and Cabinet  
One National Circuit Barton ACT 2600

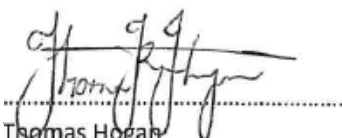
### Bargaining representative: Community and Public Sector Union

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



Beth Vincent-Pietsch  
Deputy Secretary  
Community and Public Sector Union  
40 Brisbane Avenue Barton ACT 2600

### Employee bargaining representative



Thomas Hogan  
Adviser  
One National Circuit, Barton ACT 2600

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## Definitions and Acronyms

<b>Agreement</b>	Department of the Prime Minister and Cabinet Enterprise Agreement 2021-24.
<b>APS</b>	Australian Public Service.
<b>APS employee</b>	An employee engaged under the PS Act.
<b>CLO</b>	Cabinet Liaison Officer.
<b>Compressed hours</b>	Where an employee's ordinary hours are compressed into fewer working days over an agreed period. Under this arrangement, ordinary hours must continue to be worked within the span of hours.
<b>De facto partner</b>	The de facto partner of an employee means: <ul style="list-style-type: none"><li>• a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes) and</li><li>• includes a former de facto partner of the employee.</li></ul>
<b>Delegate</b>	An employee or other person to whom the Secretary delegates a power or function under this Agreement.
<b>Dependant</b>	The dependant of an employee means: <ul style="list-style-type: none"><li>• an employee's spouse (or former spouse) or</li><li>• an employee's partner who stands in a bona fide domestic relationship with the employee or</li><li>• a child or parent of the employee, or of the spouse/partner (or former spouse/partner) of the employee being a child or parent or other person who ordinarily resides with the employee and who is wholly or substantially dependent upon the employee.</li></ul>
<b>DLO</b>	Departmental Liaison Officer.
<b>Employee</b>	An individual employed under the PS Act and paid by PM&C through the payroll system, whose employment is covered by this Agreement.
<b>FW Act</b>	<i>Fair Work Act 2009.</i>
<b>Family</b>	Family or immediate family means: <ul style="list-style-type: none"><li>• a spouse (or former spouse) or de facto partner of the employee</li><li>• a child (including an adopted child, step child, foster child or an ex-nuptial child) of the employee</li><li>• parent, grandparent, grandchild or sibling of the employee</li><li>• a child (including an adopted child, step child, foster child or an ex-nuptial child) of the employee's spouse (or former spouse) or de facto partner</li><li>• a parent, grandparent, grandchild or sibling of a spouse (or former spouse) or de facto partner of the employee</li><li>• a member of the employee's household or</li><li>• traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.</li></ul>

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<b>HDA</b>	Higher Duties Allowance.
<b>LSL Act</b>	<i>Long Service Leave (Commonwealth Employees) Act 1976.</i>
<b>Manager</b>	Immediate manager, or next level manager where appropriate.
<b>ML Act</b>	<i>Maternity Leave (Commonwealth Employees) Act 1973.</i>
<b>NES</b>	National Employment Standards, as set out in the FW Act.
<b>Non-ongoing</b>	Refers to the engagement of employees for either a specified term or for the duration of a specified task; or for duties that are irregular or intermittent as provided in sections 22(2)(b) and (c) of the PS Act.
<b>Ongoing</b>	Refers to the ongoing engagement of employees as provided in section 22(2)(a) of the PS Act.
<b>PM&amp;C</b>	The Department of the Prime Minister and Cabinet.
<b>PS Act</b>	<i>Public Service Act 1999.</i>
<b>SES employee</b>	Senior Executive Service employee and equivalent.
<b>Shift Worker</b>	Employees who are rostered to perform ordinary hours of work outside the span of hours, and/or on Saturdays, Sundays or public holidays for an ongoing or fixed period.
<b>Span of hours</b>	Normally 7 am to 7 pm Monday to Friday, unless varied by formal agreement between the employee and Delegate.
<b>Substantive classification</b>	The classification level an APS employee was engaged at, or last promoted to.
<b>SWS</b>	Supported Wage System.
<b>TOIL</b>	Time off in lieu.
<b>VR</b>	Voluntary redundancy.
<b>WPI</b>	Wage Price Index. The WPI broadly measures changes in the wages paid by Australian employers to employees. The WPI is compiled and published quarterly by the Australian Bureau of Statistics. The applicable WPI for remuneration adjustments under this Agreement is the WPI – Private Sector.
<b>WPI – Private Sector Adjustment</b>	The Wage Price Index – Private Sector is the percentage adjustment in line with the year to date percentage change in the WPI for the Private Sector from the most recently released June quarter. <i>The Australian Public Service Commission (APSC) publishes advice each year on the applicable WPI Private Sector figure that is released by the Australian Bureau of Statistics, applying to remuneration adjustments payable from 1 September to 31 August the following year.</i>
<b>ZoD</b>	Zone of discretion.

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## Section 1 – Scope and Operation

### Title and coverage

1. This Agreement is the Department of the Prime Minister and Cabinet Enterprise Agreement 2021-2024.
2. This Agreement is made under s172 of the FW Act. It covers and applies to the Secretary of PM&C (on behalf of the Commonwealth) and APS employees in PM&C, except for substantive SES employees and SES-equivalents.

### Commencement and duration of this Agreement

3. This Agreement will commence on 2 August 2021 or seven days after approval by the Fair Work Commission, whichever is the later, and will nominally expire three years from the commencement date.

### Consultation

4. The consultation term on major change or changes to ordinary hours of work or rostered arrangements for this Agreement is set out in [Attachment A](#).
5. PM&C is committed to consulting with employees and their representatives on any matters, and the development or review of any policies, related to the operation of this Agreement.
6. PM&C will establish a Consultative Committee as a key mechanism for employee consultation on any matters and policies related to the operation of this Agreement. Other mechanisms may include all staff meetings and direct discussions with employees. The Consultative Committee will operate according to its Terms of Reference.

### Employee representation

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

### Dispute resolution

11. The term for dealing with disputes for this Agreement is set out in [Attachment B](#).

### Individual Flexibility Arrangements

12. The Delegate and an employee may agree to make an Individual Flexibility Arrangement to vary the effect of certain terms of this Agreement, where the arrangement meets the genuine needs of, and is agreed by, both the Delegate and the employee. An Individual Flexibility Arrangement must comply with the flexibility term set out in [Attachment C](#).

### Commonwealth legislation

13. This Agreement does not affect employee entitlements contained in Commonwealth legislation. Commonwealth employment laws continue to apply according to their terms.
14. This Agreement will be read in conjunction with the NES. Where there is inconsistency between this Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

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## Human Resource Delegations and policies

15. The Secretary may delegate an employee or other person to perform any of the Secretary's powers or functions under this Agreement.
16. PM&C policies and procedures support the operation of this Agreement but do not form part of this Agreement. To the extent of any inconsistency, this Agreement prevails.



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## Section 2 – Performance and development

### Performance

17. PM&C is an outcomes driven organisation where employees and managers are encouraged to engage in regular conversations about expectations and feedback, to enable PM&C to deliver on its purpose and facilitate ongoing professional development.
18. All employees are required to participate in the Performance Framework. The Performance Framework adopts a strengths-based approach and the principles of equity, transparency and procedural fairness.
19. If employees are not performing consistently at the required standard, in the first instance they will be supported to improve and maintain their performance. Where relevant, the employee's fitness for duty will be assessed and taken into account.

### Professional development

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

### *Professional memberships*

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

### *Studies assistance*

22. Employees may, subject to Delegate approval, access the following to undertake accredited study relevant to PM&C and APS priorities:
  - up to \$7,000 per financial year for approved course fees, normally on a reimbursement basis, and/or
  - paid study leave of up to six hours per week during study periods.
23. Aboriginal and Torres Strait Islander employees may also:
  - access up to an additional six hours paid study leave per week during study periods, and/or
  - have their fees covered for study to obtain pre-requisite qualifications for entry into a tertiary institution to pursue a tertiary qualification.

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## Section 3 – Flexibility and hours of work

### Flexible work

24. PM&C supports and recognises the benefits of offering flexibility in how, when and where work is performed.
25. Flexible work options may include (but are not limited to) varied attendance patterns, part-time work, job sharing, compressed hours and working remotely or from home. Flex-time and TOIL are mechanisms that can be used to facilitate flexible work, where appropriate.
26. All employees may seek, discuss and agree flexible work options with their manager and, where required, must seek Delegate approval.
27. Managers and Delegates will consider all requests for flexible work, taking into account operational requirements and the employee's personal circumstances, and provide a response within 21 days. Where a request is declined, the reasons will be provided to the employee in writing.
28. Employees returning from parental leave with care of a school age child or younger will have requests for flexible work (including part-time work) approved unless the arrangements cannot be accommodated under any operational circumstances.
29. All flexible work agreements must be reviewed at least annually or more regularly if business or personal needs change.
30. Short-term absences, including full days, may be facilitated through flexible work rather than leave.
31. Employees with approval to work remotely or from home will be supplied with equipment and materials required to perform their role.
32. The flexible work provisions provided under this Agreement do not reduce an employee's entitlement to formally request flexible work arrangements under the NES.

### Part-time work

33. The Delegate will consider requests for part-time work (and job-share) in the context of operational requirements and the employee's individual circumstances, including whether the employee has caring responsibilities.
34. The daily pattern of hours for employees with a part-time work agreement will be a minimum of three continuous hours, unless otherwise agreed by the employee and Delegate.
35. Salary and allowances are calculated on a pro rata basis for employees with a part-time work agreement, except for expense-related allowances or reimbursements.
36. Payment of salary during leave for an employee with a part-time work agreement will be for their ordinary hours, except for long service leave which is calculated in accordance with the LSL Act.
37. Where APS 1–6 Level employees with a part-time work agreement are directed by the Delegate to work beyond their ordinary hours (within the span of hours) they will accrue flex-time or may elect to be paid for these at their normal hourly rate.
38. If there is a need for regular or ongoing variations to an employee's part-time working pattern, a revised part-time work agreement is required.
39. Employees with a part-time work agreement may revert to full-time at the end of the agreed period (noting agreements must be reviewed at least annually), or earlier if full-time work is available and the Delegate agrees.

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## Hours of work

### Ordinary hours

40. Ordinary hours of work are 7 hours and 36 minutes per day (38 hours per week) for full time employees, or for employees with a part-time work agreement the hours set out in the agreement.
41. Managers and employees are mutually responsible for discussing a regular pattern of hours and workload requirements, to achieve organisational priorities and support individual and team wellbeing.
42. Employees may vary their work pattern across the 7am to 7pm span of hours Monday to Friday, as agreed with their manager.
43. The 7am to 7pm Monday to Friday span of hours may be formally varied to an alternative 12-hour period by agreement between the employee and Delegate. Work performed within the alternative span of hours will not attract overtime or TOIL.
44. Where agreement cannot be reached on a regular pattern of hours, or an employee's attendance is unsatisfactory, the Delegate may require the employee to work standard hours. This does not reduce an employee's entitlement to request flexible work under the NES.
45. Standard hours are 7 hours 36 minutes per day for full-time employees, worked from 8.30am–12.30pm and 1.30pm–5.06pm Monday to Friday; or for employees with a part-time work agreement the hours set out in the agreement.
46. Employees who are going to be absent or later than usual must advise their manager as soon as practicable, ideally within two hours of their usual starting time.
47. Where the Delegate determines an employee's absence from work is unauthorised, the absence will be unpaid and will not count as service for any purpose, unless otherwise required by law.

### Additional Hours

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

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

50. APS 1–6 Level employees must record their attendance in PM&C's timekeeping system for manager approval.
51. APS 1–6 Level employees who work more or less than their ordinary hours within the span of hours will incur a one-for-one flex credit or debit.
52. Accrued flex credits should be taken as soon as practicable, subject to operational requirements and by agreement between the employee and manager.
53. Where an employee's flex credit exceeds 38 hours (pro-rata for part-time), or they have a flex debit of 7 hours 36 minutes or more, they must agree a plan with their manager to return their balance within these parameters over the next four weeks.

## TOIL (Executive Level employees)

54. Managers may grant Executive Level employees reasonable TOIL where they have:
  - worked significant additional hours for sustained or intense periods, involving high-levels of productive effort and contribution to PM&C priorities, or

- 
- been directed by the manager to work on weekends, public holidays, or to return to work without an eight-hour break.

55. TOIL is not granted on an hour for hour basis.

56. TOIL should be taken as soon as practicable, subject to operational requirements and by agreement between the employee and manager.

## Overtime

57. APS 1-6 Level employees will be paid overtime where they are directed by the Delegate to undertake work:

- outside the span of hours, or
- on public holidays or during Christmas closedown, or
- without an eight-hour break between work days.

58. Executive Level employees are only eligible for overtime in exceptional circumstances, including where they have been directed to undertake work without an eight-hour break or during Christmas closedown, or as otherwise determined by the Delegate.

59. Overtime is paid as follows:

- a. Monday to Saturday – time and a half for the first three hours and double time for each hour thereafter.
- b. Sunday – double time.
- c. Public Holidays – within ordinary hours, normal salary plus time and a half  
– outside ordinary hours, double time and a half.

*Except for an employee whose normal work location is South Australia and it is a public holiday solely because it is a Sunday under the Holidays Act 1910 (SA).*

60. The minimum overtime payment is one hour. After the first hour, if less than a whole hour is worked, payment will be calculated up to the next full hour. Where overtime is not continuous with an employee's normal work pattern, overtime payment will include reasonable travel time to and from work (if travel is required).

61. An employee who chooses to work additional hours on a weekend without direction from the Delegate, or has agreement to vary their span of hours to work on a weekend, will not be paid overtime for this work.

## Eight-hour break

62. Employees are entitled to an eight-hour break, plus reasonable travel time to and from work (where required), between working days. Where the eight-hour break results in absence for part or all of their next working day, the employee will not be required to make up those hours and their salary will be unaffected.

63. The Delegate may direct an employee to return to work without an eight-hour break, plus reasonable travel time, for urgent or high priority work. Where this occurs employees will be paid overtime until they are able to take an eight-hour break.

## Recognition of travel time

64. Employees undertaking approved official travel outside of their ordinary hours (but not performing work) will have the time spent in transit recognised as follows:

- APS 1-6 employees will accrue flex-time.
- Executive Level employees may be granted TOIL (noting TOIL is not claimed on an hour for hour basis).

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65. Where flex or TOIL is claimed, the time normally spent travelling to and from work should be deducted from the time spent in transit.
  66. Overtime provisions only apply to employees undertaking official travel where they are directed by the Delegate to perform work during transit.

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## Section 4 – Remuneration and classifications

### Salary and annual adjustments

67. Employees will be paid fortnightly by electronic funds transfer into a financial institution account of their choice. The fortnightly rate of pay is calculated using the annual rate of pay, multiplied by 12, divided by 313.
68. The salaries of eligible employees will be adjusted by the WPI – Private Sector Adjustment on:
- the commencement date of this Agreement
  - 12 months from the date of commencement, and
  - 24 months from the date of commencement.
69. Salary rates prior to commencement of this Agreement are set out below.

	APS 1	APS 2	APS 3	APS 4	APS 5	APS 6	EL 1	EL 2
<b>1<sup>st</sup> pay point</b>	\$48,966	\$57,512	\$64,226	\$69,865	\$77,139	\$85,320	\$109,644	\$127,617
<b>2<sup>nd</sup> pay point</b>	\$51,765	\$58,912	\$65,803	\$71,814	\$78,783	\$89,546	\$114,750	\$135,706
<b>3<sup>rd</sup> pay point</b>	\$53,540	\$60,155	\$66,898	\$73,103	\$80,625	\$92,924	\$119,856	\$143,767
<b>Max pay point</b>	-	\$61,286	-	\$74,718	\$82,468	\$95,880	\$124,963	\$151,885
<b>ZoD</b>	-	-	-	-	-	\$95,881 - \$105,030	\$124,964 - \$133,647	\$151,886 - \$160,847

### Annual pay point advancement

70. Employees (excluding casuals and employees undertaking entry level programs) will advance to the next highest pay point for their substantive classification on 1 August each year if they have not reached the maximum pay point and:
- they have been at their current substantive pay point for at least 3 months, and
  - they are performing at the expected standard for their substantive classification level, as determined by their manager through the Performance Framework.
71. The Delegate may advance an employee two or more pay points on 1 August (at the time of annual salary advancement) where they have determined that the employee has demonstrated and sustained high performance.

### Salary on engagement, promotion or movement

72. An employee's salary on engagement or promotion will be at the first pay point for the relevant classification, unless a. b. or c. apply:
- The Delegate may approve a higher pay point (up to the maximum pay point for the relevant classification) based on relevant experience, qualifications or skills.
  - Existing APS employees moving to PM&C (on a temporary or permanent basis) with a current base salary at or below the maximum PM&C pay point for their classification will have their salary:
    - matched where it aligns with a PM&C pay point, or
    - where it does not align, set at the next highest pay point of the PM&C pay scale.
  - Existing APS employees moving to PM&C (on a temporary or permanent basis) with a current base salary exceeding the maximum PM&C pay point for the relevant classification will have their

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salary matched, and will not be eligible for salary increases until their salary is at or below the maximum pay point for their classification.

### **Zone of Discretion**

73. The ZoD is a salary range above the maximum pay point for each of the APS 6–EL 2 classifications. In exceptional circumstances, the Delegate may set a salary for an existing or prospective APS 6–EL2 employee within the ZoD.

### **Salary sacrifice**

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

### **Superannuation**

75. PM&C will make compulsory employer superannuation contributions as required by applicable legislation and fund requirements. Contributions will be made to PM&C's default fund unless the employee formally elects a complying Super Choice fund.
76. The Delegate may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer.
77. Where employer contributions are paid to the Public Sector Superannuation accumulation plan (PSSap) or a complying Super Choice fund the employer contribution will be 15.4 per cent of the Fortnightly Contribution Salary.
78. Employer superannuation contributions will not be paid during periods of unpaid leave that do not count as service, unless otherwise required by law.
79. Employer contributions to superannuation will not be reduced by any other contributions to superannuation made by the employee through salary sacrifice arrangements.

### **Graduates**

80. Graduates are engaged in the Graduate APS 3–5 broadband, normally at the first APS 3 pay point.
81. The broadband spans from the first pay point for the APS 3 classification to the maximum pay point for the APS 5 classification. Graduates progress through the broadband where the Delegate determines the requirements of the Graduate Program have been met.

### **Trainees**

82. Trainees undertake an approved training course and are paid a percentage of the first pay point of the APS 1 classification. The salary percentage will be determined by the Delegate, with regard to hours of work and time spent in training. The minimum salary percentage will be equivalent to the hours worked.
83. On successful completion of training, trainees will move to the full rate of the APS 1 first pay point, or at the *Australian Public Service Enterprise Award 2015* APS 1 rate if that rate is higher.

### **Supported wage system**

84. Supported wage rates may apply to employees with a disability who are eligible for consideration under the SWS set out in [Attachment D](#).

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## Section 5 – Allowances and reimbursements

### Higher duties allowance

85. Where the Delegate has assigned higher duties to an employee for three weeks or more (inclusive of public holidays), the employee will be paid HDA at the difference between the employee's base salary and the first pay point of the higher classification. The Delegate may determine a higher pay point in exceptional circumstances.
86. An employee assigned higher duties at the SES classification level for three weeks or more (inclusive of public holidays) will be paid HDA at a higher salary determined by the Delegate.
87. HDA is payable during periods of paid leave where the HDA would have otherwise continued.

### Workplace responsibility allowances

88. Employees appointed by the Delegate and performing the role of First Aid Officer, Fire Warden, Health and Safety Representative or Harassment Contact Officer will be paid a fortnightly allowance.
89. An allowance rate of \$32.35 will apply on commencement of this Agreement and be adjusted by WPI – Private Sector Adjustment 12 and 24 months from the date of commencement. Where employees hold two or more of these roles simultaneously, they will be paid a single allowance rate.

### DLO and CLO allowance

90. Employees appointed by the Delegate and performing the role of DLO (for the Minister's office) or CLO will receive an annual allowance, paid fortnightly.
91. An allowance rate of \$20,448 will be adjusted by WPI – Private Sector Adjustment on commencement of this Agreement and 12 and 24 months from the date of commencement.
92. The allowance is payable during periods of paid leave.

### On call allowance

93. Where an employee is directed by their manager to be contactable and available to work outside the span of hours, the Delegate may approve payment of an on call allowance.
94. A weekly on call allowance rate of \$398 will be adjusted by WPI – Private Sector Adjustment on commencement of this Agreement and 12 and 24 months from the date of commencement.
95. Employees required to be on call for a period of less than one week will be paid on a pro-rata basis for each 24-hour period.
96. Employees will only be required to be on call for a maximum of 14 days in any 28-day period (calendar days).
97. If employees are on call and recalled to work (in the office or remotely):
  - APS 1-6 employees will be paid overtime and a minimum payment of one hour will apply.
  - Executive Level employees will normally be granted TOIL, or paid overtime if the Delegate determines there are exceptional circumstances.

### Travel expenses

98. Where employees are required to travel for work, the reasonable costs of travelling, accommodation, meals and other incidental expenses will be covered by PM&C.
99. The preferred method of payment is Government credit card. Where this is not practicable an allowance will be paid, normally in advance, at the rates set out by the Australian Taxation Office.



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

#### *Motor vehicle allowance*

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

#### **Relocation assistance**

102. Where current or prospective employees are relocating for a role with PM&C, the Delegate may approve financial relocation assistance.

#### **Reimbursements**

##### *Carer's costs*

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

##### *Loss or damage to clothing and/or personal effects*

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

##### *Financial retirement advice*

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

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## Section 6 – Leave

### Notice and approval of leave

106. Employees taking personal/carer's leave, community service leave, compassionate leave or parental leave are required to give notice to the Delegate as soon as practicable.
107. Delegate approval of all other leave types is required prior to taking the leave, unless it is impractical to do so. Delegate approval is subject to operational requirements, with consideration given to individual circumstances.

### Leave counting and not counting for service

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

### Recall to duty or cancellation of leave

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

### Annual leave

112. Employees receive four weeks paid annual leave for each year of service (pro-rata for part-time), accrued daily.
113. Employees with a balance of eight weeks or less annual leave may take the annual leave at half pay.

### *Excess annual leave*

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

### *Annual leave cash-out*

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

### Purchased leave

120. Employees, subject to Delegate approval, may purchase up to eight weeks additional leave (pro rata for part-time) for each 12-month period, where they do not have an excess annual leave balance. Purchased leave must be taken within 12 months of the initial date of purchase.

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## Christmas closedown

121. Christmas closedown is the period from the end of the last working day before Christmas day to the start of the first working day after New Year's day.
122. Employees are not required to take leave and are not normally required to work during Christmas closedown, and will continue to be paid for their ordinary hours during this period.
123. In exceptional circumstances, employees may be directed by the Delegate to work during Christmas closedown. Where this occurs APS 1-6 employees will be paid overtime. Executive Level employees may be paid overtime in recognition of the exceptional circumstances or receive TOIL at a rate equivalent to the overtime multiplier.

## Public holidays

124. Employees will not normally be required to work on public holidays provided by the FW Act for the relevant state/territory in their normal work location, and will be paid for their ordinary hours.
125. Employees may refuse a request to work on a public holiday on reasonable grounds.
126. If under a state or territory law, a day or part day is substituted for a public holiday, then the substituted day or part day is the public holiday.
127. Managers and employees may agree to substitute a public holiday for a cultural or religious day of significance to the employee.
128. Where a public holiday falls during a period of paid personal/carer's leave or annual leave, employees are paid for their ordinary hours and no leave deductions will be made.
129. Where a public holiday falls during long service leave or paid parental leave, payment will be in accordance with the entitlement for that form of leave (e.g. if leave is at half pay, payment is on half pay). There is no entitlement to receive payment as a public holiday.

## Personal/Carer's leave

130. Ongoing employees are credited 18 days paid personal/carer's leave in advance for each Year of Service (pro rata for part-time):
  - New ongoing APS employees receive their credit on their PM&C start date, then a further 18 days on each subsequent anniversary of that date.
  - Existing ongoing APS employees moving to PM&C receive a pro rata credit in advance for the period between their PM&C start date and their next APS Anniversary Date, then a further 18 days on each subsequent APS Anniversary Date.
131. Non-ongoing employees accrue 18 days of paid personal/carer's leave progressively for each Year of Service, credited daily (pro rata for part-time).
132. Where employees have more than 30 days that do not count as service in a Year of Service, their accrual of personal/carer's leave will be reduced proportionately.

**Year of Service** means the period of 365 days (or 366 days in a leap year) starting on the employee's APS Anniversary Date and concluding the day before the next APS Anniversary Date.

**APS Anniversary Date** means the anniversary of the date the employee commenced in the APS.
133. Employees are entitled to take personal/carer's leave where they are:
  - ill or injured, or
  - required to provide care or support for members of the employee's family or household because of a personal illness or injury of the member or an unexpected emergency affecting the member.

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134. Employees must provide a medical certificate or, where this is not practical a statutory declaration or other supporting evidence acceptable to the Delegate, in the following circumstances:

- Personal/carer's leave absence of three or more consecutive working days, unless the Delegate informs the employee that it is not required.
- Following advice from the Delegate that they are required to provide evidence for future personal/carer's leave absences.

135. Where employees have exhausted their paid personal/carer's leave they are entitled to two days unpaid carer's leave each time a family member or household member needs care because of illness, injury or an unexpected emergency.

136. In exceptional circumstances, the Delegate may grant additional half pay personal/carer's leave to employees where they have used all of their personal/carer's leave and provide supporting evidence.

### **Compassionate leave**

137. Employees are entitled to three days paid compassionate leave on each occasion where a member of the employee's family or household:

- contracts or develops an illness or injury that poses a serious threat to their life, or
- dies.

### **Leave for employees affected by family, domestic and/or intimate partner violence**

138. PM&C is committed to providing maximum support to employees affected by or at risk of experiencing family, domestic and/or intimate partner violence.

139. PM&C will take an approach appropriate to individual circumstances.

140. Employees requiring time off work have access to a range of leave options including miscellaneous leave, personal/carer's leave and/or flexible working arrangements which may include flex-time or TOIL.

141. Matters of family, domestic and intimate partner violence will be treated confidentially, unless otherwise required by law, with the employee's privacy and safety paramount.

142. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.

### **Parental leave**

#### *Eligibility for parental leave (paid and unpaid)*

143. Employees with at least 12 months continuous qualifying service (as defined in section 6 of the ML Act) may be eligible for the relevant paid parental leave type set out below.

144. Employees who have not completed 12 months continuous qualifying service when their parental leave commences are eligible for unpaid parental leave.

145. Employees who complete 12 months continuous qualifying service during the first 14 weeks (or seven weeks for supporting partner leave) of their unpaid parental leave are entitled to paid parental leave for the balance of the 14 weeks (or seven weeks for supporting partner leave).

146. Non-ongoing employees engaged for a specified term or task may qualify for parental leave (paid or unpaid). Parental leave for non-ongoing employees will be granted up to the end date of their employment.

#### *General parental leave provisions*

147. All paid parental leave types will count as service for all purposes.

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148. Unpaid parental leave types will not count as service, except for employees without 12 months continuous qualifying service. In such cases, up to 14 weeks of unpaid maternity, adoption, foster, permanent care and primary carer's leave, or seven weeks for supporting partner leave, will count for service.
149. Payment for paid parental leave types can be spread over a longer period (up to double the full pay equivalent period). When paid over a longer period, only the full pay equivalent period will count as service.
150. Parental leave can be used in conjunction with other forms of leave.
151. A period of parental leave is not broken or extended by public holidays or Christmas closedown.

### *Maternity leave*

152. Employees who are pregnant are eligible for 14 weeks paid maternity leave. This is made up of 12 weeks paid maternity leave (provided under the ML Act) and an additional two weeks paid leave for maternity purposes. The additional two weeks must immediately follow the first 12 weeks.
153. Employees may also access up to 52 weeks unpaid maternity leave, reduced by any period of paid maternity leave and paid leave for maternity purposes. The 52-week period commences from the start of the maternity leave or the birth of the child, whichever is earlier.

### *Adoption, Foster and Permanent Care Order Leave*

154. Employees with primary caring responsibilities are eligible for 14 weeks paid leave, where they:
- are the adoptive parent of a newly-adopted child, or
  - enter into a long-term formal fostering arrangement to be the primary carer of a foster child, or
  - are granted custody and guardianship of a child, as a result of a permanent care order.
155. To be eligible the child must be under 16 years of age at the date of placement.
156. Employees may also access up to 12 months unpaid leave, reduced by any period of paid adoption, foster or permanent care order leave taken.
157. The leave will commence from the date of placement of the child.
158. Eligibility for this leave extends to traditional adoption arrangements for Aboriginal and Torres Strait Islander employees.
159. Employees may take two days unpaid pre-adoption leave to attend interviews or examinations required to obtain approval to adopt a child, where their paid leave credits are insufficient.

### *Primary carer's leave*

160. Employees who have primary carer responsibilities and are ineligible for paid maternity, adoption, foster or permanent care order leave, are eligible for 14 weeks paid primary carer's leave immediately following the birth of a child.
161. Employees may also access up to 12 months' unpaid leave, reduced by any period of paid leave taken.

### *Supporting partner leave*

162. Employees who do not have primary carer responsibilities are eligible for seven weeks paid supporting partner leave, to be taken within 12 months of the birth or placement of their dependent child.
163. Employees are not eligible for supporting partner leave where they have accessed another paid parental leave type following birth or placement.

### *Additional unpaid parental leave beyond the first 12 months*

164. Employees are entitled to unpaid parental leave for a further period of up to 12 months, immediately following the end of the initial 12 month or 52 week period, totalling 24 months of leave.

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165. This additional period is not extended by periods of paid leave taken within the period.

#### *Return from parental leave*

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

#### **Long service leave**

167. Employees may become eligible for LSL, in accordance with the LSL Act.

168. LSL may be taken at full and half pay.

169. The minimum period of long service leave that can be taken is seven calendar days at full pay, or 14 calendar days at half pay. Long service leave cannot be broken by other leave types unless otherwise provided by legislation.

#### **Cultural and ceremonial leave**

170. Employees may access the following leave to meet cultural and/or ceremonial obligations, including to recognise the traditional roles and obligations of Aboriginal and Torres Strait Islander people to participate in cultural and ceremonial activities:

- Up to three days leave with pay (pro rata for part-time) each financial year to participate in activities associated with their culture or ethnicity.
- Up to one full day leave with pay each financial year to participate in NAIDOC Week celebrations.
- Up to a total of two months leave without pay each financial year to fulfil cultural obligations.

#### **Community service leave**

171. Employees are entitled to leave to engage in eligible community service activity (voluntary emergency management or jury service). With the exception of jury duty, community service leave is normally unpaid. Miscellaneous leave with pay may be granted for emergency or crisis response.

172. Employees required to attend jury service will be paid for their ordinary hours. Where employees receive jury service pay, the full amount must be repaid to PM&C.

173. Where employees engage in a voluntary emergency management activity, including training and ceremonial duties, the period of leave consists of the time spent undertaking the activity plus any reasonable travel and recovery time.

174. Paid community service leave counts as service.

175. Unpaid community service leave counts as service except for long service leave purposes. The Delegate may determine that it does count for long service leave purposes on a case-by-case basis.

176. PM&C will adopt any APS-wide arrangements relating to community service leave for emergency and crisis response.

#### **Defence related leave**

##### *Defence reserve leave*

177. Employees will be granted leave to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.

178. Employees are entitled to leave with pay, of up to four weeks during each financial year, and an additional two weeks paid leave in the first year of ADF Reserve Service, for the purpose of fulfilling service in the ADF Reserve.

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179. With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years.
180. Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts as service for all purposes except annual leave.
181. Employees are not required to pay their tax-free ADF Reserve salary to PM&C.
182. PM&C will adopt APS-wide arrangements relating to reservists called out for emergency and crisis response.

#### *Defence service sick leave*

183. Employees who are unfit for duty due to a war-caused or defence-caused condition are entitled to Defence service sick leave of nine weeks on commencement in the APS and an annual credit of three weeks for each year of APS service. Unused credits will accumulate to a maximum of nine weeks.
184. Delegate approval is subject to the provision of a letter from the Department of Veterans' Affairs confirming the condition is war-caused or defence-caused within the meaning of relevant legislation.

#### **Miscellaneous leave**

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

#### **Leave portability and recognition of prior service**

189. Where employees join PM&C (either on a temporary or permanent basis) from an employer staffed under the PS Act, the *Parliamentary Service Act 1999* or from the ACT Government, accrued annual leave and personal/carer's leave credits will be transferred/recognised (however described) provided there is no break in service. This will exclude leave paid out on separation from the previous employer.
190. An employee may, subject to Delegate approval, have previous government service recognised for personal/carer's leave purposes where there has been no break in service greater than two months. For the purposes of this clause, Government service is as defined in the LSL Act.

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## Section 7 – Conditions of Engagement and Separation

### Probation

191. The probationary period for new ongoing employees is six months unless determined otherwise by the Delegate, as set out in the employment offer.

### Entry level programs

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

### Casual employees

193. Casual employees are engaged on a non-ongoing basis to perform irregular or intermittent duties and will be paid a loading of 20% in lieu of paid leave entitlements (other than long service leave), public holidays not worked, notice of termination of employment, and redundancy benefits, in addition to their hourly rate of salary.

194. Casual employees are ineligible for flex-time, TOIL and annual pay point advancement.

195. Overtime for casual employees is paid for work performed beyond the agreed daily working hours, or in excess of 38 hours in a week. Casual loading is not paid during periods of overtime.

196. Casual employees may access two days unpaid personal/carer's leave for each occasion when an immediate family member or household member of the employee needs care and support because of illness, injury or an unexpected emergency.

197. Casual employees are entitled to three days unpaid compassionate leave on each occasion where a member of the employee's immediate family or household contracts or develops an illness or injury that poses a serious threat to their life, or dies.

### Shift workers

198. Employees defined as shift workers will be paid the applicable salary rate for their classification under this Agreement and receive paid penalty rates as set out in the *Australian Public Service Enterprise Award 2015*.

199. Where a shift worker performs ordinary duties outside of the span of hours and on at least one day on Saturday or Sunday for an ongoing or fixed period, they are entitled to an additional week of annual leave for each year of service.

### Resignation

200. Employees may resign from their employment by giving a minimum of two weeks notice in writing to their manager, unless the manager agrees to a shorter period. Employees will receive final monies on cessation of employment.

### Payment upon death of an employee

201. Where an employee dies, or the Delegate determines that the employee is assumed to have died on a particular date, the Delegate will authorise payment of all leave entitlements otherwise payable on resignation or age retirement to their next of kin, subject to any legal requirements. Where the employee has not nominated a next of kin, payment will be made to the employee's legal representative.



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## Section 8 – Management of excess employees

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

### Meaning of excess employee

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

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

### Notification of being potentially excess

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

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

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

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

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

### Declaration of excess

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

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

209. The Delegate will provide the options of redeployment and voluntary redundancy to an excess employee, as detailed below.

### Redeployment

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

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

212. An employee seeking redeployment may choose to:

- be referred to the APS redeployment register, and/or
- access career transition assistance through a recognised provider. PM&C will meet reasonable costs associated with these services.

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

#### *Retention period*

214. An excess employee will commence a retention period of seven months on the day the employee is formally advised in writing by the Delegate that they are an excess employee.

215. If an excess employee is entitled to a redundancy payment in accordance with the NES the retention period is reduced by the number of weeks redundancy pay that the employee is entitled to under the FW Act on termination of employment.

216. The retention period and notice period may be extended by any periods of paid personal/carer's leave not exceeding six months that impact the redeployment process and are supported by medical evidence.

217. During the retention period, the Delegate:

- will continue to take reasonable steps to find alternative suitable employment for the excess employee, and/or
- may reduce the excess employee's classification as a means of securing alternative employment, after giving 28 calendar days notice to the employee.

218. If an employee's classification is reduced during the retention period the employee will continue to be paid at their substantive base salary immediately prior to the reduction in classification, for the balance of the retention period.

219. Where the Delegate determines there is insufficient productive work available for the excess employee during the retention period, the Delegate may, with the agreement of the excess employee, terminate the employee's employment under section 29 of the PS Act during the retention period on the grounds that they are excess to requirements and pay the balance of the retention period as a lump sum.

220. On termination, the employee will be paid a lump sum comprising:

- the balance of the retention period (as shortened by the number of weeks redundancy pay the employee is entitled to under the NES) and this payment will be taken to include the payment in lieu of notice of termination of employment, and
- any redundancy payment to which the employee is entitled to under the NES.

### **Voluntary Redundancy**

#### *Offer of voluntary redundancy*

221. An excess employee not seeking redeployment, or an employee who has been invited to and expressed interest in a VR, will be made a single VR offer in writing and given 30 calendar days to consider, commencing the day after the offer is made.

222. When an employee is offered a VR, they will be given information on the:

- amount of their severance pay and the indicative value of the balance of any annual leave and long service leave credits
- details regarding superannuation
- likely taxation rules applying to the various payments
- length of notice the employee is entitled to, and
- availability of career advisory services.

#### *Period of notice for termination*

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

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

224. Where an employee requests and the Delegate agrees, or where the Delegate directs an earlier termination date within the notice period, the employee's employment will be terminated under section 29 of the PS Act on that date. The employee will receive payment in lieu of notice for the unexpired portion of the notice period on the basis of:

- the employee's current ordinary hours of work
- the amounts payable to the employee in respect of those hours, e.g. allowances, and
- any other payments under the employee's contract of employment except for accruals that would have occurred had the person remained as an employee during the relevant notice period.

### *Severance benefit*

225. An employee who accepts a VR and has their employment terminated by the Delegate under section 29 of the PS Act on the grounds that they are excess to requirements is entitled to 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.

226. The minimum amount payable will be four weeks salary and the maximum will be 48 weeks salary, subject to any minimum amount the employee is entitled to under the NES.

227. Severance payments will be calculated on a pro-rata basis for any period where they have worked part-time hours during their period of service and where they have less than the equivalent of 24 years full-time service.

228. Service for severance pay purposes means:

- service in PM&C
- Government service as defined in section 10 of the LSL Act
- service with the Commonwealth (other than service with a joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes
- service with the Australian Defence Forces
- APS service immediately preceding deemed resignation under the repealed Section 49 of the repealed *Public Service Act 1922* if the service has not previously been recognised for severance pay purposes, and
- service in another organisation where the employee was moved from the APS to give effect to an administrative re-arrangement; or an employee of that organisation is engaged as an APS employee as a result of an administrative re-arrangement, and such service is recognised for long service leave purposes.

229. Service that will not count as service for severance pay purposes is any period of service which ceased through termination on the following grounds:

- the employee lacks, or has lost, an essential qualification for performing their duties
- non-performance or unsatisfactory performance of duties
- inability to perform duties because of a physical or mental incapacity
- failure to satisfactorily complete an entry level program or training
- failure to meet a condition of engagement imposed under subsection 22(6) of the PS Act
- breach of the Code of Conduct
- any other ground prescribed by the Public Service Regulations

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- on a ground equivalent to those above under the repealed *Public Service Act 1922*
  - through voluntary retirement at or above the minimum retiring age applicable to the employee
  - with the payment of a retrenchment benefit or similar payment or an employer financed retirement benefit.

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

- the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer, or
- the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the repealed *Public Service Act 1922*.

### *Severance benefit – rate of payment*

231. Salary for severance pay purposes will include:

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

### **Involuntary Redundancy**

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

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

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

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## Attachment A - Consultation term

1. This term applies if PM&C:
  - a. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - b. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### **Major change**

2. For a major change referred to in paragraph (1)(a):
  - a. PM&C must notify the relevant employees of the decision to introduce the major change; and
  - b. subclauses (3) to (9) apply.
3. The relevant employees may appoint a representative for the purposes of the procedures in this term.
4. If:
  - a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b. the employee or employees advise PM&C of the identity of the representative;PM&C must recognise the representative.
5. As soon as practicable after making its decision, PM&C must:
  - a. discuss with the relevant employees:
    - i. the introduction of the change; and
    - ii. the effect the change is likely to have on the employees; and
    - iii. measures PM&C is taking to avert or mitigate the adverse effect of the change on the employees; and
  - b. for the purposes of the discussion—provide, in writing, to the relevant employees:
    - i. all relevant information about the change including the nature of the change proposed; and
    - ii. information about the expected effects of the change on the employees; and
    - iii. any other matters likely to affect the employees.
6. However, PM&C is not required to disclose confidential or commercially sensitive information to the relevant employees.
7. PM&C must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
8. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of PM&C, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
9. In this term, a major change is **likely to have a significant effect on employees** if it results in:
  - a. the termination of the employment of employees; or
  - b. major change to the composition, operation or size of PM&C's workforce or to the skills required of employees; or
  - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d. the alteration of hours of work; or

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- e. the need to retrain employees; or
  - f. the need to relocate employees to another workplace; or
  - g. the restructuring of jobs.

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

- 10. For a change referred to in paragraph (1)(b):
  - a. PM&C must notify the relevant employees of the proposed change; and
  - b. subclauses (11) to (15) apply.
- 11. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 12. If:
  - a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b. the employee or employees advise PM&C of the identity of the representative;PM&C must recognise the representative.
- 13. As soon as practicable after proposing to introduce the change, PM&C must:
  - a. discuss with the relevant employees the introduction of the change; and
  - b. for the purposes of the discussion—provide to the relevant employees:
    - i. all relevant information about the change, including the nature of the change; and
    - ii. information about what PM&C reasonably believes will be the effects of the change on the employees; and
    - iii. information about any other matters that PM&C reasonably believes are likely to affect the employees; and
  - c. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 14. However, PM&C is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 15. PM&C must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 16. In this term:  
***relevant employees*** means the employees who may be affected by a change referred to in subclause (1).

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## Attachment B - Term for dealing with disputes

1. If a dispute relates to:
  - a. a matter arising under the agreement; or
  - b. the National Employment Standards;this term sets out procedures to settle the dispute.
2. PM&C or an employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
5. The Fair Work Commission may deal with the dispute in two stages:
  - a. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - b. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - i. arbitrate the dispute; and
    - ii. make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the FW Act. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.
6. While the parties are trying to resolve the dispute using the procedures in this term:
  - a. an employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
  - b. an employee must comply with a direction given by PM&C to perform other available work at the same workplace, or at another workplace, unless:
    - i. the work is not safe; or
    - ii. applicable work health safety legislation would not permit the work to be performed; or
    - iii. the work is not appropriate for the employee to perform; or
    - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.
7. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

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## Attachment C – Flexibility term (Individual Flexibility Arrangements)

1. PM&C and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - a. the arrangement deals with one or more of the following matters:
    - i. arrangements about when work is performed;
    - ii. overtime rates;
    - iii. penalty rates;
    - iv. allowances;
    - v. remuneration; and/or
    - vi. leave; and
  - b. the arrangement meets the genuine needs of PM&C and the employee in relation to one or more of the matters mentioned in paragraph a); and
  - c. the arrangement is genuinely agreed to by PM&C and the employee.
2. PM&C will ensure that the terms of the individual flexibility arrangement:
  - a. are about permitted matters under section 172 of the FW Act; and
  - b. are not unlawful terms under section 194 of the FW Act; and
  - c. result in the employee being better off overall than the employee would be if no arrangement was made.
3. PM&C will ensure that the individual flexibility arrangement:
  - a. is in writing; and
  - b. includes the name of PM&C and the employee; and
  - c. is signed by PM&C and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - d. includes details of:
    - i. the terms of the enterprise agreement that will be varied by the arrangement;
    - ii. how the arrangement will vary the effect of the terms;
    - iii. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
    - iv. the day on which the arrangement commences and, where applicable, when the arrangement ceases.
4. PM&C will give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
5. PM&C or the employee may terminate the individual flexibility arrangement:
  - a. by giving no more than 28 days written notice to the other party to the arrangement; or
  - b. if PM&C and the employee agree in writing — at any time.



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## Attachment D – Supported Wage System

### Purpose

1. This attachment 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.

### Definitions

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

### Eligibility Criteria

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

### Supported wage rates

5. Employees to whom this attachment applies shall be paid the applicable percentage of the relevant minimum wage according to the following table, provided that the minimum amount payable must be not less than \$89.00 per week (as per the National Minimum Wage Order 2020). Note: The minimum amount payable is reviewed every year in July.

**Applicable percentage of relevant minimum wage paid to applicable employees**

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

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

**Assessment of capacity**

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

**Lodgement of SWS wage assessment agreement**

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

**Review of assessment**

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

**Other terms and conditions of employment**

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

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### **Workplace adjustment**

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

### **Trial Period**

14. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this attachment for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
15. 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.
16. 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.
17. Work trials should include induction or training as appropriate to the job being trialled.
18. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment.