



Australian Government



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# The Prime Minister's Official Establishments Enterprise Agreement 2024-2026

## Signatories

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

For the Commonwealth

Signed for and on behalf of the Commonwealth of Australia



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## Bargaining Representatives

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Kim Osmond, The Lodge House Manager  
Chris Darragh, The Lodge Senior Chef



KIM OSMOND

THE LODGE HOUSE MANAGER

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TERRITORY

BARGAINING REPRESENTATIVE appointed under s 176(1)(c) of  
the FW act

26 September 2024

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## Definitions

Agreement	The Prime Minister's Official Establishments Enterprise Agreement 2024-2026.
APS agency	An agency whose employees are employed under the PS Act, including an agency as defined in section 7 of the PS Act whose employees are employed under that Act.
APS	The Australian Public Service.
Casual employee	Casual employee means an employee engaged under part III, section 11(2) of the MoP(S) Act, who is a casual employee as defined by the FW Act.
Cadet force	The Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
Classification	The approved classifications with pay rates as set out in Section 4 and Attachment A of this Agreement.
Child	A biological child, adopted child, foster child, step child, or ward.
De facto partner	A person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee.
Delegate	Someone to whom a power or authority has been delegated.
Dependant	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	An employee of the Commonwealth engaged under Part III, sub-section 11(2) of the MoP(S) Act who is covered by this Agreement (whether full time, part time or casual, ongoing or non-ongoing).
Employee representative	A person (whether an employee or not) elected or chosen by an employee, or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this Agreement. This includes a "representative" appointed or chosen by an employee(s).



Employer	The Prime Minister on behalf of the Commonwealth.
Established positions	Refers to the positions allocated and approved by the Prime Minister under sub-section 11(2) of the MoP(S) Act to be employed by the Employer.
Family	Means: <ul style="list-style-type: none"> <li>a) a spouse, former spouse, de facto partner or former de facto partner of the employee;</li> <li>b) a child, parent, grandparent, grandchild, or sibling of the employee;</li> <li>c) a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;</li> <li>d) a member of the employee's household; or</li> <li>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.</li> </ul>
Family and domestic violence	Has the same meaning as in section 106B(2) of the FW Act.
Full time employee	An employee employed to work an average of 37.5 hours per week worked as 150 hours per 4 weeks in accordance with the rostering arrangements set out in clause 87.
FW Act	<i>Fair Work Act 2009</i> (Cth) as amended from time to time.
FWC	Fair Work Commission.
LSL Act	<i>Long Service Leave (Commonwealth Employees) Act 1976</i> (Cth).
Manager	An employee's direct manager who is usually the person to whom an employee reports to on a day-to-day basis for work related matters, and may include a person referred to as a supervisor.
ML Act	<i>Maternity Leave (Commonwealth Employees) Act 1973</i> (Cth) and any successor legislation.
Ministerial Code of Conduct	Staff employed under the MoP(S) Act must adhere to the <a href="#">Ministerial staff code of conduct   Finance Ministers</a> .
MoP(S) Act	<i>Members of Parliament (Staff) Act 1984</i> (Cth).
Non-ongoing employee	An employee engaged for a specified term or for the duration of a specified task, consistent with the FW Act.

NES	The National Employment Standards at Part 2-2 of the FW Act.
Prime Minister's Official Establishments	The Prime Minister's Official Establishments include Kirribilli House, The Lodge, and the Prime Minister's Suite in the Australian Parliament House and in the Commonwealth Parliament Office in Sydney.
Office Holder	An 'office-holder' in section 3 of the MoP(S) Act.
Ongoing employee	Employees engaged for an ongoing period under part III of the MoP(S) Act.
Ordinary hours	Is an average of 37.5 hours per week worked as 150 hours over 4 weeks for a full time employee, or less for a part time employee, to be worked in accordance with the rostering arrangements at clause 87.  Is a maximum of 11.5 hours (excluding unpaid breaks) in one shift.
Parliamentary service	Employment under the <i>Parliamentary Service Act 1999</i> (Cth).
Partner	A spouse or de facto partner.
Part time employee	An employee employed to work less than 150 hours per 4 weeks in accordance with the rostering arrangements at clause 87.
Performance Framework	The Performance Framework in place at the time and set out in the Performance and Development Policy.
Personal employee	An employee who is not an electorate employee and employed under Part III of the MoP(S) Act by an Office Holder.
PGPA Act	<i>Public Governance, Performance and Accountability Act 2013</i> (Cth).
PM&C	The Department of the Prime Minister and Cabinet.
Primary caregiver	For the purposes of the parental leave clause means a pregnant employee with an entitlement under the ML Act, or an employee other than a casual employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this Agreement.
PS Act	<i>Public Service Act 1999</i> (Cth) as amended from time to time.
PWSS	The Parliamentary Workplace Support Service who provide human resource and work health and safety support and guidance to parliamentarians and MoP(S) Act employees.

Relevant employee	An affected employee.
Secondary caregiver	For the purposes of the parental leave clause means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this Agreement.
Span of hours	Is from 7 am to 7 pm Monday to Sunday, unless varied by formal agreement between the employee and the Employer.
TOIL	Time off in lieu.

## Section 1: Technical matters

### Title

1. This agreement will be known as the Prime Minister's Official Establishments Enterprise Agreement 2024-2026.

### Parties to the agreement

2. The Agreement covers:
  - a. the Prime Minister, for and on behalf of the Commonwealth of Australia as the Employer;
  - b. PM&C, as the delegated authority to administer the terms and conditions of employment regarding the established positions and personal employees of the Employer under the MoP(S) Act and associated legislation; and
  - c. all employees employed at the Prime Minister's Official Establishments under Part III of the MoP(S) Act.

### Operation of the Agreement

3. This Agreement will commence operation seven days after approval by the FWC and replaces all previous determinations known as the *Prime Minister's Official Establishments Employees Determination 2020-2023*, *Prime Minister's Official Establishments Casuals Determination 2020-2023*, *Prime Minister's Official Establishments Employees Determination 2022/01*, *Prime Minister's Official Establishments Casual Employees Determination 2022/01* and *Prime Minister's Official Establishments Employees' Salaries and Allowances Determination 1 of 2024*.
4. The Agreement will nominally expire on 9 October 2026.

### Delegations

5. The Employer may delegate or authorise any or all of their powers and functions under this Agreement, including this power of delegation, and may do so subject to conditions.

### NES precedence

6. The terms of this Agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this Agreement is detrimental to an employee of the Employer 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 Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
  - a. the arrangement deals with one or more of the following matters:
    - i. arrangements about when work is performed;
    - ii. overtime rates;
    - iii. penalty rates;
    - iv. allowances;
    - v. remuneration; and
    - vi. leave and leave loading; and
  - b. the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the above mentioned in clause 10a; and
  - c. the arrangement is genuinely agreed to by the Employer and employee.
11. The Employer must ensure that the terms of the individual flexibility arrangement:
  - a. are about permitted matters under section 172 of the FW Act;
  - b. are not unlawful terms under section 194 of the FW Act; and
  - c. result in the Employee being better off overall than the employee would be if no arrangement was made.
12. The Employer must ensure that the individual flexibility arrangement:
  - a. is in writing;
  - b. includes the name of the Employer and Employee;
  - c. is signed by the Employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - d. includes details of:
    - i. the terms of this Agreement that will be varied by the arrangement;
    - ii. how the arrangement will vary the effect of the terms;
    - iii. how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and

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

## Employment Principles

- 16. The Employer supports the employment principles outlined in the MoP(S) Act, that the workplace:
  - a. is safe and free from all forms of bullying and harassment;
  - b. is free from discrimination and fosters diversity;
  - c. is one in which decisions relating to employment are based on capability;
  - d. is one in which parliamentarians, office-holders and Employees foster a culture of professionalism and integrity;
  - e. requires effective performance from each Employee against expectations defined by the parliamentarian or office-holder;
  - f. supports the training and professional development of all Employees (including those with managerial responsibilities); and
  - g. facilitates consultation with Employees about matters that affect the workplace.
- 17. When exercising a function or power under a Members of Parliament authorisation, Employees must comply with any directions given by the person authorising the exercise of the function or power.

## Section 2: Remuneration

### Salary

18. The salary rates for all classification levels are set out in Attachment A – Classifications and Salaries of this Agreement.

### Payment of salary

19. 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

20. Where an Employee is engaged, moves to or is promoted by the Employer, the Employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Employer determines a higher salary within the relevant salary range under these provisions.
21. The Employer 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.
22. In determining a salary under these provisions, the Employer will have regard to a range of relevant factors including the Employee's experience, qualifications and skills.
23. Where an Employee commences full time or part time employment with the Employer immediately following a period of non-ongoing employment with the Employer for a specified term or task, the Employer will determine the payment of the Employee's salary within the relevant salary range of the relevant classification which recognises the Employee's prior service with the Employer.
24. Where the Employer determines that an Employee's salary has been incorrectly set, the Employer may determine the correct salary and the date of effect.

### Incremental advancement

25. The salary rates in Attachment A include the following increases:
- 3.8% from the first full pay period on or after 10 October 2024, and
  - 3.4% from the first full pay period on or after 10 October 2025.

26. Employees (excluding casuals) are eligible to advance to the next highest pay point for their classification on 1 July each year if they have not reached the maximum pay point and:
  - a. they have been at their current pay point for at least 3 months; and
  - b. they are performing at the expected standard for their classification level, as determined by their manager through the Performance Framework.
27. 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.
28. During a period of unpaid parental leave an Employee will be eligible to advance a maximum of one pay point, regardless of the length of unpaid parental leave.
29. Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.
30. Salary progression while acting at a higher classification will be retained for future acting duties at, or promotion to, that classification regardless of elapsed time.
31. Employees may advance two or more pay points with the agreement of the Employer based on proven high performance.

## Superannuation

32. The Employer will make compulsory employer contributions as required by the applicable legislation and fund requirements.
33. Employer superannuation contributions will be paid on behalf of Employees during periods of paid leave that count as service.
34. The Employer 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 PM&C's payroll system.

## Method of calculating superannuation salary

35. The Employer will provide an employer contribution of 15.4% of the employee's Fortnightly Contribution Salary (FCS) for Employees in the Public Sector Superannuation Accumulation Plan (PSSap) or other nominated, stapled and default superannuation funds.
36. Employer contributions will be made for all Employees covered by this Agreement.
37. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.



## Payment during unpaid parental leave

38. 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.
39. The Employer will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by PM&C's payroll system as authorised by the Employer.

## Probation

40. A newly appointed Employee will be required to undertake a probationary period of up to 6 months from the date of commencement of employment.

## Salary Packaging

41. Employees who have been employed by the Employer for a minimum of 3 months, may sacrifice their salary for a range of non-cash benefits through agreed providers. This will be managed in accordance with the PM&C departmental policy through the payroll system.

## Overpayments

42. An overpayment occurs if the Employer (or PM&C) provides an Employee with an amount of money to which the Employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this Agreement).
43. Where the Employer considers that an overpayment has occurred, the Employer will provide the Employee with notice in writing. The notice will provide details of the overpayment.
44. Where an Employee seeks to dispute the amount of the overpayment, they will advise the Employer in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the Employee's response has been reviewed.
45. If verified, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the Employer in full by the Employee. The Employee may be directed to make repayments directly to PM&C.
46. The Employer and the Employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the Employee's circumstances and any potential hardship to the Employee. The arrangement will be documented in writing.
47. The Employer and Employee may agree to make deductions from an amount to be paid to the Employee or final monies where there is an outstanding payment upon cessation of employment.
48. Interest will not be charged on overpayments.

49. Nothing in clause 42 to 48 prevents:

- a. the Employer from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the PGPA Act;
- b. the Employer from pursuing legal recovery of the debt; or
- c. the Employee or the Employer from seeking approval to waive the debt under the PGPA Act.

### Supported wage system

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

- a. have a disability;
- b. meet the criteria for a Disability Support Pension; and
- c. are unable to perform duties to the capacity required.

Specific conditions relating to the supported wage system are detailed in Attachment B – Supported Wage System.

## Section 3: Higher Duties, Allowances and Reimbursements

### Higher duties

51. Where an established position needs to be filled for 5 or more working days, higher duties allowance will be paid to any temporary occupants of the established position acting at a classification higher than their substantive position.
52. 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, or as otherwise determined by the Employer.
53. 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.
54. Where an Employee is assigned only part of the higher duties, the Employer will determine the amount of allowance payable.
55. Higher duties allowance will be payable while an Employee is acting at a higher classification as part of a job sharing arrangement where the duration of the arrangement is at least 5 working days.
56. The Employer may shorten the qualifying period for higher duties allowance on a case-by-case basis.

### Workplace responsibility allowances

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

	At Commencement	10 October 2024 (3.8%)	10 October 2025 (3.4%)
First Aid / Emergency Warden	\$34.44 per fortnight	\$35.75 per fortnight	\$36.97 per fortnight
Health and Safety Representative	\$30.76 per fortnight	\$31.93 per fortnight	\$33.02 per fortnight

58. An Employee is not to receive more than one workplace responsibility allowance unless approved by the Employer due to operational requirements.
59. The full allowance is payable regardless of flexible work and part time arrangements.

60. An Employee's physical availability to undertake the role will be considered by the Employer 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.
61. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

## Reimbursements

### Carer's Costs

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

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

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

### Financial retirement advice

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

### Protective and Professional Clothing

65. Employees will be required to wear suitable official protective and professional clothing while undertaking duties at the Prime Minister's Official Establishments to maintain dress standards or wear occupational-specific clothing.
66. All uniforms and clothing provided and paid for by the Employer must include the embossed or embroidered logo of the Prime Minister's Official Establishments and will be laundered on site or through an approved external provider. Details regarding the types, purchase, embroidering and laundering of clothing, is provided in the Protective and Professional Clothing Policy.
67. Full time and part time employees may purchase, in consultation with the Official Establishments Manager, suitable protective and professional clothing of up to \$1,200 per calendar year, and seek reimbursement from the Employer or use an issued Commonwealth credit card where available to purchase the clothing. The Employee must submit receipts and abide by the financial delegations and responsibilities communicated to Employees by PM&C and the process under the PM&C credit card policy.

68. Casual employees will be provided with appropriate protective clothing per shift that will be retained at the Prime Minister's Official Establishments and laundered on site.
69. Any protective or professional clothing which has been purchased by the Employer, must be returned for appropriate action, such as disposal, when the Employee leaves employment.

## Section 4: Classifications

### Prime Minister's Official Establishments Classifications

70. The previous full time, part time and casual classification schedules are superseded upon commencement of this Agreement.

Table 1 – Full time and part time positions under this Agreement

Prime Minister's Official Establishments Employees 2020-2023 (Superseded)		Prime Minister's Official Establishments Enterprise Agreement 2024-2026	
Position Code	Titles	Position code	Titles
HMA	House Manager	OEM	Official Establishments Manager
HMB	House Manager/Senior Chef	OEAM	Official Establishments Assistant Manager
SHA	Senior House Attendant	OESA	Official Establishments Senior Attendant
HA	House Attendant	OEA	Official Establishments Attendant
SC	Senior Chef	OECH	Official Establishments Chef
C	Second Chef	-	-

Table 2 – Full time and part time position descriptions under this Agreement

Classification Code	Classification Title	Role Overview
OEM	Official Establishments Manager	Day-to-day responsibility for the effective and efficient running of the Prime Minister's Official Establishments. This includes responsibility for administering the budget, managing staff, instigating and coordinating repairs and maintenance, overseeing personal domestic services to the Prime Minister and family,

		providing services to guests of the residences, managing events, preparing meals and stock control.
OEAM	Official Establishments Assistant Manager	Provide support and coverage for the Official Establishments Manager to deliver operational services to the Prime Minister and family with a particular focus on event management, coordinating repairs and maintenance and undertaking personal domestic services. Supervising staff when required.
OESA	Official Establishments Senior Attendant	Responsible for providing personal domestic services to the Prime Minister and family, assistance with events, general interior and exterior cleaning duties of the Official Establishments and other support as required.
OEA	Official Establishments Attendant	Responsible for general interior and exterior cleaning duties of the Official Establishments and other support as required.
OECH	Official Establishments Chef	Responsible for planning, preparation and presentation of all meals for the Prime Minister and family and guests attending events at the Official Establishments. Managing all aspects of the kitchen including purchasing of food products, maintaining hygiene practices and staffing when required. Supporting events including menu and function planning and costing.

Table 3 – Casual positions under this Agreement

Prime Minister's Official Establishments Casual Employees Determination 2020-2023 (Superseded)		Prime Minister's Official Establishments Enterprise Agreement 2024-2026	
Schedule	Titles	Classifications	Title
Schedule 1	Cooking Assistants / Staff	Official Establishments Level 2	House Attendant / Guest Services Attendant
Schedule 2	Wait Staff / Kitchen Hands	Official Establishments Level 1	Food and Beverage Attendant / Kitchen Attendant
Schedule 3	House Attendant / Gardening Assistant / Florist	Official Establishments Level 3	Florist
Schedule 3	House Attendant / Gardening Assistant / Florist	Official Establishments Level 4	Food and Beverage Supervisor
Schedule 4	Casual Chef	Official Establishments Level 5	Chef



Table 4 - Casual positions descriptions under this Agreement

Classification Code	Classification Title	Role Overview
Official Establishments Level 1	Food and Beverage Attendant / Kitchen Attendant	<p>Food and Beverage Attendants are engaged in general waiting duties for food and beverages as well as preparing, serving and cleaning, greeting and seating guests.</p> <p>Kitchen Attendants are engaged in general preparation and cleaning duties within a kitchen or food preparation area.</p>
Official Establishments Level 2	House Attendant / Guest Services Attendant	<p>House Attendants are engaged in servicing and cleaning common and private areas including accommodation and other general duties such as laundry.</p> <p>Guest Services Attendants provide personalised services such as general, food and beverage services.</p>
Official Establishments Level 3	Florist	<p>Florists design and arrange various types of fresh, dried, and artificial flowers. They are required to perform floristry duties for the majority of their duties.</p>
Official Establishments Level 4	Food and Beverage Supervisor	<p>Food and beverage supervisors have the appropriate level of training, including a supervisory course, and have responsibility for the supervision, training and co-ordination of food and beverage staff or for stock control for one or more workplaces.</p>
Official Establishments Level 5	Chef	<p>Chefs have completed an apprenticeship or passed the appropriate trade test in cooking, butchering, baking or pastry cooking and perform general and specialised cooking duties.</p>

## Section 5: Working hours and arrangements

### Job security – Pathways to permanency

71. The Employer will comply with the casual conversion provision of the FW Act. In addition, the Employer 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 employment

72. A Casual employee is defined in the Definitions section.
73. A decision to expand the use of Casual employees is subject to Section 10 Consultation, Representation and Dispute Resolution of this Agreement.
74. The Employer will regularly review the working arrangements of Casual employees to assess if they are genuinely performing duties of a casual nature.
75. Remuneration for Casual employees shall be on an hourly basis. Casual employees receive a 25% loading to their base hourly rate of pay. This loading has been included in the remuneration rates set out at Attachment A.
76. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the LSL Act and leave for family and domestic violence support.
77. A Casual employee shall be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate. A Casual employee will work no more than a maximum of 11.5 ordinary hours (excluding unpaid breaks) per shift or above 150 ordinary hours across 4 weeks.
78. Where a Casual employee is given less than 24 hours' notice of the cancellation of their rostered shift, the Employee will be paid:
  - a. a minimum of 3 hours at the appropriate casual rate for staff at The Lodge and a minimum of 4 hours at the appropriate casual rate for staff at Kirribilli House is payable; and
  - b. when the notice is given outside of 8:30 am to 5:00 pm Monday to Sunday, the hours of the cancelled rostered shift are payable.
79. A Casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

### Non-ongoing employment

80. A non-ongoing employee is defined in the Definitions section.

81. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this Agreement's terms, except:
- a. personal/carer's leave accrual at Section 6 Leave; and
  - b. severance provisions at clause 370 to 376.

## Working hours and rostering patterns – full time and part time employees

82. The Employer requires employees to operate on a Monday to Sunday working week. Appropriate levels of staffing are required to ensure continual operation, however actual weekly functional requirements may vary intermittently, based on operational requirements of the Employer.
83. Managers and Employees are mutually responsible for discussing a regular pattern of hours across the span of hours, to achieve organisational priorities and support individual and team wellbeing. 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.
84. Managers will prepare a roster showing for each Employee their name and the times at which they start and finish work within the span of hours. Managers will post the roster in a conspicuous place that is easily accessible by the Employees.
85. The roster of an Employee may be changed at any time by the Employer and Employee by mutual agreement or by the Employer giving the Employee 24 hours' notice of the change.
86. Full time and part time employees (excluding Casual employees) may be required to work reasonable additional hours. Consistent with the NES, Employees may refuse to work unreasonable additional hours.
87. For each 4 week period covered by the roster an Employee's working pattern will meet the following conditions:
- a. 150 ordinary hours for a full time employee; or
  - b. the agreed ordinary hours for a part time employee;
  - c. the minimum number of ordinary hours that may be worked in one day is 6 hours (excluding meal breaks) for a full time employee, and 3 hours (excluding meal breaks) for a part time employee;
  - d. the maximum number of ordinary hours that may be worked in one day is 11.5 hours (excluding unpaid breaks);
  - e. at least 8 days off work; and
  - f. no more than 10 consecutive days of work without a day off work.

## Overtime for Casual employees

88. A Casual employee works overtime when their Manager requests or directs the Employee to do any of the following:
- a. works above 150 hours across 4 weeks;

- b. works more than 11.5 hours (excluding unpaid breaks) in one shift (irrespective of whether the Employee works less than 150 hours over 4 weeks); or
- c. in excess of 11 hours on one day of the week and in excess of 9 hours on any other day of the week.

## Payment for overtime

89. Casual employees are eligible to be paid at the below rates for overtime worked:
- a. For overtime performed on Monday to Friday for the first 2 hours, 150% of the Employee's ordinary hourly rate.
  - b. For overtime performed Monday to Friday after 2 hours, 200% of the Employee's ordinary hourly rate.
  - c. For overtime performed from midnight Friday to Midnight Sunday 200% of the Employee's ordinary hourly rate.
90. Where the hours worked attract both a penalty rate and overtime rate, the Employee will only be paid the one rate. That rate will be the higher rate.

## Time off in Lieu

91. Full time and part time employees seeking to access TOIL are required to keep records of their working hours using a method determined by the Employer.
92. The Employer will only grant TOIL in exceptional circumstances, such as:
- a. when the Employee has been regularly requested or directed by their manager to work on a rostered day off,
  - b. above 150 hours over 4 weeks,
  - c. more than 11.5 hours in one shift (excluding unpaid breaks),
  - d. the employee returns to work without the requisite break between shifts in accordance with clause 103,
  - e. the employee has elected to take TOIL instead of being paid in accordance with clause 149 or
  - f. for work performed on a day during Christmas Closedown that is not a Public Holiday.
93. TOIL can be taken as whole or part days and subject to operational requirements.

## Penalty rates

94. This section only applies to Casual employees.
95. All Casual employees who perform work in the hours and days listed below will be entitled to penalty payments per hour of work as follows:

Shift	Penalty rate calculated on casual's loaded hourly rate
Monday to Friday – 7 pm until 7 am	115%
Saturday	130%
Sunday	175%
Public Holiday	225%

96. The total hourly rate inclusive of casual loading is listed at Attachment A.
97. Where the Employee works a shift that carries over two penalty rates, the Employee will be paid at the higher penalty rate for the entirety of the shift. For example, an Employee working 5 pm Saturday until 1 am Sunday, will be paid the Sunday rate for the entire shift.
98. Where the hours worked attract both a penalty rate and overtime rate, the Employee will only be paid the one rate. That rate will be the higher rate.

### Breaks during shift

99. The Employer will provide the Employee with one paid 10 minute rest break during the first 4 hours of work.
100. The Employer will provide the Employee with one 30 minute unpaid meal break during the first 5 hours of work, unless exceptional circumstances apply. Where the Employee has not taken an unpaid meal break after 6 hours, the Employer will pay the Employee an additional 50% of the Employee's ordinary hourly rate from 6 hours until a break can be taken or the shift ends.
101. The Employer will provide the Employee with one paid 10 minute rest break after the 30 minute unpaid meal break if the Employee is rostered to work 8 hours or more.
102. Where the Employee works more than 10 hours, the paid rest breaks will be 20 minutes instead of 10 minutes.

### Breaks between shifts

103. The Employer will roster a minimum break of 10 hours between when the Employee finishes ordinary hours on one day and starts ordinary hours on the next and a minimum break of 8 hours for a changeover of rosters, unless exceptional circumstances apply.
104. The Employer may direct an Employee to return to work without the requisite break, plus reasonable travel time, for urgent, high priority or time critical work. Where this occurs Casual employees are entitled to overtime until they are able to take the requisite break and full time and part time employees are entitled to TOIL as set out in Clause 92.

## Sundays

105. If a full time employee works 3 or more hours on 10 or more Sundays in a calendar year, the Employee will be entitled to 37.5 hours (1 week) additional annual leave.
106. If a part time employee works 3 or more hours on 10 or more Sundays in a calendar year, the Employee will be entitled to 1 week additional annual leave, calculated on a pro-rata basis.
107. If full time or part time employees work 3 or more hours on 9 or less Sundays in a calendar year, they will be entitled to:
  - a. full time employees: an additional 3.75 hours additional annual leave for each Sunday where they work 3 or more hours.
  - b. part time employees: a pro-rata hourly rate of annual leave for each Sunday where they work 3 or more hours.
108. The additional annual leave in clauses 105 to 107 will be credited in the following January each year.

## Flexible working arrangements

109. The Employer and Employees recognise:
  - a. the importance of an appropriate balance between Employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
  - b. access to flexible work can support strategies to improve diversity in employment and leadership in the public sector;
  - c. access to flexible work supports public sector capability, and can assist in attracting and retaining the Employees needed to deliver for the Australian community, including employees located at a wider range of locations;
  - d. that flexibility applies to all roles with the Employer, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
  - e. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
110. The Employer is committed to engaging with Employees to build a culture that supports flexible working arrangements across all positions and levels.
111. 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

112. The following provisions do not diminish an Employee's entitlement under the NES.
113. An Employee may make a request for a formal flexible working arrangement.
114. The request must:

- a. be in writing;
  - b. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
  - c. set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
115. The Employer must provide a written response to a request within 21 days of receiving the request.
116. The response must:
- a. state that the Employer approves the request and provide the relevant detail in clause 117; or
  - b. if following discussion between the Employer and the Employee, the Employer and the Employee agree to a change to the Employee's working arrangements that differs from that set out in the request – set out the agreed change; or
  - c. state that the Employer refuses the request and include the following matters:
    - i. details of the reasons for the refusal; and
    - ii. set out the particular business grounds for refusing the request, explain how those grounds apply to the request; and
 either:
    - iii. 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 Employer would be willing to make; or
    - iv. state that there are no such changes; and
    - v. 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 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.
117. Employees returning from parental leave with care of a school age child or younger will have requests for flexible work (including part time work) approved unless the arrangements cannot be accommodated under any operational circumstances.
118. Where the Employer approves the request this will form an arrangement between the Employer and the Employee. Each arrangement must be in writing and set out:
- a. any security and work health and safety requirements;
  - b. a review date (subject to clause 121); and
  - c. the cost of establishment (if any).
119. The Employer may refuse to approve the request only if:
- a. the Employer has discussed the request with the Employee; and

- b. the Employer has genuinely tried to reach an agreement with the Employee about making changes to the Employee's working arrangements to accommodate the Employee's circumstances (subject to any reasonable business grounds for refusal); and
- c. the Employer and the Employee have not reached such an agreement; and
- d. the Employer has had regard to the consequences of the refusal for the Employee; and
- e. the refusal is on reasonable business grounds.

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

- a. the new working arrangements requested would be too costly for the Employer;
- b. there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested;
- c. it would be impractical to change the working arrangements of other Employees, or to recruit new employees, to accommodate the new working arrangements requested;
- d. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
- e. the new working arrangements requested would be likely to have a significant negative impact on the provision of services; and
- f. it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.

121. For First Nations employees, the Employer must consider connection to Country and cultural obligation in responding to requests for altering the location of work.

122. Approved flexible working arrangements will be reviewed by the Employer 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

123. An Employee may request to vary an approved flexible working arrangement in accordance with clause 113. An Employee may request to pause or terminate an approved flexible working arrangement.

124. The Employer may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 125.

125. The Employer 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.

126. Prior to varying, pausing or terminating the arrangement under clause 123, the Employer must have:



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

## Working from home

127. The Employer 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.
128. The Employer may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working at home arrangement.
129. An Employee working at home is covered by the same employment conditions as an Employee working at an office site under this Agreement.
130. The Employer will provide Employees with guidance on working from home safely.
131. Employees will not be required by the Employer 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 Employer will consider the circumstances of the employees and options to achieve work outcomes safely.

## Ad-hoc arrangements

132. 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.
133. Employees should, where practicable, make the request in writing and provide as much notice as possible.
134. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 112 to 121.
135. The Employer 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.
136. Where a regular pattern of requests for ad-hoc arrangements from an Employee emerges, the Employer should consider whether it is appropriate to seek to formalise the arrangement with the Employee.

## Altering span of hours

137. An Employee may request to work an alternative span of hours. If approved by the Employer, hours worked on this basis will be treated as regular working hours and will not attract overtime payments or TOIL. The Employer will not request or require that any Employee alter their regular span of hours under these provisions.

## Part time work

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

## Public holidays

140. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- a. 1 January (New Year's Day);
  - b. 26 January (Australia Day);
  - c. Good Friday and the following Monday;
  - d. 25 April (Anzac Day);
  - e. the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
  - f. 25 December (Christmas Day);
  - g. 26 December (Boxing Day); and
  - h. any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the Fair Work Regulations 2009 from counting as a public holiday.
141. 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.
142. The Employer 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.
143. The Employer 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. The substitution does not impact or reduce an Employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.

144. 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
145. 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).
146. 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 140(a – h).
147. 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.
148. 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 Employer 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 for the employee to change their planned day off, the Employee will be credited an equivalent amount of time to their regular hours for the day in TOIL in recognition of their planned day off.
149. Full time and part time employees who work on a public holiday will be paid at 225% of the employee's ordinary hourly rate for each hour of work. The Employee may elect to take TOIL instead of being paid in accordance with this clause 149.

## Christmas closedown

150. The Employer will observe a Christmas closedown period from the 25 December to 1 January.
151. Full time and part time employees are not required to take leave and are not normally required to work during Christmas closedown, and will continue to be paid during this period, unless they are on unpaid leave directly before and directly after the Christmas closedown period.
152. In exceptional circumstances, full time and part time employees may be directed by the Employer to work during Christmas closedown. Where this occurs Employees will be entitled to payment set out at clause 149 for work performed on a public holiday, or an entitlement to TOIL for work performed on a day that is not a public holiday. Casual employees working during this period will be paid at the applicable rate based on the casual rates schedule at Attachment A.

## Security Clearances

153. Employees are to undergo and maintain appropriate security clearances as required by the Employer. Failure to maintain an appropriate security clearance will result in the termination of employment.

## Section 6: Leave

### Annual leave

154. Employees receive 4 weeks (20 days) paid annual leave for each year of service (pro-rata for part time), accrued daily and credited at least monthly.
155. The taking of annual leave is subject to operational requirements and the approval of the appropriate Official Establishments Manager or the Employer.
156. Employees may take annual leave at half pay where they do not have an excess annual leave balance (more than 40 days credit). In exceptional circumstances, the Employer may determine that an Employee with an excess annual leave balance can take annual leave at half pay.
157. Excess leave will be managed in accordance with the excess annual leave provisions below and any workplace policies.
158. 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.
159. Employees will receive payment in lieu of any untaken annual leave upon separation from the Employer.

### Excess annual leave

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

### Annual leave cash-out

163. Employees may cash out some of their annual leave, provided they have taken at least 5 days annual leave in the preceding 12 months and will have a balance of at least 4 weeks (20 days) remaining.
164. Each cashing out of a particular amount of annual leave must be by separate agreement in writing between the Employer and the Employee.
165. Payment will be the rate that would have been payable had the Employee taken the annual leave.

## Purchased leave

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

## Personal/carer's leave

167. Employees are entitled to 18 days paid leave per calendar year (pro-rata for part time employees).
168. Employees are entitled to take personal/carer's leave at full pay, or half pay with Employer's approval, where they are:
- a. ill or injured;
  - b. attending appointments with a registered health practitioner;
  - c. managing a chronic condition; and/or
  - d. required to provide care or support for a family member (including a household member) or a person they have caring responsibilities for because:
    - i. of a personal illness or injury affecting the person; or
    - ii. of an unexpected emergency affecting the other person.
169. A person that an Employee has caring responsibilities for may include a person who needs care because they:
- a. have a medical condition, including when they are in hospital;
  - b. have a mental illness;
  - c. have a disability;
  - d. are frail or aged; and/or
  - e. are a child, not limited to a child of the employee.
170. Where Employees have exhausted their paid personal/carer's leave they are entitled to 2 days unpaid carer's leave each time a family member or household member needs care because of illness, injury or an unexpected emergency.
171. In exceptional circumstances, the Employer may grant additional half pay personal/carer's leave to employees where they have used all of their personal/carer's leave and provide supporting evidence.
172. An Employee who takes large or frequent periods of personal/carer's leave may be directed by the Employer to attend a medical examination to assess fitness for continued duty, to determine whether continued personal leave is justified.

## Evidence requirements

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

## Accrual

175. Newly engaged ongoing employees receive 18 days credit on commencement with the Employer. After 12 months the leave will accrue daily and is credited at least monthly.
176. Non-ongoing employees will be credited 18 days of paid personal/carer's leave on commencement with the Employer, pro-rated based on the employee's initial contract period and is capped at 18 days. After the initial non-ongoing contract period or 12 months, whichever is shorter, or where the non-ongoing employee has an existing entitlement to personal/carer's leave, the leave will accrue daily and is credited at least monthly.
177. 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.
178. Where Employees have more than 30 days leave that do not count as service in the preceding 12 months, their accrual of personal/carer's leave will be reduced proportionately.

## Transitional arrangements

179. Employees who, immediately before the commencement of this Agreement were:
  - a. ongoing employees with the Employer will transition from annual accrual of personal/carer's leave to daily accrual on their next work anniversary occurring between commencement date 2024 and 1 year post effective date in 2025.
  - b. non-ongoing employees will be credited 18 days of paid personal/carer's leave upon commencement of this Agreement, pro-rated based on the Employee's initial contract period and any accrued leave already credited, capped at 18 days (pro-rata for part time).
180. Where an Employee:
  - a. has, or cares for someone with, a chronic condition or other ongoing illness;
  - b. is recovering from surgery;
  - c. is pregnant; or
  - d. is returning from parental leave or has a child commencing day care;

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

## Leave Portability

181. Where an Employee commences employment with the Employer under this Agreement, on or after the commencement date from an employer under the PS Act, the *Parliamentary Service Act 1999*, or from the Australian Capital Territory Government Service, unused, accrued annual leave and personal/carer's leave (however described) will be recognised, provided there is no break in service and the Employee has not received payment in lieu of those entitlements on cessation of employment.
182. For the purposes of clause 181 an employee with a break in service of less than 2 months is considered to have continuity of service.

## Re-crediting of leave

183. When an Employee is on:
- a. annual leave;
  - b. purchased leave;
  - c. defence reservist leave;
  - d. First Nations ceremonial leave;
  - e. NAIDOC leave;
  - f. cultural leave; or
  - g. long service leave; and becomes eligible for, under legislation or this Agreement:
  - h. personal/carer's leave; or
  - i. compassionate or bereavement leave; or
  - j. jury duty; or
  - k. emergency services leave; or
  - l. leave to attend to family and domestic violence circumstances; or
  - m. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;
- the affected period of leave will be re-credited.
184. 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.
185. Re-crediting of leave is subject to appropriate evidence of eligibility for the substituted leave.

## Long service leave

186. An Employee (including casual) is eligible for long service leave in accordance with the LSL Act.
187. 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 can be taken before or after a block of continuous leave however cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave at clause 183 of this Agreement.

## Miscellaneous leave

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

## NAIDOC, Ceremonial and Cultural leave

### NAIDOC leave

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

### First Nations ceremonial leave

194. First Nations employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
195. First Nations employees may access up to 3 months leave without pay each financial year to fulfil cultural obligations.
196. The Employer may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.



197. First Nations ceremonial leave can be taken as part days.
198. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

### Cultural leave

199. The Employer 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.
200. The Employer may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
201. Cultural leave can be taken as part days.
202. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clauses 194 to 197.

### Parental leave

203. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
204. 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 to 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 secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional leave.
205. 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.
206. 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

207. An Employee is entitled to parental leave with pay as per clauses 209 and 210 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.
208. Employees newly engaged or who have moved to the Employer from another APS agency are eligible for the paid parental leave in clauses 209 and 210 where such paid leave had not already been provided by another APS or Commonwealth employer in the 24 months since the child's

date of birth or placement. If the paid leave used by the Employee with the previous Commonwealth or APS employer is less than the limits specified in clauses 209 and 210, the balance is available to the Employee.

209. 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 the table below:

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

210. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in the table below:

Period which coincides with the parental leave period for the secondary caregiver	Parental Leave with pay under this Agreement
Date of commencement of this Agreement to 28 February 2025	8 weeks, or top up to 8 weeks where a lesser period of parental leave has already been provided
1 March 2025 to 28 February 2026	11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided
1 March 2026 to 8 October 2026	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 9 October 2026 (final day of the Agreement's nominal operation)	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

211. 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.

212. 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.
213. 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

214. An Employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this Agreement for adoption or long-term foster care, provided that the child:
- a. is under 16 as at the day (or expected day) of placement;
  - b. has not lived continuously with the Employee for a period of 6 months or more as at the day (or expected day) of placement; and
  - c. is not (otherwise than because of the adoption) a child of the employee or the Employee's spouse or de facto partner.
215. 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.

### Permanent Care Orders

216. An Employee who is granted custody and guardianship of a child who is or will be under 16 years of age at the day of placement, as a result of a permanent care order may access:
- a. Where the employee is the primary care giver, up to 18 weeks paid leave from the date of the child's placement (which counts as service); and
  - b. A maximum of 24 months unpaid leave from the date of the child's placement. This period of unpaid leave will not count as service. The maximum period (24 months) is reduced by any period of paid leave taken under clause 216.
217. An Employee is not entitled to leave under clause 216 if they have previously been provided with leave under the foster care provisions.

### Stillbirth

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

## Pregnancy loss leave

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

## Premature birth leave

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

## Transitional provisions

223. 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 222 until after the legislated paid maternity leave is used.

## Compassionate leave

224. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- a. a member of their family, household or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
  - b. the employee or their spouse/partner has a miscarriage.
225. An Employee may be asked to provide evidence to support their absences on compassionate leave.
226. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
227. For Casual employees, compassionate leave is unpaid.

## Bereavement leave

228. Employees will be eligible for 3 days paid bereavement leave on each occasion when:
- a. a member of their family, household or someone they had a close personal relationship with dies; or
  - b. a child is stillborn, where the child was a member of their family or household.
229. An employee may be asked to provide evidence to support their absences on bereavement leave.

230. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.

231. For Casual employees, bereavement leave is unpaid.

## Emergency response leave

232. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity can get emergency response leave to volunteer for emergency management duties for:

- a. the time engaged in the activity;
- b. reasonable travelling time; and
- c. reasonable recovery time.

233. Full time and part time employees will be able to access 20 working days of paid emergency response leave per calendar year at their full rate of pay if required. The Employer may provide additional emergency response leave with pay.

234. Paid leave may be refused where the Employee's role is essential to the Employer's response to the emergency.

235. 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.

236. The Employer may approve reasonable paid or unpaid leave for ceremonial duties and training.

237. Emergency response leave, with or without pay, will count as service.

## Jury duty

238. 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.

239. Full and part time employees will be released from duty on full pay. Payment for Casual employees will be as per the relevant state legislation.

240. For the purposes of this clause, full rate of pay is to be as if the Employee was at work.

241. The Employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.

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

## Defence reservist leave

243. The Employer will give an employee leave with or without pay to undertake:

- a. Australian Defence Force (ADF) Reserve and continuous full time service (CFTS); and
- b. Australian Cadet Force obligations.

244. An Employee who is a Defence Reservist can take leave with pay for:
- a. up to 4 weeks (20 days) in each financial year (pro-rata for part time employees); and
  - b. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part time employees).
245. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
246. An Employee who is an officer or instructor in an Australian Cadet Force can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Cadet Force means:
- a. Australian Navy Cadets;
  - b. Australian Army Cadets; and
  - c. Australian Air Force Cadets.
247. In addition to the entitlement at clause 244, 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.
248. Paid defence reservist leave counts for service.
249. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
250. Unpaid leave taken over 6 months counts as service, except for annual leave.
251. An Employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

### Defence service sick leave

252. An Employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
- a. war-like service; or
  - b. non-war like service.
253. An eligible employee can get 2 types of credits:
- a. an initial credit of 9 weeks (45 days) defence service sick leave (pro-rata for part time employees) will apply as at the following dates, whichever is later:
    - i. they start employment with the Employer or the APS; or
    - ii. DVA certifies the condition.
  - b. an annual credit of 3 weeks (15 days) defence service sick leave (pro-rata for part time employees).
254. 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.
255. Unused annual credits can be built up to 9 weeks.

256. An Employee cannot use annual credits until the initial credit is exhausted.

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

### Leave to attend proceedings

258. 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.

259. An Employee who is not covered under clause 258, 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 Employer.

260. An Employee may otherwise be granted paid or unpaid miscellaneous leave by the Employer 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 or time off in lieu.

261. The Employer 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.

## Section 7: Employee support and workplace culture

### Blood donation

262. 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 the Employer will consider the Employee on duty.
263. The Employee must inform their manager in advance of when they will be away from work with their manager before donating blood, plasma or platelets.

### Vaccinations

264. The Employer will offer annual influenza vaccinations at no cost to all Employees.
265. Where the Employer 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

266. Employees, their spouses or 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 PM&C and will be accessible on paid time. Employees may also access the services provided by the PWSS.

### Respect at work

#### Principles

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

269. The Employer will consult with Employees and their unions and/or other representatives in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.



## Family and domestic violence support

270. The Employer will provide support for Employees affected by family and domestic violence, depending on the Employee's circumstances.
271. The Employer recognises that a holistic approach should be taken to support the Employee, appropriate for the employee's individual circumstances.
272. Family and domestic violence support provisions, including paid leave, are available to all Employees covered by this Agreement.
273. An Employee experiencing family and domestic violence support is able to access paid miscellaneous leave. Reasons an Employee experiencing family and domestic violence may access this leave include, but are not limited to:
  - a. illness or injury affecting the Employee resulting from family and domestic violence;
  - b. providing care or support to a family or household member who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
  - c. providing care or support to a family or household member who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
  - d. making arrangements for the Employee's safety, or the safety of a close relative;
  - e. accessing alternative accommodation;
  - f. accessing police services;
  - g. attending court hearings;
  - h. attending counselling; and
  - i. attending appointments with medical, financial or legal professionals.
274. 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.
275. 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.
276. These provisions do not reduce an Employee's entitlement to family and domestic violence leave under the NES.
277. 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.
278. 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.
279. Evidence may be requested to support the Employer 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 Employer will require, unless the Employee chooses to provide another form of evidence.

280. 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.
281. The Employer and PM&C will take all reasonable measures to treat information relating to family and domestic violence confidentially. The Employer will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the Employer may need to take to ensure the safety of the Employee, other employees or persons, or mandatory reporting requirements.
282. Where the Employer needs to disclose confidential information for purposes identified in clause 281 where it is possible the Employer will seek the Employee's consent and take practical steps to minimize any associated safety risks for the Employee and/or privacy breaches.
283. The Employer and PM&C will not store or include information on the Employee's payslip in relation to the Employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
284. 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.
285. The Employer 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.
286. Further information about leave and other support available to Employees affected by family and domestic violence may be found in the relevant policy.

## Integrity and Transparency

287. The Employer understands that procedural fairness is essential in building and maintaining trust with its Employees, and that it requires fair and impartial processes for Employees affected by Employer decisions.
288. Employees are to provide professional hospitality services and based on seniority of role, to give advice that is frank, honest, timely and based on the best available evidence. 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 Ministerial Staff Code of Conduct.
289. Employees can, during their ordinary work hours, take time to:
  - a. access PWSS ethics advisory services or another similar service provided by a professional association such as a law society; and
  - b. attend Employer mandated training about integrity or topics relevant to the Ministerial Staff Code of Conduct.

## First Nations cultural competency training

290. The Employer will take reasonable steps to ensure all substantive, ongoing Official Establishments Managers employed at the commencement of this Agreement or any new substantive, ongoing Official Establishments Managers 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.
291. Any new substantive, ongoing Official Establishments Managers who commence 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

292. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
293. The Employer will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 294. In considering whether a space is appropriate, an agency should consider whether:
- a. there is access to refrigeration;
  - b. the space is lockable; and
  - c. there are facilities needed for expressing such as appropriate seating.
294. Where it is not practicable for the Employer's site to have a designated space, a flexible approach will be taken so that the Employee can access the support required.
295. The Employer will facilitate discussion between individual Employees and their Managers about accommodating the Employee's lactation needs and practical arrangements to meet these needs.
296. The manager and the 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.
297. Further information is available in the relevant policy.

## Disaster support

298. 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 Employer will consider flexible working arrangements to assist the Employee to perform their work.
299. Where flexible working arrangements are not appropriate, the Employer 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.

300. In considering what period of leave is appropriate, the Employer will take into account the safety of the Employee, their family and household and advice from local, State and Commonwealth authorities.

## Section 8: Performance and development

### Performance management

301. Employment with the Employer is outcomes driven. Employees should strive for excellence. How this is delivered is as important as what is delivered. Employees and managers are expected to engage in regular conversations about expectations and feedback.
302. All Employees are required to adhere to the Performance Framework and any applicable performance policies.
303. If Employees are not performing consistently at the required standard, in the first instance they will be supported to improve and maintain their performance. Where performance does not improve, a formal performance management process may be implemented in accordance with the Performance Framework, and may include an Employee's fitness for duty being assessed and taken into account. Where improvement has not occurred as a result of the formal performance management process, the Employee's employment may be terminated.

### Workloads

304. The Employer 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.
305. When determining workloads for an Employee or group of employees, the Employer will consider the need for Employees to strike a balance between their work and personal life.
306. Where an Employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the Employer 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.

### Training Assistance

307. The Employer may approve to cover the costs of training relevant to an employee's position up to the amount of:
  - a. \$7,000 reimbursement per financial year for approved course fees; and / or
  - b. paid study and training leave of up to 6 hours per week.

### Professional Memberships

308. The Employer may reimburse or pay professional membership fees and accreditation fees of up to \$500 per calendar year where a professional membership or accreditation is an essential requirement of an Employee's role. Employees may be eligible for reimbursement or payment of the costs of other professional memberships, as agreed by the Employer.

## Section 9: Travel and location-based conditions

### Travel

309. Where the Employer requires an employee to travel, reasonable costs of travelling, accommodation, meals, and incidentals will be met by the Employer.

### Relocation assistance

310. Where an existing Employee is required to relocate at the request of the Prime Minister (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.
311. Where an Employee is required to relocate on engagement with the Employer, the employee will be provided with financial relocation assistance.
312. Reasonable expenses associated with the relocation include:
- a. the cost of transport of the Employee, dependants and partner by the most economical means;
  - b. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the Employee, dependants and partner;
  - c. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
  - d. the reasonably incurred expenses in kennelling and transport of pets, up to the amount as agreed by the Employer.
313. Additional relocation assistance may be considered by the Employer's discretion.

## Section 10: Consultation, representation and dispute resolution

### Consultation

#### Principles

314. 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.
315. The Employer recognises:
- a. the importance of inclusive and respectful consultative arrangements;
  - b. Employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - c. the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
  - d. consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - e. the benefits of Employee and union involvement and the right of employees to be represented by their union.
316. Genuine and effective consultation involves:
- a. providing Employees and the relevant union(s) with a genuine opportunity to influence these decision prior to a decision being made;
  - b. providing all relevant information to Employees and the relevant union(s) in a timely manner to support consideration of the issues;
  - c. considering feedback from Employees and the relevant union(s) in the decision-making process; and
  - d. advising Employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

#### When consultation is required

317. Consultation is required in relation to:
- a. changes to work practices which materially alter how an Employee carries out their work;
  - b. changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
  - c. major change that is likely to have a significant effect on Employees;

- d. implementation of decisions that significantly affect Employees;
  - e. changes to Employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this Agreement); and
  - f. other workplace matters that are likely to significantly or materially impact Employees.
318. The Employer, 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 Employer. 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

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

### Representation

320. 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.
321. The Employer must recognise the representative if:
- a. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - b. the Employee or Employees advise the Employer of the identity of the representative.

### Major change

322. In this clause, a major change is likely to have a significant effect on Employees if it results in, for example:
- a. the termination of the employment of Employees;
  - b. major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees;
  - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
  - d. the alteration of hours of work;
  - e. the need to retrain Employees;
  - f. the need to relocate Employees to another workplace; or



g. the restructuring of jobs.

323. The following additional consultation requirements in clause 324 to 330 apply to a proposal to introduce a major change referred to in clause c.
324. Consultation with Employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 318.
325. Where practicable, a change manager or a primary point of contact will be appointed on behalf of the Employer and their details provided to Employees and the relevant union(s) and/or their recognised representatives.
326. The Employer must notify Employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
327. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 318, the Employer must:
- a. discuss with affected Employees and relevant union(s) and/or other recognised representatives:
    - i. the proposed change;
    - ii. the effect the proposed change is likely to have on the Employees; and
    - iii. proposed measures to avert or mitigate the adverse effect of the proposed change on the Employees.
  - b. For the purposes of the discussion the Employer will provide, in writing, to Employees and the relevant union(s) and/or other recognised representatives:
    - i. all relevant information about the proposed change, including the nature of the change proposed; and
    - ii. information about the expected effects of the proposed change on the Employees; and
    - iii. any other matters likely to affect the Employees.
328. The Employer 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.
329. However, the Employer is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
330. 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 Employer, the requirements set out in clauses 324 to 328 are taken not to apply.

## Change to regular roster or ordinary hours of work

331. The following additional consultation requirements in clause 332 to 335 apply to a proposal to introduce a change referred to in clause e.

332. The Employer must notify affected Employees and the relevant union(s) and/or other recognised representatives of the proposed change.
333. As soon as practicable after proposing to introduce the change, the Employer must:
- a. discuss with Employees and the relevant union(s) and/or other recognised representatives:
    - i. the proposed introduction of the change; and
  - b. for the purposes of the discussion – provide to the Employees and relevant union(s) and/or other recognised representatives:
    - i. all relevant information about the proposed change, including the nature of the proposed change; and
    - ii. information about what the Employer reasonably believes will be the effects of the proposed change on the Employees; and
    - iii. information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
  - c. invite Employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, the Employer is not required to disclose confidential or commercially sensitive information to the Relevant Employees and the relevant union(s) and/or other recognised representatives.
334. The Employer 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

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

## Dispute resolution

336. If a dispute relates to:
- a. a matter arising under the Agreement; or
  - b. the NES;
- this term sets out procedures to settle the dispute.
337. An Employee or union who is covered by this Agreement may initiate and/or be a party to a dispute under this term.
338. 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.
339. 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.

340. 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 339 have been taken, a party to the dispute may refer the dispute to the FWC.
341. The FWC may deal with the dispute in 2 stages:
- a. the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - b. if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
    - i. arbitrate the dispute; and
    - ii. make a determination that is binding on the parties.

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

342. While the parties are attempting to resolve the dispute using the procedures in this term:
- a. an Employee must continue to perform their work as they would normally in accordance with established custom and practice with the Employer that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
  - b. subject to 343(a), an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
    - i. the work is not safe; or
    - ii. applicable work health and safety legislation would not permit the work to be performed; or
    - iii. the work is not appropriate for the Employee to perform; or
    - iv. there are other reasonable grounds for the Employee to refuse to comply with the direction.

343. The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

344. Any disputes arising under the Prime Minister's Official Establishments Casual Employees Determination No. 2020-2023 or Determination of Terms and Conditions of Employment for the Prime Minister's Official Establishments Employees 2020-2023, that were formally notified under clauses 27-34 of those Determinations 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

345. Where the provisions of clause 336 to 340 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 337, or Employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the FWC arising from referral of the matter in clause 344.

## Delegates' rights

346. This section provides for the exercise of the rights of workplace delegates set out in section 350C of the FW Act.
347. In this section:
- a. 'Employer' means the employer of the workplace delegate;
  - b. 'delegate's organisation' means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
  - c. 'eligible employees' means members and persons eligible to be members of the delegate's organisation who are employed by the Employer in the enterprise.
348. Before exercising entitlements under this section, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the Employer with evidence that would satisfy a reasonable person of their appointment or election.
349. An Employee who ceases to be a workplace delegate must give written notice to the Employer within 14 days.

## Right of representation

350. A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:
- a. consultation about major workplace change;
  - b. consultation about changes to rosters or hours of work;
  - c. resolution of disputes;
  - d. disciplinary processes;
  - e. enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
  - f. any process or procedure within an award, enterprise agreement or policy of the Employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

## Entitlement to reasonable communication

351. A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 350. This includes discussing membership of the delegate's organisation and representation with eligible employees.
352. A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

## Entitlement to reasonable access to the workplace and workplace facilities

353. The Employer must provide a workplace delegate with access to or use of the following workplace facilities:
- a. a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
  - b. a physical or electronic noticeboard;
  - c. electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
  - d. a lockable filing cabinet or other secure document storage area; and
  - e. office facilities and equipment including printers, scanners and photocopiers.
354. The Employer is not required to provide access to or use of a workplace facility under clause 353 if:
- a. the workplace does not have the facility;
  - b. due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
  - c. the Employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

## Entitlement to reasonable access to training

355. The Employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:
- a. in each year commencing 1 July, the Employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
  - b. the number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
    - i. full time or part time employees; or

ii. regular Casual employees.

356. Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
357. The workplace delegate must give the employer not less than 5 weeks' notice (unless the Employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
358. If requested by the Employer, the workplace delegate must provide the Employer with an outline of the training content.
359. The Employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
360. The workplace delegate must, within 7 days after the day on which the training ends, provide the Employer with evidence that would satisfy a reasonable person of their attendance at the training.

### Exercise of entitlements this section

361. A workplace delegate's entitlements under this section are subject to the conditions that the workplace delegate must, when exercising those entitlements:
  - a. comply with their duties and obligations as an Employee;
  - b. comply with the reasonable policies and procedures of the Employer, including reasonable codes of conduct and requirements in relation to work health and safety and acceptable use of ICT resources;
  - c. not hinder, obstruct or prevent the normal performance of work; and
  - d. not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
362. This section does not require the Employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
363. This section does not require an eligible employee to be represented by a workplace delegate without the Employee's agreement.

NOTE: Under section 350A of the Act, the Employer must not:

- a. unreasonably fail or refuse to deal with a workplace delegate; or
- b. knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- c. unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the FW Act or this section.

## Employee representational rights

364. Employees may appoint a representative for the purposes of the procedures in this section. A representative for the purpose of this clause may be a union representative.
365. The Employer must recognise the representative if:
- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b. the Employee or Employees advise the Employer of the identity of the representative.

## Section 11: Separation

### Resignation

366. An Employee may resign from their employment by giving the Employer at least 14 calendar days' notice.
367. At the instigation of the Employer, 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.
368. The Employer has the discretion to agree to a shorter period of notice or waive the requirement to give notice.
369. When an employee dies, or the Employer has directed that an employee is presumed to have died on a particular date, the Employer 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.

### Termination and Severance Benefit

370. The Employer may terminate an Employee's employment in accordance with the MoP(S) Act and other legislative obligations by giving notice to the Employee in writing. Notice must comply with the periods prescribed in the NES.
371. The Employer will consult with the PWSS prior to making a decision to terminate employment and follow a fair and reasonable process.
372. Where the employment of an Employee is terminated under item 4 contained in the table in s 14(1) of the MoP(S) Act, as the Prime Minister has ceased to hold office, the employment of the person is deemed not to have terminated and will continue for:
  - a. a period of 4 weeks from the date of termination of an Employee whose employment is terminated as a result of a federal election; or
  - b. a period of 2 weeks from the date of termination.
373. If employment is ceased, other than by resignation or for an offence which would have led to the dismissal of an Employee, the Employee shall be entitled to a severance benefit. However if the Employee should be immediately re-employed under Part III of the MoP(S) Act, then the Employee is not entitled to any severance benefit under this clause. The severance benefit shall be calculated in accordance with the table below:



Length of continuous service	Gross benefit
Less than 1 year	2 weeks pay
1 year but less than 2 years	6 weeks pay
2 years but less than 3 years	8 weeks pay
3 years but less than 4 years	10 weeks pay
4 years but less than 5 years	11 weeks pay
5 years but less than 7 years	12 weeks pay
7 years or more	12 weeks pay plus 2 weeks pay for every completed year in excess of 6 years up to a maximum of 48 weeks pay

374. Notwithstanding clause 372, if employment is terminated under item 4 contained in the table in s 14(1) of the MoP(S) Act because the Employee's position is redundant, the Employee is entitled to a severance benefit irrespective of whether they are immediately re-employed under Part III of the MoP(S) Act.
375. The Employee who is also an employee on leave from the APS shall not be entitled to a severance benefit under this clause unless they cease to be an employee of the APS before termination of their employment under the MoP(S) Act.
376. Where the Employee was an ongoing employee, as defined by the PS Act, prior to employment as an employee of the Employer, then such service shall count towards the severance benefit.

## Attachment A – Classifications and Salaries

This schedule defines the classifications, salaries and rates under the terms of this Agreement.

### Full time and part time employees

Classifications	Code	At Commencement	10 October 2024 3.8%	10 October 2025 3.4%
Official Establishments Manager	OEM4	\$149,340	\$155,015	\$160,285
	OEM3	\$144,735	\$150,235	\$155,343
	OEM2	\$139,471	\$144,771	\$149,693
	OEM1	\$132,891	\$137,941	\$142,631
Official Establishments Assistant Manager	OEAM4	\$141,0645	\$146,425	\$151,403
	OEAM3	\$138,653	\$143,922	\$148,815
	OEAM2	\$136,355	\$141,537	\$146,349
	OEAM1	\$134,153	\$139,251	\$143,985
Official Establishments Chef	OECH4	\$119,089	\$123,615	\$127,818
	OECH3	\$117,053	\$121,501	\$125,632
	OECH2	\$115,117	\$119,491	\$123,554
	OECH1	\$113,256	\$117,560	\$121,557
Official Establishments Senior Attendant	OESA4	\$98,233	\$101,966	\$105,433
	OESA3	\$96,5789	\$100,249	\$103,657
	OESA2	\$94,849	\$98,453	\$101,801
	OESA1	\$93,131	\$96,670	\$99,957
	OEA4	\$84,087	\$87,282	\$90,250
	OEA3	\$82,571	\$85,708	\$88,623

Official Establishments Attendant	OEA2	\$80,985	\$84,062	\$86,920
	OEA1	\$79,412	\$82,430	\$85,233

## Casual employees

Rates include the 25% casual loading. Ordinary hours for casuals refers to shifts between Monday to Friday 7 am until 7 pm and not in excess of 11.5 hours per day (excluding meal breaks) or 150 hours over 4 weeks.

Rates	Ordinary Hours	Mon-Fri 7pm to 7am	Saturday	Sunday	Public Holiday
% of ordinary hourly rate					
		115%	130%	175%	225%
Official Establishments Level 1: Food and Beverage Attendant/Kitchen Attendant					
At Commencement	\$31.73	\$36.49	\$41.25	\$55.53	\$71.40
10 October 2024 3.8%	\$32.94	\$37.88	\$42.82	\$57.64	\$74.11
10 October 2025 3.4%	\$34.06	\$39.17	\$44.28	\$59.60	\$76.63
Official Establishments Level 2: House Attendant/Guest Services Attendant					
At Commencement	\$33.58	\$38.62	\$43.65	\$58.76	\$75.55
10 October 2024 3.8%	\$34.86	\$40.08	\$45.31	\$61.00	\$78.42
10 October 2025 3.4%	\$36.04	\$41.45	\$46.85	\$63.07	\$81.09
Official Establishments Level 3: Florist					
At Commencement	\$33.58	\$39.98	\$43.65	\$58.76	\$75.55
10 October 2024 3.8%	\$34.86	\$41.50	\$45.31	\$61.00	\$78.42
10 October 2025 3.4%	\$36.04	\$42.91	\$46.85	\$63.07	\$81.09
Official Establishments Level 4: Food and Beverage Supervisor					
At Commencement	\$36.09	\$41.50	\$46.91	\$63.16	\$81.20

10 October 2024 3.8%	\$37.46	\$43.08	\$48.70	\$65.55	\$84.29
10 October 2025 3.4%	\$38.73	\$44.54	\$50.54	\$67.78	\$87.14
Official Establishments Level 5: Chef					
At Commencement	\$40.96	\$47.11	\$53.25	\$71.68	\$92.16
10 October 2024 3.8%	\$42.52	\$48.90	\$55.27	\$74.41	\$95.66
10 October 2025 3.4%	\$43.96	\$50.56	\$57.15	\$76.94	\$98.92

## Attachment B – Supported Wage System

1. This schedule defines the condition which will apply to employees because of the effects of a disability 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 class of work for which an employee is engaged

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

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

### Eligibility criteria

3. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
4. 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 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 FWC.
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 FWC to the union by certified mail and the agreement will take effect unless an objection is notified to the FWC 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 support 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 four 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 FWC.
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 in this attachment.