



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

**Commonwealth Of Australia Represented By The Asbestos And Silica
Safety And Eradication Agency**
(AG2024/865)

**ASBESTOS AND SILICA SAFETY AND ERADICATION AGENCY
(ASSEA) ENTERPRISE AGREEMENT 2024-2027**

Commonwealth employment

DEPUTY PRESIDENT MASSON

MELBOURNE, 3 APRIL 2024

*Application for approval of the Asbestos and Silica Safety and Eradication Agency (ASSEA)
Enterprise Agreement 2024-2027*

[1] An application has been made for approval of an enterprise agreement known as the *Asbestos and Silica Safety and Eradication Agency (ASSEA) Enterprise Agreement 2024-2027* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Commonwealth of Australia (represented by the Asbestos And Silica Safety And Eradication Agency). The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the *Fair Work Act*, that commenced operation on 6 June 2023. The notification time for the Agreement under s.173(2) was 28 February 2023 and the Agreement was made on 8 March 2024. Accordingly, both the genuine agreement and the better off overall test requirements are those applying on and from 6 June 2023.

[3] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[4] The Community and Public Sector Union (CPSU), being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 April 2024. The nominal expiry date of the Agreement is 28 February 2027.



DEPUTY PRESIDENT

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Asbestos and Silica Safety and Eradication Agency (ASSEA) Enterprise Agreement 2024- 2027

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Section 1 - Technical matters

Title

1. This agreement will be known as the Asbestos and Silica Safety and Eradication Agency (ASSEA) Enterprise Agreement 2024-2027.

Parties to the agreement

2. This agreement covers:
 - 2.1 the CEO, for and on behalf of the Commonwealth of Australia as the employer;
 - 2.2 all employees in the ASSEA employed under the PS Act other than:
 - 2.2.1 Senior Executive Service employees or equivalent; and
 - 2.2.2 Employees whose salaries are not paid by ASSEA;
 - 2.3 subject to notice being given in accordance with section 183 of the FW Act, the following employee organisation/s which were a bargaining representative for this agreement:
 - 2.3.1 Community and Public Sector Union.

Operation of the agreement

3. This agreement will commence operation 7 days after approval by the Fair Work Commission.
4. This agreement will nominally expire on 28 February 2027.

Delegations

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

National Employment Standards (NES) precedence

6. The terms of this agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this agreement is detrimental to an employee of the ASSEA in any respect when compared with the NES.

Closed comprehensive agreement

7. This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.

8. This agreement will be supported by policies and guidelines, as implemented and varied from time to time.
9. Policies and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this agreement, the terms of this agreement will prevail.

Individual flexibility arrangements

10. The ASSEA 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:
 - 10.1 the agreement deals with one or more of the following matters:
 - 10.1.1 arrangements about when work is performed;
 - 10.1.2 overtime rates;
 - 10.1.3 penalty rates;
 - 10.1.4 allowances;
 - 10.1.5 remuneration; and
 - 10.1.6 leave and leave loading; and
 - 10.2 the arrangement meets the genuine needs of the ASSEA and employee in relation to one or more of the mentioned in clause 10.1; and
 - 10.3 the arrangement is genuinely agreed to by the ASSEA and employee.
11. The agency must ensure that the terms of the individual flexibility arrangement:
 - 11.1 are about permitted matters under section 172 of the FW Act;
 - 11.2 are not unlawful terms under section 194 of the FW Act; and
 - 11.3 result in the employee being better off overall than the employee would be if no arrangement was made.
12. The ASSEA must ensure that the individual flexibility arrangement:
 - 12.1 is in writing;
 - 12.2 includes the name of the ASSEA and employee;
 - 12.3 is signed by the ASSEA and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - 12.4 includes details of:
 - 12.4.1 the terms of the enterprise agreement that will be varied by the arrangement;
 - 12.4.2 how the arrangement will vary the effect of the terms;

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

12.4.4 states the day on which the arrangement commences.

13. The ASSEA must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
14. The ASSEA or employee may terminate the individual flexibility arrangement:
 - 14.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 14.2 if the ASSEA and employee agree in writing – at any time.
15. The ASSEA and employee are to review the individual flexibility arrangement at least every 12 months.

Definitions

16. The following definitions apply to this agreement:

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

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

Agency Head means the Chief Executive Officer (CEO) of the Asbestos and Silica Safety and Eradication Agency or CEO's delegate.

Agreement means the Asbestos and Silica Safety and Eradication Agency (ASSEA) Enterprise Agreement 2024-2027.

APS means the Australian Public Service.

Australia 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 CEO to a group of duties involving work value applying to more than 1 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 PS 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.

Consideration period is a period of 4 weeks commencing from the date the CEO makes an employee a formal offer of voluntary termination.

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. This includes a former de facto partner.

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.

Excess employee is where:

- a. 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 agency; or
- b. the services of an employee cannot be effectively used because of technological or other changes in the work methods of the agency, or structural or other changes in the nature, extent or organisation of the functions of the agency; or
- c. the duties usually performed by the employee are to be performed in a different locality, the employee is not willing to perform the duties at the other locality and the CEO has determined that these provisions will apply to that employee.

Family means:

- a. a spouse, former spouse, de facto partner or former de facto partner of the employee;
- b. a child, parent, grandparent, grandchild, or sibling of the employee;
- c. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;
- d. a member of the employee's household; or
- e. a person with whom the employee has a relationship of traditional kinship where

there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.

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

Full time employee means an employee employed to work an average of ASSEA's standard working hours: 37 hours and 30 minutes per week or the agency's retained standard full-time hours 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 under section 22(2)(b) of the PS Act for a specified term or for the duration of a specified task, and consistent with the FW Act.

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

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

Ordinary hours, duty or work means an employee's usual hours worked in accordance with this agreement and does not include additional hours.

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

Partner means a spouse (including a former spouse) or de facto partner (including a former de facto).

Part-time employee means an employee whose ordinary hours are less than ASSEA's standard working hours: 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.

Relevant employee means an affected employee.

Retention period is a period of 30 weeks for eligible employees referred to in Section 11 of this Agreement.

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.

Settlement period means the 4 week period beginning on a pay Thursday for the purposes of determining flex debit/credit carryover. It includes an additional 9 minutes per day which offsets the Christmas closedown in clauses 176 and 177.

Usual location of work

17. An employee's usual location of work will be the designated office location identified in the employee's letter of offer or other engagement documentation. If no designated office location was specified on engagement, the CEO may specify a designated office location by advising the employee in writing.
18. The ASSEA and employee may agree to vary the employee's designated location on a temporary or permanent bases.

Section 2: Remuneration

Salary

19. Salary rates will be as set out in **Attachment A – Base Salaries** of this agreement.
20. The base salary rates in **Attachment A – Base Salaries** include the following increases:
 - 20.1 4.0 per cent from the first full pay period on or after 1 March 2024 (14 March 2024);
 - 20.2 3.8 per cent from the first full pay period on or after 1 March 2025 (13 March 2025);
and
 - 20.3 3.4 per cent from the first full pay period on or after 1 March 2026 (12 March 2026).
21. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the base salary rates in **Attachment A – Base Salaries** were calculated based on base salary rates as at 31 August 2023.

Payment of salary

22. 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

23. Where an employee is engaged, moves to, or is promoted in the ASSEA, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the CEO determines a higher salary within the relevant salary range under these salary setting clauses.
24. The CEO may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
25. In determining a salary under these salary setting clauses, the CEO will have regard to relevant factors including the employee's experience, qualifications, skills, pre-promotion or pre-movement salary of the employee.
26. Where an employee commences ongoing employment in the ASSEA immediately following a period of non-ongoing employment in the ASSEA for a specified term or task, the CEO will determine 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 ASSEA.

27. Where an employee commences ongoing employment in the agency immediately following a period of casual employment in the ASSEA, the CEO 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 ASSEA.
28. Where an APS employee moves to the ASSEA at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the CEO will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
29. Where the CEO determines that an employee's salary has been incorrectly set, the CEO may determine the correct salary and the date of effect.

Salary on reduction

30. Where an employee requests or agrees in writing, to permanently or temporarily perform duties at a lower classification level, salary will be determined at a rate applicable to the lower level for the period specified. The CEO will determine salary within the lower classification level having regard to the experience, qualifications and skills of the employee, and the circumstances under which the reduction occurred.

Incremental advancement

31. Salary advancement is aligned to the performance review process, which will occur from 1 July each year for the preceding 12 months.
32. Except as provided in clause 33, to be eligible for salary advancement, an employee must:
 - 32.1 Not already be at the top pay point of their classification;
 - 32.2 Complete the requirements of their performance agreement
 - 32.3 Be rated as satisfactory or better on the performance rating scale at the end of the performance cycle; and
 - 32.4 Perform eligible service at the employee's substantive level or above, within the ASSEA, for an aggregate of 6 months or more within the performance cycle ended 30 June.
33. The CEO may approve salary advancement if the employee does not meet the conditions in subclauses 32.1 to 32.4 above.
34. Eligible service for salary progression will include:
 - a. periods of paid leave and unpaid parental leave;
 - b. periods of unpaid leave that count as service; and
 - c. service while employed on a non-ongoing basis.
35. During a period of unpaid parental leave employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.

36. Where an employee is acting at a higher classification during their performance review, they will be eligible for salary advancement at both their temporary performance and substantive levels, where the employee:
 - 36.1 has performed aggregate eligible service at the same classification and pay point from 1 January to 30 June that year (i.e. the immediately preceding 6 months); and
 - 36.2 has received ratings of 'satisfactory' or better for both key business deliverables and observable work behaviours at the higher classification as part of the end cycle performance review ending 30 June that year.
37. Salary progression while acting at a higher classification will be retained for future acting duties at, or promotion to, that classification.
38. Non-ongoing employees will be eligible for salary advancement where they have been engaged at the same classification, perform aggregate eligible service for 6 months during the performance cycle and receive a performance rating in line with clause 32.
39. Payment of salary advancement will occur from the beginning of the first full pay period commencing on or after 1 August each year, backdated to 1 July.

Salary packaging

40. Employees may access salary packaging and may package up to 100% of salary.
41. Where an employee elects to access salary packaging, the employee's salary for the purposes of superannuation, severance and termination payments, and any other purposes, will be determined as if the salary packaging arrangement had not occurred.
42. Any fringe benefits tax incurred in relation to an individual employee as a result of their salary packaging arrangement will be met by the individual employee.

Superannuation

43. The ASSEA will make compulsory employer contributions as required by the applicable legislation and fund requirements.
44. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
45. The ASSEA 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 ASSEA payroll system.

Method for calculating superannuation salary

46. The ASSEA 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 employees in other accumulation superannuation funds.
47. Employer contributions will be made for all employees covered by this agreement.

48. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

Payment during unpaid parental leave

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

Overpayments

50. An overpayment occurs if the CEO (or the ASSEA) 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 amounts payable under this agreement).
51. Where the CEO considers that an overpayment has occurred, the CEO will provide the employee with notice in writing. The notice will provide details of the overpayment.
52. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the CEO 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.
53. If after considering the employee's response (if any), the CEO confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.
54. The CEO 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.
55. The ASSEA and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
56. Interest will not be charged on overpayments.
57. Nothing in clause 50 to 56 prevents:
 - 57.1 the ASSEA from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
 - 57.2 the ASSEA from pursuing recovery of the debt through other available legal avenues;
or
 - 57.3 the employee or the ASSEA from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Supported wage system

58. An employee can get paid a percentage of the relevant pay rate for their classification in line with their assessed capacity to do the work if they:
 - 58.1 have a disability;
 - 58.2 meet the criteria for a Disability Support Pension; and
 - 58.3 are unable to perform duties to the capacity required.
59. Specific conditions relating to the supported wage system are detailed in **Attachment B – Supported Wage System**.

Section 3: Allowances

Higher duties allowance

60. Where a role needs to be filled, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
61. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the CEO or the employee's manager, taking into account the employee's previous periods of temporary performance, the employee's performance, and relevant experience or skills.
62. Where an employee is found to be eligible for salary progression at their acting 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.
63. Where an employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.
64. Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job sharing arrangement.
65. A manager may split temporary performance duties between employees for development purposes.
66. An employee may decline a manager's invitation to perform duties temporarily at a higher classification level.
67. Where an employee is absent on paid leave, or observes a public holiday, and has been directed to perform duties at a higher classification, payment of higher duties allowance will continue during the absence as if the employee was still at work, to the extent of the continued operation of the direction.

School holiday care allowance

68. The agency will contribute to the cost of school holiday care for primary school children of employees, when the employee is at work. Where both carers work for the agency, the allowance will only be paid when both are at work.
69. On production of a receipt from an approved school holiday program provider, the agency will reimburse \$20.87 per child per day up to a maximum of \$207.61 per family per week.

Workplace responsibility allowances

70. A workplace responsibility allowance will be paid where an employee is appointed by the ASSEA or elected by eligible peers to one of the following roles:
 - 70.1 First Aid Officer;

- 70.2 Health and Safety Representative;
 - 70.3 Emergency Warden;
 - 70.4 Harassment Contact Officer; and
 - 70.5 Mental Health First Aid Officer.
71. An employee is not to receive more than one workplace responsibility allowance unless approved by the CEO due to operational requirements.
72. The rate will be:

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

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

Community language allowance

77. A community language allowance will be paid where the CEO 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 CEO.
78. The allowance is paid in accordance with the employee’s level of competency:

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 CEO, 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 CEO.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

79. The allowance is calculated annually and paid fortnightly.
80. The full allowance is payable regardless of flexible work and part-time arrangements.
81. The allowance is payable during periods of paid leave.
82. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

Section 4: Classifications and broadband

83. ASSEA’s classification structure is detailed in **Attachment A**.

Broadbands

84. ASSEA broadband are:

Broadband	APS Classification
ASSEA Graduate Broadband	APS 3 – 4
ASSEA Cadet Broadband	APS 2 – 3
ASSEA Trainee Broadband	APS 1 – 2

Graduates

85. ASSEA Graduates are engaged at the APS 3 classification level and will undertake an approved training or development program as determined by the CEO. Upon commencement, the salary will be set at the APS 3.1 pay point unless the CEO approves payment of a higher salary having regard to the experience, qualifications and skills of the employee.
86. On successful completion of the ASSEA Graduate Program, Graduates will move to the APS 4.1 pay point, unless the CEO approves payment of a higher salary having regard to the experience, qualifications and skills of the employee.

Cadets

87. ASSEA Cadets are engaged at the APS 2 classification level and will undertake a course of study as determined by the CEO. Upon commencement, the salary will be set at the APS 2.1 pay point unless the CEO approves payment of a higher salary having regard to the experience, qualifications and skills of the employee.
88. On successful completion of the course of study, ASSEA Cadets will move to the APS 3.1 pay point, unless the CEO approves payment of a higher salary having regard to the experience, qualifications and skills of the employee.

Trainees

89. ASSEA Trainees are engaged at the APS 1 classification level and will undertake an approved training or development program as determined by the CEO. Upon commencement, the salary will be set at the APS 1.1 pay point unless the CEO approves payment of a higher salary having regard to the experience, qualifications and skills of the employee.
90. On successful completion of the training or development program, Trainees will move to the APS 2.1 pay point, unless the CEO approves payment of a higher salary having regard to the experience, qualifications and skills of the employee.

Movement within a broadband

Eligibility requirements

91. Movement between classification levels within a broadband applies to ongoing employees only.
92. Movement to a higher APS classification level within a broadband is not automatic and can only occur when:
 - 92.1 There is work available at the higher classification level in accordance with the APS work level standards for that classification; and
 - 92.2 The employee's performance is assessed as meeting the requirements for salary advancement for key deliverables and observable work behaviours; and
 - 92.3 The employee demonstrates an ability to undertake the higher level work;
or
 - 92.4 An employee is successful in a merit selection process consistent with the PS Act.

Work Level Standards

93. 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.

Section 5: Working hours and arrangements

Job security

Commitment to ongoing employment and rebuilding APS capacity

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

Reporting

95. Where a consultative committee is in place, the ASSEA will report to the ASSEA 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 ASSEA.

Pathways to permanency

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

Casual (irregular or intermittent) employment

97. A casual (irregular or intermittent) employee is defined in the definitions section.
98. A decision to expand the use of casual employees is subject to the consultation section of this agreement.
99. The ASSEA will regularly review the working arrangements of casual employees 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.
100. Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
101. 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.
102. A casual employee will 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.
103. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

Non-ongoing employment

104. A non-ongoing employee is defined in the definitions section.
105. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
 - 105.1 personal/carer's leave accrual at clause 203; and
 - 105.2 redundancy provisions at clause 419, subject to clause 106.
106. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clause 419 will apply.
107. If the redundancy provisions apply to an employee under clause 106, the agency must adhere to the consultation requirements in Section 10 and where applicable, the consultation requirements at clause 447.

Working hours

108. All employees are required to maintain a record of attendance.
109. Employees may be required to work reasonable additional hours in accordance with the NES.
110. The ordinary hours for full time employees are 150 hours per settlement period, which equates to 7 hours and 30 minutes per day.
111. The bandwidth is a 12 hour period from 7:00 am to 7:00 pm Monday to Friday, except on a public holiday.
112. The start time of the 12 hour bandwidth may be varied where an employee and the employee's manager agree in writing to other arrangements.
113. Employees must take an unpaid meal break of at least 30 minutes after 5 continuous hours of work.
114. The maximum number of agreed working hours to be worked in a day is 10 hours, unless also working overtime.
115. Employees should not commence work on any day without having at least 8 hours plus reasonable travelling time minimum break from the previous day's work, including any overtime worked, without specific approval from the CEO.
116. Where the CEO requires an employee to resume or continue working without having had a minimum break, the employee will be paid at double the hourly rate for the hours worked, until they have had an 8 hour break plus reasonable travelling time.
117. Where all or some of the employee's minimum break occurs during ordinary hours, the employee will not lose pay for the absence.

Flex for APS 1-6 classifications

118. Flextime is available to all APS level (or equivalent) employees. All hours must be recorded on the ASSEA flex sheet.
119. Employees accumulate flextime working within the Bandwidth.
120. A flex credit is where an employee accumulates hours in excess of ordinary hours. An employee may only carry over a maximum of 37.5 hours flex credit into the next settlement period in exceptional circumstances and where the manager has expressly agreed to the additional hours being worked.
121. A flex debit occurs when the employee works less time than their ordinary hours. A maximum of 22.5 hours debit can be accumulated and carried over to the next settlement period. An employee carrying over an amount in excess of 22.5 hours to the next settlement period must use miscellaneous leave without pay for the period in excess of 22.5 hours. Any flex debit will be deducted from a person's final monies if they cease to work for ASSEA.
122. Flex leave is where an employee works less than their ordinary hours on any given day and is not on any other form of leave. An employee may use up to the equivalent of 5 days flex credits in a settlement period. Flex leave requires prior approval and for periods of 1 day or more reasonable notice is required.
123. Where there is demonstrably insufficient work, a manager may require an employee not to work hours in addition to their ordinary hours.
124. Where an employee's manager considers the employee's attendance is unsatisfactory or that the employee is misusing flex, the employee will be advised in writing and will be required to work a standard day for a period specified by the manager.

Executive Level Time Off in Lieu (EL TOIL)

125. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
126. 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 ASSEA.
127. 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.
128. 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.
129. 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.
130. 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.

131. 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.

Overtime and restriction

Overtime

132. Where operational requirements make it necessary, a manager may direct an employee to work outside their ordinary hours on any day. Employees may also be restricted to be contactable to return to work outside ordinary hours. The restriction provisions will apply in these cases.
133. A manager will give reasonable notice about the requirement to work overtime and be mindful of the personal responsibility of the employee.
134. An APS level employee directed to perform work outside and in excess of their ordinary hours on a given day is eligible for an overtime payment, or where agreed, time off in lieu of overtime payment.
135. Where a period of overtime is not continuous with ordinary time work, the base period of overtime payment for such work will be calculated as if the employee had worked for 4 hours. When determining whether a period is continuous with ordinary time work, meal breaks should not be regarded as breaking continuity.
136. Overtime payments will be calculated as follows:
- 136.1 **Monday to Saturday:** 1 and a half times the hourly rate for the first 3 hours each day and double the hourly rate thereafter
 - 136.2 **Sunday:** double the hourly rate
 - 136.3 **Public Holiday:** 2 and a half times the hourly rate. Duty on a public holiday not in excess of an employee's ordinary hours – that is, duty that is not overtime but which is part of the employee's ordinary hours – will be paid at 1 and a half times the hourly rate additional to payment for the holiday.
137. Time off in lieu of overtime payment may be taken as follows:
- 137.1 where the manager/supervisor and the employee agree, on an "hour for hour" basis with and entitlement to residual payment (for example – 3 hours' time off plus 3 hours pay at half time, in lieu of 3 hours overtime at time and a half), or
 - 137.2 on a penalty time basis, for example, 4 and a half hours' time off in lieu of overtime payment.
138. Where time off in lieu of payment has been agreed and the employee has not been granted time off within 4 weeks or another agreed period, due to operational requirements, payment of the original entitlement will be made.
139. Executive Level employees will only be eligible to receive overtime payments in exceptional circumstances with the approval of the CEO.

Overtime meal allowance

140. Where an employee is directed to work overtime for at least 3 hours outside their ordinary hours they will receive an overtime meal allowance. The meal allowance rate will be

equivalent to that set by the Australian Taxation Office (ATO). Where an employee works a further 5 hours overtime on a Saturday, Sunday or public holiday, they will receive an additional overtime meal allowance at the rate set by the ATO.

Restriction allowance

141. A manager may direct an employee to be contactable and available to return to work to perform extra duty outside their agreed ordinary hours (i.e. be restricted) with the agreement of the employee, subject to the payment of an allowance.
142. Restricted employees will receive a Restriction Allowance at the rate of 9 per cent of their hourly rate for each hour they are restricted outside the bandwidth, subject to:
 - 142.1 prior approval of the CEO; and
 - 142.2 the employee remaining contactable and available to perform extra duty; and
 - 142.3 the employee not being in receipt of any other payment for the period for which the restriction allowance would otherwise be payable, except as provided for in the following clause.
143. Restriction allowance is payable whether or not the restricted employee is required to perform duty outside the agreed ordinary hours. Where a restricted employee, entitled to overtime payment is required to perform duty, overtime will be payable and subject to:
 - 143.1 a 1-hour base rate of payment when work is performed without the necessity to travel to the workplace; or
 - 143.2 a 3-hour base rate of payment including travel time if work is required to be performed at the workplace.
144. If an employee is required to perform subsequent periods of duty within the 1-hour minimum payment period, only the initial 1 hour minimum is payable. Where an employee is required to undertake a second period of duty that commences after the 1-hour minimum payment period has elapsed for the previous first period of duty, a further second 1-hour minimum payment period commences and a further 1 hour minimum is payable.
145. Restriction allowance will continue to be paid for periods of overtime worked while restricted.

Emergency duty

146. Emergency duty will attract a base payment of 2 hours (which includes reasonable travel time) at double the hourly rate, which will be payable for all emergency callouts without prior notice. Executive Level employees will only be eligible to receive emergency duty payments in exceptional circumstances with the approval of the CEO.

Flexible working arrangements

147. The ASSEA, employees and their union recognise:
 - 147.1 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;

- 147.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
 - 147.3 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;
 - 147.4 that flexibility applies to all roles in the ASSEA, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
 - 147.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
148. The ASSEA is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the ASSEA at all levels. This may include developing and implementing strategies through an ASSEA consultative committee.
149. 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

150. The following provisions do not diminish an employee's entitlement under the NES.
151. An employee may make a request for a formal flexible working arrangement.
152. The request must:
- 152.1 be in writing;
 - 152.2 set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - 152.3 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.
153. The CEO must provide a written response to a request within 21 days of receiving the request.
154. The response must:
- 154.1 state that the CEO approves the request and provide the relevant detail in clause 155; or
 - 154.2 if following discussion between the ASSEA and the employee, the ASSEA 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
 - 154.3 state that the CEO refuses the request and include the following matters:
 - 154.3.1 details of the reasons for the refusal; and
 - 154.3.2 set out the CEO's particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - 154.3.3 either:

- 154.3.3.1 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 agency would be willing to make; or
 - 154.3.3.2 state that there are no such changes; and
 - 154.3.4 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 the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in section 65B and 65C of the FW Act.
- 155. Where the CEO approves the request this will form an arrangement between the ASSEA and the employee. Each arrangement must be in writing and set out:
 - 155.1 any security and work health and safety requirements;
 - 155.2 a review date (subject to clause 159); and
 - 155.3 the cost of establishment (if any).
- 156. The CEO may refuse to approve the request only if:
 - 156.1 the ASSEA has discussed the request with the employee; and
 - 156.2 the ASSEA 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
 - 156.3 the ASSEA and the employee have not reached such an agreement; and
 - 156.4 the ASSEA has had regard to the consequences of the refusal for the employee; and
 - 156.5 the refusal is on reasonable business grounds.
- 157. Reasonable business grounds include, but are not limited to:
 - 157.1 the new working arrangements requested would be too costly for the ASSEA;
 - 157.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
 - 157.3 it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
 - 157.4 the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
 - 157.5 the new working arrangements requested would be likely to have a significant negative impact on customer service; and

- 157.6 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.
158. For First Nations employees, the ASSEA must consider connection to country and cultural obligations in responding to requests for altering the location of work.
159. Approved flexible working arrangements will be reviewed by the ASSEA 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

160. An employee may request to vary an approved flexible working arrangement in accordance with clause 152. An employee may request to pause or terminate an approved flexible working arrangement.
161. The terms of a part-time work arrangement cannot be varied without the agreement of the employee and the CEO. For other flexible work arrangements, the CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 163.
162. The agency 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.
163. Prior to the CEO varying, pausing or terminating the arrangement under clause 161, the ASSEA must have:
- 163.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
 - 163.2 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);
 - 163.3 had regard to the consequences of the variation, pause or termination for the employee;
 - 163.4 ensured the variation, pause or termination is on reasonable business grounds; and
 - 163.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 154.3.

Working from home

164. The ASSEA 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.
165. The ASSEA may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.

166. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
167. The ASSEA will provide employees with guidance on working from home safely.
168. Employees will not be required by the ASSEA 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 ASSEA will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad-hoc arrangements

169. 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.
170. Employees should, where practicable, make the request in writing and provide as much notice as possible.
171. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 150 to 159.
172. The ASSEA 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.
173. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the ASSEA should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

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

Part-time work

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

Christmas closedown

176. All ASSEA workplaces will be closed from 12.30pm of the last working day before Christmas Day and will re-open the first working day following the first day of January. This will be known as the Christmas Closedown and is inclusive of the Australian Public Service Award additional leave day.
177. Employees are not required to attend for duty during the Christmas Closedown, unless directed otherwise by the CEO. Employees will be provided with time off for the Christmas Closedown and will be paid in accordance with their ordinary hours of work. Where an employee is absent on leave, payment for the Christmas Closedown provision will be in

accordance with the entitlement for that form of leave, (e.g. if on long service leave half pay, payment is on half pay). There will be no deduction from annual or personal leave credits for the Christmas Closedown.

Public holidays

178. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- 178.1 1 January (New Year's Day);
 - 178.2 26 January (Australia Day);
 - 178.3 Good Friday and the following Monday;
 - 178.4 25 April (Anzac Day);
 - 178.5 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);
 - 178.6 25 December (Christmas Day);
 - 178.7 26 December (Boxing Day); and
 - 178.8 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.
179. 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.
180. The CEO 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.
181. The CEO 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.
182. 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.
183. 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).
184. 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 clauses 178.1 to 178.8.

185. 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.
186. Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the CEO 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 their planned day off.

Section 6: Leave

Annual leave

187. A full-time employee is entitled to 20 days (4 weeks) paid annual leave for each year of service, accruing daily and credited at least monthly. Employees are able to access leave entitlements as they accrue.
188. A part-time employee's annual leave will accrue on a pro-rata basis according to the approved part-time hours.
189. Annual leave credits may be taken at any time, subject to operational requirements and the approval of the employee's manager. Any unused annual leave accumulates.
190. Annual leave may be taken at half pay. Leave may not be approved at half pay where an employee has an excessive leave balance. Where an employee takes annual leave at half pay, the employee cannot access purchased leave in the same calendar year.
191. An employee who ceases employment with the APS will be paid for unused annual leave credits. Payment includes allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred.
192. Where annual leave is cancelled or the employee is recalled to duty, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.
193. Employees may request to cash out annual leave so long as the remaining accrued entitlement to annual leave does not fall below 20 days (pro rata for part-time employees). Each cashing out of an amount of paid annual leave must be by a separate agreement in writing by the employer and employee. The employee will be paid the full amount that would have been paid to the employee had the employee taken the leave that is cashed out.
194. The CEO will not approve requests to cash out leave unless the employee has taken at least 10 days annual leave at the same time or has taken a block of 10 days annual leave (pro rata for part-time employees) in the preceding 12 months.
195. Employees who have accrued an annual leave credit of 40 days (or equivalent of 2 years) or more may be directed by their manager to take at least 10 days annual leave within 12 weeks of the direction.
196. Periods of long service leave cannot be broken with annual leave, except as provided for by legislation.

Purchased leave

197. With the approval of the CEO, employees may elect to purchase up to 8 weeks additional annual leave per year. Employees will have an amount deducted from their annual salary, dependent on the amount of leave purchased and the employee's salary, which will be reflected in their fortnightly salary.

198. Purchased leave is intended for use in a planned manner with the timing and expected pattern of purchased leave to be discussed and approved by the employee's manager taking account of operational requirements and the reasons for the employee's request.
199. Where an employee chooses to purchase leave they cannot take annual leave at half pay in the same calendar year.
200. Where an employee who has taken purchased leave either proceeds on extended leave or leaves ASSEA before having repaid the full amount, the amount outstanding must be repaid in full before the employee's departure.
201. Unless otherwise agreed, purchased leave not taken during the nominated 12-month period will automatically be reimbursed as salary.
202. Purchased leave counts as service for all purposes including superannuation.

Personal/carer's leave

Accrual of personal/carer's leave

203. Ongoing and non-ongoing full-time employees are entitled to 18 days paid personal/carer's leave every 12 months.
204. An ongoing employee will be credited 18 days personal/carer's leave upon the employee's commencement with the APS. In subsequent years, the employee's leave will accrue daily, credited at least monthly.
205. A non-ongoing employee will be credited personal/carer's leave upon the employee's commencement with the ASSEA. This will be 18 days leave pro-rated based on the employee's initial contract period, and is capped at 18 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue daily, credited at least monthly.
206. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.

Use of personal/carer's leave

207. Personal leave gives employees access to paid leave to be used when they are absent:
 - 207.1 due to personal illness or injury;
 - 207.2 to attend appointments with a registered health practitioner;
 - 207.3 to manage a chronic condition; and/or
 - 207.4 to provide care or support for a family member (including a household member) or a person they have caring responsibilities for; because:
 - 207.4.1 of a personal illness or injury affecting the person; or
 - 207.4.2 of an unexpected emergency affecting the other person.

- 208. Personal leave may be granted with pay or, where paid leave credits are exhausted, without pay.
- 209. Employees may be granted paid personal leave at half pay where approved by the CEO.
- 210. A casual employee, or an employee who has exhausted their paid personal leave entitlements may take 2 days unpaid leave for each occasion where a member of their family or household requires care because of illness, injury or unexpected emergency. The employee must provide medical or other reasonable evidence to their manager in support of their leave application.
- 211. An employee cannot take unpaid personal leave during a particular period if the employee could instead take paid personal leave.

Carers

- 212. A person that an employee has caring responsibilities for may include a person who needs care because they:
 - 212.1 have a medical condition, including when they are in hospital;
 - 212.2 have a mental illness;
 - 212.3 have a disability;
 - 212.4 are frail or aged; and/or
 - 212.5 are a child, not limited to a child of the employee.
- 213. There is no cap placed on the use of paid personal leave for caring purposes, provided it is consistent with clauses 207.1 to 207.4 and subject to available credits and medical or other reasonable evidence where required.

Evidence

- 214. Acceptable evidence includes:
 - 214.1 a certificate from a registered health practitioner;
 - 214.2 a statutory declaration; and
 - 214.3 another form of evidence approved by the CEO.
- 215. Evidence may be requested after 3 consecutive days and/or more than 12 days without evidence per calendar year.
- 216. 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.

Portability of leave

- 217. Where an employee moves into the ASSEA 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.
- 218. Where an employee is engaged in the ASSEA 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.

219. Where an employee is engaged as an ongoing employee in the ASSEA, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
220. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
221. Where an employee is engaged as an ongoing employee in the ASSEA, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 218), the CEO will recognise any unused accrued personal/carer's leave at the employee's request. The CEO will advise the employee of their ability to make this request.
222. Where an employee is engaged as an ongoing employee in the ASSEA, and immediately prior to the engagement the person was employed by a State or Territory Government, the CEO may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
223. For the purposes of clauses 217 to 222, an employee with a break in service of not more than 2 months is considered to have continuity of service. The CEO will advise the employee of their ability to make this request.

Leave without pay

224. Where an employee takes 30 or more days leave without pay in a calendar year it does not count as service for any purpose unless otherwise provided for by legislation.
225. Where an employee takes 30 or more days leave without pay during the calendar year, annual and personal leave accruals are to be reduced on a pro-rata basis. Where the accumulated period of leave without pay is 30 calendar days or more, the entire period will affect leave accruals and/or deferral of leave accruals.

Re-crediting of leave

226. When an employee is on:
 - 226.1 annual leave; or
 - 226.2 purchased leave; or
 - 226.3 defence reservist leave; or
 - 226.4 defence service sick leave;
 - 226.5 First Nations ceremonial leave;

- 226.6 NAIDOC leave;
 - 226.7 cultural leave; or
 - 226.8 long service leave; and
227. becomes eligible for, under legislation or this agreement:
- 227.1 personal/carer's leave;
 - 227.2 compassionate or bereavement leave;
 - 227.3 jury duty;
 - 227.4 emergency services leave;
 - 227.5 leave to attend to family and domestic violence circumstances; or
 - 227.6 parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;
- the affected period of leave will be re-credited.
228. 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.
229. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

Long service leave

230. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
231. 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 clauses 226 to 229 of this Agreement.

Miscellaneous leave

232. The CEO may approve miscellaneous leave for circumstances not otherwise provided for in this Agreement, either with or without pay.
233. Miscellaneous leave with pay will count as service for all purposes.
234. Miscellaneous leave may be provided to ongoing and non-ongoing employees, including casual employees. Casual employees may be provided with paid miscellaneous leave for the purposes of family and domestic violence support and otherwise by Government directive.

Cultural, ceremonial and NAIDOC leave

NAIDOC leave

- 235. First Nations employees may access up to 1 day of paid leave per calendar year to participate in NAIDOC week activities.
- 236. NAIDOC leave can be taken in part days.

First Nations ceremonial leave

- 237. First Nations employees may access up to 6 days of paid leave and 14 days unpaid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations. Ceremonial leave without pay does not count as service.
- 238. The CEO may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- 239. First Nations ceremonial leave can be taken as part days.
- 240. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

- 241. The CEO 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.
- 242. The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 243. Cultural leave can be taken as part days.
- 244. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 237.

Parental leave

- 245. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
- 246. 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.
- 247. 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.

248. 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

249. An employee is entitled to parental leave with pay as per clauses 251 and 252 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.
250. Employees newly engaged in the ASSEA or who have moved to ASSEA from another APS agency are eligible for the paid parental leave in clauses 251 and 252 where such paid leave had not already been provided by another APS agency 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 employer or APS agency is less than the limits specified in clauses 251 and 252, the balance is available to the employee.
251. 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

252. 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

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

253. **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.
254. **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.
255. **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

256. 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:
- 256.1 is under 16 as at the day (or expected day) of placement;
 - 256.2 has not lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement; and
 - 256.3 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
257. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

Stillbirth

258. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is 2 weeks.
259. A stillborn child is a child:
- 259.1 who weighs at least 400g at delivery or whose period of gestation was 20 weeks or more; and
 - 259.2 who has not breathed since delivery; and
 - 259.3 whose heart has not beaten since delivery.

Pregnancy loss leave

260. A pregnant employee who experiences, or an employee whose spouse or partner experiences, pregnancy loss is entitled to 1 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.
261. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

Premature birth leave

262. In circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose spouse or 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

263. 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 262 until after the legislated paid maternity leave is used.

Compassionate leave

264. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- 264.1 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
 - 264.2 the employee or their partner has a miscarriage.
265. An employee may be asked to provide evidence to support their absences on compassionate leave.
266. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
267. For casual employees, compassionate leave is unpaid.

Bereavement leave

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

- 269. An employee may be asked to provide evidence to support their absences on bereavement leave.
- 270. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 271. For casual employees, bereavement leave is unpaid.

Emergency response leave

- 272. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:
 - 272.1 the time engaged in the activity;
 - 272.2 reasonable travelling time; and
 - 272.3 reasonable recovery time.
- 273. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The CEO may provide additional emergency response leave with pay.
 - 273.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 274. Paid leave may be refused where the employee's role is essential to the ASSEA's response to the emergency.
- 275. 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.
- 276. The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 277. Emergency response leave, with or without pay, will count as service.

Jury duty

- 278. 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.
- 279. 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.
 - 279.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 280. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- 281. 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 ASSEA

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

Volunteer leave

282. Employees may be granted up to 2 days paid (and thereafter reasonable unpaid) miscellaneous leave each calendar year to volunteer with a registered community organisation other than for those covered under clause 272.
283. Paid leave will not be available to attend ceremonial functions unless the organisation certifies in writing that the employee is required to attend as part of their duties.
284. Volunteer work must not:
- 284.1 involve any payment in cash or kind for work performed;
 - 284.2 replace a paid worker;
 - 284.3 as a general rule be undertaken solely for direct personal benefit;
 - 284.4 be work which does not have a community focus;
 - 284.5 present a conflict of interest for ASSEA;
 - 284.6 be primarily focused on promoting particular religious or political views.
285. The amount of leave granted will take account of operational requirements.

Defence reservist leave

286. The CEO will give an employee leave with or without pay to undertake:
- 286.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
 - 286.2 Australian Defence Force Cadet obligations.
287. An employee who is a Defence Reservist can take leave with pay for:
- 287.1 up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
 - 287.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
288. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
289. 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 Cadet means:
- 289.1 Australian Navy Cadets;
 - 289.2 Australian Army Cadets; and
 - 289.3 Australian Air Force Cadets.

- 290. In addition to the entitlement at clause 287, 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.
- 291. Paid defence reservist leave counts for service.
- 292. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- 293. Unpaid leave taken over 6 months counts as service, except for annual leave.
- 294. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

Defence service sick leave

- 295. 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:
 - 295.1 war-like service; or
 - 295.2 non-war like service.
- 296. An eligible employee can get 2 types of credits:
 - 296.1 an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
 - 296.1.1 they start employment with the APS; or
 - 296.1.2 DVA certifies the condition; and
 - 296.2 an annual credit of 3 weeks (15 days) defence service sick leave.
- 297. 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.
- 298. Unused annual credits can be built up to 9 weeks.
- 299. An employee cannot use annual credits until the initial credit is exhausted.
- 300. Defence service sick leave is paid and counts as service for all purposes.
- 301. Leave that counts as service for personal/carers' leave purposes will count as service for the accrual of Defence service sick leave.
- 302. Employees who re-join the APS following an earlier period of APS employment in which they had been credited with defence service sick leave will be credited with the following:
 - 302.1 Any special credit that remained unused at the final day of the prior APS employment
 - 302.2 any annual credit held on the final day of the prior APS employment.

Leave to attend proceedings

303. 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.
304. An employee who is not covered under clause 303, 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 ASSEA.
305. An employee may otherwise be granted paid or unpaid miscellaneous leave by the CEO 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.
306. The CEO may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

Unauthorised absences

307. Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement cease to be available until the employee resumes duty, or is granted leave or ceases employment. Such absences will not count as service for any purpose.
308. Unauthorised absences may be referred to the CEO to determine the appropriate action under the PS Act.

Section 7: Employee support and workplace culture

Blood donation

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

Vaccinations

- 311. The ASSEA will offer annual influenza vaccinations at no cost to all employees.
- 312. Where the ASSEA 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

- 313. 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 ASSEA and will be accessible on paid time.

Respect at work

Principles

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

- 316. The ASSEA 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

317. The ASSEA will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
318. The ASSEA recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
319. Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.
320. 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:
 - 320.1 illness or injury affecting the employee resulting from family and domestic violence;
 - 320.2 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;
 - 320.3 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;
 - 320.4 making arrangements for the employee's safety, or the safety of a close relative;
 - 320.5 accessing alternative accommodation;
 - 320.6 accessing police services;
 - 320.7 attending court hearings;
 - 320.8 attending counselling; and
 - 320.9 attending appointments with medical, financial or legal professionals.
321. 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.
322. 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.
323. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
324. 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.
325. 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.
326. Evidence may be requested to support the ASSEA 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 ASSEA will require, unless the employee chooses to provide another form of evidence.

327. 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.
328. The ASSEA will take all reasonable measures to treat information relating to family and domestic violence confidentially. The ASSEA will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the ASSEA may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
329. Where an agency needs to disclose confidential information for purposes identified in clause 328, where it is possible the ASSEA will seek the employee's consent and take practical steps to minimize any associated safety risks for the employee and/or privacy breaches.
330. The ASSEA 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.
331. 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.
332. The ASSEA 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.
333. 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

334. The ASSEA 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 ASSEA decisions.
335. 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 *Public Service Act 1999*.
336. Employees can, during their ordinary work hours, take time to:
 - 336.1 access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the agency; and
 - 336.2 attend ASSEA mandated training about integrity.

First Nations cultural competency training

337. The CEO 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.
338. 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

339. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
340. The ASSEA will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 341. In considering whether a space is appropriate, an agency should consider whether:
- 340.1 there is access to refrigeration;
 - 340.2 the space is lockable; and
 - 340.3 there are facilities needed for expressing such as appropriate seating.
341. Where it is not practicable for an agency site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
342. The ASSEA will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
343. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.

Disaster support

344. 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 CEO will consider flexible working arrangements to assist the employee to perform their work.
345. Where flexible working arrangements are not appropriate, the CEO 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.

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

Section 8: Performance and development

Performance management

347. Performance management and development arrangements contain performance ratings for key business deliverables and observable work behaviours. These ratings will be assessed against the following 4-point rating scale:
- 347.1 Consistently exceeds
 - 347.2 Consistently achieves
 - 347.3 Satisfactory
 - 347.4 Unsatisfactory
348. Where employees are rated as unsatisfactory for their business deliverables or observable work behaviours an underperformance procedure will be triggered.
349. Further information is contained in the ASSEA Performance Policy.

Workloads

350. The ASSEA 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.
351. When determining workloads for an employee or group of employees, the ASSEA will consider the need for employees to strike a balance between their work and personal life.
352. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the ASSEA 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

353. Study assistance is one way the agency supports lifelong learning for employees and may include approved paid and unpaid leave, and/or reimbursement of costs up to \$3,147 per calendar year.
354. An employee undertaking an approved course can request paid leave up to 8 hours per week. Employees can request leave without pay for up to 12 months for study purposes. Where study assistance is approved, additional time off for attendance at compulsory examinations and assessments (including reasonable travel time) will be approved.
355. Further information about studies assistance can be found in the Studies Assistance policy.

Learning and development

- 356. The ASSEA is committed to fostering a culture of culture of continuous learning and development to ensure employees have the skills, knowledge and capabilities relevant to their current role.
- 357. Employees and their managers will discuss and agree to a learning and development plan for the employee's current work and career development goals, with agreed work time to participate in relevant programs and opportunities.

Professional qualifications

- 358. The ASSEA will provide reimbursements for membership and accreditation or registration fees, including required maintenance, where the agency considers it is necessary for the employee to perform their role.

Section 9: Travel and location-based conditions

Travel

359. While travelling on agency business, all employees are entitled to a reasonable standard of accommodation (consistent with ASSEA accommodation rates), meals and transport without personal expense. Travel must be organised to ensure maximum value to the Commonwealth with no personal expense, monetary gain or other type of benefit to the employee. The ASSEA will determine and meet the reasonable costs associated with official domestic and international travel. Further information is in the Travel Policy.
360. The following principles apply in relation to employees undertaking travel on official business:
- 360.1 subject to clause 359, employees will not be out of pocket for the reasonable costs of accommodation, meals, incidentals and other expenses incurred through travelling on official business ; and
 - 360.2 in organising and approving business travel, managers shall be flexible in accommodating the needs of individuals and should take into account family responsibilities, personal circumstances and other relevant factors that may affect an employee's ability to travel.
361. Managers may agree to reasonable compensatory time off in recognition of any additional time spent travelling outside normal working hours. Any such absences will be recorded for workers' compensation purposes.

Class of Travel

362. Domestic air travel will be by economy class. International air travel will be by business class. Travel by bus or train will be by first class, where available.

Reviewed Travel Allowance

363. Payment arrangements and the level of entitlement for travel expenses will be reviewed after 21 days away from home (in the one location) and paid on the basis of reasonable actual expenses or an alternative package of assistance agreed between the employee and the CEO. A trip home will not be regarded as a break for the purposes of determining reviewed travel allowance.

Emergency Situations while Travelling on Official Business

364. Assistance may be authorised by the CEO in situations where:
- 364.1 an employee becomes critically or dangerously ill while travelling on official business and the employee's partner or a family member travels to visit the employee
 - 364.2 a member of the employee's family or the employee's partner's family dies or becomes critically or dangerously ill while the employee is on official business and the employee travels to visit the critically or dangerously ill family member.
365. The assistance may comprise:

- 365.1 reimbursement to the employee for the cost of an economy return airfare in respect of travel within Australia
- 365.2 where the use of a motor vehicle is approved, or is the most appropriate form of travel, motor vehicle allowance consistent with provisions in agreement.

Motor Vehicle Allowance

- 366. Where the CEO authorises an employee to use their private vehicle for official business purposes the employee will be entitled to a flat rate Motor Vehicle Allowance based on the current ATO cents per kilometre rate. Where the cost of the MVA exceeds the lowest practical fare of the day of travel, the expenditure approved will be the amount equivalent to the lowest practical fare.

Relocation assistance

- 367. Where an APS employee is required to relocate at the request of the ASSEA (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.
- 368. Where an employee is required to relocate on engagement with an ASSEA, the employee will be provided with financial relocation assistance.
- 369. Reasonable expenses associated with the relocation include:
 - 369.1 the cost of transport of the employee, their dependants and partner by the most economical means;
 - 369.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
 - 369.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
 - 369.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
- 370. Additional relocation assistance may be considered by CEO discretion.

Section 10: Consultation, representation and dispute resolution

Consultation

Principles

371. Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
372. The ASSEA recognises:
- 372.1 the importance of inclusive and respectful consultative arrangements;
 - 372.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions;
 - 372.3 the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
 - 372.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
 - 372.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
373. Genuine and effective consultation involves:
- 373.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
 - 373.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
 - 373.3 considering feedback from employees and the relevant union(s) in the decision-making process; and
 - 373.4 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

374. Consultation is required in relation to:
- 374.1 changes to work practices which materially alter how an employee carries out their work;
 - 374.2 changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);

- 374.3 major change that is likely to have a significant effect on employees;
- 374.4 implementation of decisions that significantly affect employees;
- 374.5 changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
- 374.6 other workplace matters that are likely to significantly or materially impact employees.

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

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

376. This clause applies if the ASSEA:

- 376.1 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
- 376.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

377. Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.

378. The ASSEA must recognise the representative if:

- 378.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- 378.2 the employee or employees advise the employer of the identity of the representative.

Major change

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

- 379.1 the termination of the employment of employees; or
- 379.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- 379.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- 379.4 the alteration of hours of work; or
- 379.5 the need to retrain employees; or

- 379.6 the need to relocate employees to another workplace; or
- 379.7 the restructuring of jobs.
- 380. The following additional consultation requirements in clauses 381 to 387 apply to a proposal to introduce a major change referred to in clause 374.3.
- 381. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 375.
- 382. Where practicable, an ASSEA change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.
- 383. The ASSEA must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
- 384. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 375, the ASSEA must:
 - 384.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - 384.1.1 the proposed change;
 - 384.1.2 the effect the proposed change is likely to have on the employees; and
 - 384.1.3 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - 384.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - 384.2.1 all relevant information about the proposed change, including the nature of the change proposed; and
 - 384.2.2 information about the expected effects of the proposed change on the employees; and
 - 384.2.3 any other matters likely to affect the employees.
- 385. The ASSEA must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
- 386. However, the ASSEA is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
- 387. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the ASSEA, the requirements set out in clauses 381 to 385 are taken not to apply.

Change to regular roster or ordinary hours of work

- 388. The following additional consultation requirements in clauses 389 to 392 apply to a proposal to introduce a change referred to in clause 374.5.

389. The ASSEA must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
390. As soon as practicable after proposing to introduce the change, the ASSEA must:
- 390.1 discuss with employees and the relevant union(s) and/or other recognised representatives the proposed introduction of the change; and
 - 390.2 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - 390.2.1 all relevant information about the proposed change, including the nature of the proposed change; and
 - 390.2.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - 390.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - 390.3 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).
391. However, the ASSEA is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
392. The ASSEA must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

Interaction with emergency management activities

393. Nothing in this term restricts or limits the ability of a designated emergency management body to undertake activities provided at section 195A(1) of *the Fair Work Act 2009*.

Agency consultative committee

394. The CEO may establish an agency consultative committee to discuss relevant workplace matters.
395. ASSEA consultative committees will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.

APS consultative committee

396. The CEO will support the operation of the APS consultative committee to the extent possible. This includes providing information requested by the Australian Public Service Commission to support the operation of the APS consultative committee, subject to legislative requirements.

Dispute resolution

397. If a dispute relates to:
- 397.1 a matter arising under the agreement; or
 - 397.2 the National Employment Standards;
- this term sets out procedures to settle the dispute.
398. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
399. 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.
400. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
401. 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 400 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
402. The Fair Work Commission may deal with the dispute in 2 stages:
- 402.1 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
 - 402.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - 402.2.1 arbitrate the dispute; and
 - 402.2.2 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 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 Act. Therefore, an appeal may be made against the decision.

403. While the parties are attempting to resolve the dispute using the procedures in this term:
- 403.1 an employee must continue to perform their work as they would normally in accordance with established custom and practice at the ASSEA that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
 - 403.2 subject to subclause 403.1, an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - 403.2.1 the work is not safe; or

- 403.2.2 applicable work health and safety legislation would not permit the work to be performed; or
- 403.2.3 the work is not appropriate for the employee to perform; or
- 403.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.

- 404. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
- 405. Any disputes arising under the *Asbestos Safety and Eradication Agency Determination 2022* or the National Employment Standards that were formally notified under clause 257 of that determination 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

- 406. Where the provisions of clauses 397 to 400 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 398, 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 401.

Delegates' rights

- 407. Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to the agency.
- 408. The role of union delegates is to be respected and supported.
- 409. The ASSEA and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

- 410. The ASSEA respects the role of union delegates to:
 - 410.1 provide information, consult with and seek feedback from employees in the workplace on workplace matters;
 - 410.2 consult with other delegates and union officials, and get advice and assistance from union officials;
 - 410.3 represent the interests of members to the employer and industrial tribunals; and
 - 410.4 represent members at relevant union forums, consultative committees or bargaining.
- 411. The ASSEA and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.

412. 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.
413. To support the role of union delegates, the ASSEA will, subject to legislative and operational requirements, including privacy and security requirements:
- 413.1 provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
 - 413.2 advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
 - 413.3 allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications;
 - 413.4 provide access to new employees as part of induction; and
 - 413.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
414. 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 ASSEA before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

Section 11: Separation and retention

Resignation

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

Payment on death of an employee

- 418. When an employee dies, or the CEO has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the CEO 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.

Redeployment, retraining, redundancy

Application

- 419. The following provisions apply to all employees, covered by this Agreement excluding:
 - 419.1 an employee serving a probationary period; and
 - 419.2 a non-ongoing employee.
- 420. An offer of voluntary termination can also be made to an employee who is not fit for and not at work may be made to an employee who is excess in accordance with the Excess Employee circumstances outlined in the Definitions section below, only where the CEO, having regard to the Commonwealth's potential liability, decides it is appropriate.
- 421. Salary for the purpose of Section 11 includes the employee's substantive salary on the date of termination and allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

Consideration Period

- 422. Where an excess employee situation is identified the CEO will:
 - 422.1 advise in writing, the employee(s) directly affected of the situation, the reasons and scope;

- 422.2 discuss the voluntary termination and reassignment processes with affected employees;
- 422.3 hold discussions with the employee(s); and
- 422.4 offer the affected employee(s) voluntary termination.

Voluntary Termination Offer

- 423. A voluntary termination offer will only be offered once in an identified excess situation.
- 424. The offer must state when the CEO proposes to issue the termination notice if the offer is accepted.
- 425. The offer should include the following information to assist the employee in their considerations:
 - 425.1 amount payable as termination pay, pay in lieu of notice and accrued annual and long service leave credits;
 - 425.2 amount of accumulated superannuation contributions;
 - 425.3 superannuation options;
 - 425.4 taxation rules applicable to the various payments; and
 - 425.5 the availability of financial assistance, on a reimbursement basis, towards obtaining independent financial advice up to the value of \$948.
- 426. The employee(s) will have 4 weeks in which to consider the offer of voluntary termination. An employee who has received an offer of voluntary termination must advise the CEO, in writing, before the end of the discussion and consideration period whether the employee wishes to be considered for re-assignment or voluntary termination.
- 427. If the employee does not accept the formal offer of voluntary termination or express a preference for reassignment, the employee will be taken to have a preference to be considered for reassignment, and their retention period will commence in accordance with clause 443.
- 428. Employees will be become excess 4 weeks after the date the employee receives a formal offer of voluntary termination unless during this time their employment has been terminated, they have been redeployed or the CEO decides they are no longer in an excess situation.
- 429. Should the employee request an earlier termination date that falls within the discussion and consideration period, and employment is terminated before the expiry of that period, the employee will be entitled to receive payment for the unexpired portion of the discussion and consideration period.

Voluntary Termination Process

- 430. If an employee accepts an offer of voluntary termination, and the CEO agrees to the termination, the CEO will issue a “notice of termination” under section 29 of the PS Act.
- 431. The period of notice will be 4 weeks, or 5 weeks for an employee over 45 years of age with at least 5 years of continuous, current APS service at the time of the offer. Where an employee elects to terminate their employment before the expiration of the notice period, and employment is terminated before the expiry of that period, payment in lieu for the unexpired portion of the notice period will be made.

- 432. Notice of termination will not be given before the end of the discussion and consideration period without the agreement of the employee.
- 433. Only one offer of voluntary termination will be made to an employee.
- 434. An employee will not be involuntarily terminated if the employee has not been invited to elect for retrenchment with the payment of a redundancy benefit or has elected for retrenchment but the CEO has refused to accept it.
- 435. The CEO may, prior to the conclusion of these discussions, invite an employee who is not a potentially excess employee to express interest in voluntary retrenchment, where the retrenchment of that employee would permit the redeployment of an employee who is potentially excess.

Severance Pay

- 436. An employee who accepts voluntary termination and whose employment is terminated under section 29 of the PS Act on the grounds that they are excess to requirements will be entitled to the following severance pay, subject to any minimum amount the employee is entitled to under the NES:
 - 436.1 2 weeks' salary for each completed continuous year of service
 - 436.2 a pro-rata payment for completed continuous months of service since the last completed year of service.
- 437. The minimum amount of severance pay is an amount equal to 4 weeks' salary and the maximum amount payable is an amount equal to 48 weeks' salary.
- 438. Severance pay is calculated on a pro-rata basis for any period of service when the employee worked part-time, subject to any minimum amount the employee is entitled to under the NES.

Service for Severance Pay Purposes

- 439. Service for severance pay purposes means:
 - 439.1 service in the agency
 - 439.2 Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*
 - 439.3 service with a Commonwealth body (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
 - 439.4 service with the Australian Defence Forces
 - 439.5 service in another organisation where the employee was transferred from the APS to that organisation; or an employee engaged by that organisation on work within a function is engaged as an APS employee as a result of the transfer of that function to the APS; and such service is recognised for long service leave purposes.
- 440. For earlier periods of service to count, there must be no breaks between the periods of service, except where 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.

Service Not to Count for Severance Pay Purposes

441. Periods of service that will not count as service for redundancy pay purposes are periods of service that ceased by way of:
- 441.1 termination under section 29 of the PS Act, or
 - 441.2 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
 - 441.3 voluntary retirement at or above the minimum retiring age applicable to the employee, or
 - 441.4 payment of a redundancy benefit or a similar payment or an employer-financed retirement benefit.
442. Absences from duty which do not count as service for long service leave purposes will not count for severance pay purposes.

Retention Period

443. Should an employee not accept the formal offer of voluntary termination, the employee will commence their retention period on the day after the expiry of the discussion and consideration period. The notice period will be concurrent with the retention period.
444. The retention period is 30 weeks for eligible employees and the retention period commences the day after the expiry of the discussion and consideration period.
445. The intention of the retention period is to enable excess employees to be reassigned within the APS or to find other suitable employment. Consistent with this intention, during the retention period:
- 445.1 the agency may provide and resource reasonable career transition services and support, and take reasonable steps to move an excess employee to a suitable vacancy, to another agency and to pursue placements outside the APS consistent with this agreement
 - 445.2 employees will take reasonable and genuine steps to secure permanent re-assignment or placement.
446. If an employee is entitled to a redundancy payment under the NES, the relevant period in clause 444 is 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).
447. If after taking reasonable steps, the CEO is satisfied that there is insufficient productive work available for the employee during the remainder of their retention period and there is no reasonable redeployment prospects in the APS, the CEO may, after undertaking consultation with the affected employee, terminate his or her employment under section 29 of the PS Act.
448. Upon termination the employee will be paid a lump sum comprising:

- 448.1 The balance of the retention period (as shortened by the NES under sub-clause 448.2) and this payment will be taken to include payment in lieu of notice of termination of employment; and
- 448.2 The employee's NES entitlement to redundancy pay.

Reassignment Services and Reduction in Classification

- 449. The following provisions will apply to employees during their retention period:
 - 449.1 The employee can access up to \$1,423 for payment for outplacement services or training opportunities that would be expected to enhance the employment prospects of employees.
 - 449.2 Excess employees will be considered first and in isolation from, and not in competition with, other applicants who are not excess for an advertised vacancy to which the employee seeks transfer but only at or below the employee's level. In placing excess employees consideration will be given to the employee's current skills and experience or the employee's ability to acquire the relevant skills for the advertised vacancy in a short period of time.
 - 449.3 Suitable trial placements in another organisation including private sector organisations will be funded for up to 3 months where there is an identifiable opportunity for permanent placement and no job swap arrangement is involved. An individual employee may undertake more than 1 trial placement.
 - 449.4 The excess employee may request assistance in meeting reasonable travel costs and incidental expenses incurred in seeking alternative employment where these expenses are not met by the prospective employer.
 - 449.5 If a suitable vacancy does not exist at the same level within or where the CEO proposes to reduce an excess employee's classification as a means of securing alternative employment, the employee will be given 4 weeks' notice. If reduction occurs after the offer of voluntary termination and 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.

Leave during the Retention Period

- 450. Retention periods will only be extended by any periods of approved leave due to illness or injury of the employee (supported by medical evidence) taken during the retention period. The period will not be extended on these grounds beyond an additional 8 weeks.

Involuntary Termination

- 451. If an excess employee is unsuccessful in obtaining permanent reassignment at the end of the retention period, his or her employment will be terminated under section 29 of the PS Act.
- 452. Where an excess employee's employment is to be terminated the employee will be given 4 weeks' notice of termination (or 5 weeks for an employee over 45 years of age with at least 5 years of continuous, current APS service). This period of notice will be served, as far as practicable, concurrently with the retention period. Where an employee elects to terminate their employment before the expiration of the notice period, payment in lieu for the unexpired notice period will be made.

453. In deciding whether to terminate an excess employee, the CEO will take account of any re-assignment process that may be in progress.
454. An excess employee may consent to involuntary termination during the retention period. Severance benefits are not available to employees who resign or consent to involuntary termination during the retention period. An employee may be entitled to a redundancy payment under the NES.

Breaches of the APS Code of Conduct and Underperformance during the Retention Period

455. Where action in relation to a suspected breach of the APS Code of Conduct or action relating to unsatisfactory performance extends into, or commences, during the retention period the matter will be dealt with in accordance with the relevant agency provisions as varied from time to time.

Termination of Employment

456. An employee's employment may be terminated under Section 29 of the PS Act. Termination of, or a decision to terminate employment cannot be reviewed under the Dispute Resolution procedures outlined in this agreement. The sole and exhaustive rights and remedies of an employee in relation to termination of employment are:
- 456.1 the FW Act;
 - 456.2 other Commonwealth laws (including the Constitution);
 - 456.3 at common law.
457. Nothing in this agreement prevents the CEO from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with section 123(1) of the FW Act subject to compliance with the procedures established by the CEO for determining whether an employee has breached the Code of Conduct under section 15 of the PS Act.

Attachment A – Base Salaries

Classification	Salary Pay Point	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
EL 2	4	\$159,821	\$166,214	\$172,530	\$178,396
	3	\$149,649	\$155,635	\$161,549	\$167,042
	2	\$141,191	\$146,839	\$152,419	\$157,601
	1	\$133,143	\$138,469	\$143,731	\$148,618
EL 1	4	\$125,048	\$130,050	\$134,992	\$139,582
	3	\$118,763	\$123,514	\$128,208	\$132,567
	2	\$115,862	\$120,496	\$125,075	\$129,328
	1	\$113,144	\$117,670	\$122,141	\$126,294
APS 6	3	\$101,182	\$105,229	\$109,228	\$112,942
	2	\$95,006	\$98,806	\$102,561	\$106,048
	1	\$92,012	\$95,692	\$99,328	\$102,705
APS 5	3	\$87,501	\$91,001	\$94,459	\$97,671
	2	\$83,590	\$86,934	\$90,237	\$93,305
	1	\$81,846	\$85,120	\$88,355	\$91,359
APS 4	3	\$79,277	\$82,448	\$85,581	\$88,491
	2	\$76,195	\$79,243	\$82,254	\$85,051
	1	\$74,128	\$77,093	\$80,023	\$82,744
APS 3	2	\$70,979	\$73,818	\$76,623	\$79,228
	1	\$68,146	\$70,872	\$73,565	\$76,066
APS 2	3	\$65,025	\$67,626	\$70,196	\$72,583
	2	\$63,824	\$66,377	\$68,899	\$71,242
	1	\$61,022	\$63,463	\$65,875	\$68,115
APS 1	2	\$56,805	\$59,077	\$61,322	\$63,407
	1	\$51,955	\$54,033	\$56,086	\$57,993

* Further detail on ASSEA broadbands can be found in Section 4: Classifications and Broadbands

Attachment B – Supported Wage System

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

Definitions

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 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 classification of work for which an employee is engaged.

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

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

Eligibility criteria

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

Supported wage rates

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

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

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

6. Provided that the minimum amount payable to an employees to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.
7. Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

Assessment of capacity

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

Lodgement of SWS wage assessment agreement

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

Review of assessment

12. The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review

must be in accordance with the procedures for assessing capacity under the supported wage system.

Other terms and conditions of employment

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

Workplace adjustment

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

Trial period

15. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
16. During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
17. The minimum amount payable to the employee during the Trial Period must be no less than the current weekly rate, as determined by the Fair Work Commission.
18. Work trials should include induction or training as appropriate to the job being trialled.
19. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 8 and 9 on assessment of capacity.

**Signatories – Asbestos and Silica Safety and Eradication Agency (ASSEA)
Enterprise Agreement 2024-2027**

The Asbestos and Silica Safety and Eradication Agency (ASSEA) Enterprise Agreement 2024-2027

Employer

Signed for, and on behalf of, the Commonwealth by the Chief Executive Officer, Asbestos and Silica Safety and Eradication Agency



Signed:

Full Name: Jodie Lee Deakes

Position: Chief Executive Officer, Asbestos and Silica Safety and Eradication Agency

Address: GPO Box 1116, Canberra, ACT, 2601

Employee

Signed for, and on behalf of, employees of the Asbestos and Silica Safety and Eradication Agency



Signed:

Full Name: Melissa Payne

Position: CPSU Deputy National President

Address: PO Box K243, Haymarket, NSW, 1240