



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**Commonwealth of Australia as represented by Professional Services
Review**
(AG2024/1051)

PROFESSIONAL SERVICES REVIEW ENTERPRISE AGREEMENT 2024-2027

Commonwealth employment

DEPUTY PRESIDENT MASSON

MELBOURNE, 11 APRIL 2024

Application for approval of the Professional Services Review Enterprise Agreement 2024-2027.

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

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act, which commenced operation on 6 June 2023. By reason of the transitional arrangements for the Amending Act and the *notification time* for the Agreement of 8 December 2021, the *genuine agreement* requirements for agreement approval in Part 2-4 of the Fair Work Act, as it was just before 6 June 2023 apply to the present application. Further, as the Agreement was *made* on 20 March 2024 the *better off overall test* provisions in Part 2-4 of the Fair Work Act as amended on 6 June 2023 apply.

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

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 18 April 2024. The nominal expiry date of the Agreement is 28 February 2027.



DEPUTY PRESIDENT

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Australian Government

Professional Services Review

Professional Services Review
Enterprise Agreement
2024-2027

Signatories

Signed for and on behalf of the **COMMONWEALTH OF AUSTRALIA (AS REPRESENTED BY THE PROFESSIONAL SERVICES REVIEW)** (ABN 45 307 308 260)

.....

Associate Professor Antonio Di Dio

Acting Director, Professional Services Review

Level 1, 6 Brindabella Circuit South, Canberra Airport, ACT 2609

Date: 2 April 2024

Signed for and on behalf of Employee Bargaining Representative

.....

Jordan Sacco

Employee bargaining representative

Level 1, 6 Brindabella Circuit South, Canberra Airport, ACT 2609

Date: 2 April 2024

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Section 1: Technical matters

Title

1. This Agreement will be known as the Professional Services Review Enterprise Agreement 2024-2027.

Parties to the agreement

2. This Agreement covers:
 - 2.1 the Director of Professional Services Review (**PSR**), being the person appointed under section 83 of the *Health Insurance Act 1973*, for and on behalf of the Commonwealth of Australia as the employer (the **Director**);
 - 2.2 all Employees in PSR employed under the PS Act other than Senior Executive Service employees or equivalent;
 - 2.3 subject to notice being given in accordance with section 183 of the FW Act, the Community and Public Sector Union (**CPSU**), which was a bargaining representative for this Agreement.

Operation of the agreement

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

Delegations

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

National Employment Standards (NES) precedence

6. The terms of this Agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this Agreement is detrimental to an Employee of PSR 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. PSR and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - 10.1 the arrangement deals with one or more of the following matters:
 - 10.1.1 arrangements about when work is performed;
 - 10.1.2 overtime rates;
 - 10.1.3 penalty rates;
 - 10.1.4 allowances;
 - 10.1.5 remuneration;
 - 10.1.6 leave and leave loading; and
 - 10.2 the arrangement meets the genuine needs of PSR and the Employee in relation to one or more of the matters mentioned in clause 10.1; and
 - 10.3 the arrangement is genuinely agreed to by PSR and the Employee.
11. PSR must ensure that the terms of the individual flexibility arrangement:
 - 11.1 are about permitted matters under section 172 of the FW Act;
 - 11.2 are not unlawful terms under section 194 of the FW Act; and
 - 11.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.

12. PSR must ensure that the individual flexibility arrangement:
 - 12.1 is in writing;
 - 12.2 includes the name of PSR, as the Employer, and the name of the Employee;
 - 12.3 is signed by PSR and the Employee and, if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - 12.4 includes details of:
 - 12.4.1 the terms of this Agreement that will be varied by the arrangement;
 - 12.4.2 how the arrangement will vary the effect of the terms;
 - 12.4.3 how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - 12.5 states the day on which the arrangement commences.
13. PSR must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
14. PSR or the Employee may terminate the individual flexibility arrangement:
 - 14.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 14.2 if PSR and Employee agree in writing – at any time.
15. PSR and the Employee are to review the individual flexibility arrangement at least every 12 months.

Definitions

16. The following definitions apply to this Agreement:

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

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

Agreement means the Professional Services Review Enterprise Agreement 2024-2027.

APS means the Australian Public Service.

Australian Defence Force Cadets means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

Bandwidth means the span of hours during which an Employee can perform ordinary hours.

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

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

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

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

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

Compensation Leave has the same definition as section 4 of the *Safety, Rehabilitation and Compensation Act 1988*.

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

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

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

Director means the person appointed under section 83 of the *Health Insurance Act 1973* on behalf of the Commonwealth.

Employee means an employee of the Commonwealth engaged under section 22(2) of the PS Act who is covered by this Agreement (whether Full-time, Part-time or Casual, Ongoing or Non-ongoing).

Employee representative means a person (whether an Employee or not) elected or chosen by an Employee, or elected or chosen by a group of Employees in a workplace, to represent the individual and/or collective views of those Employees in relation to a matter under this Agreement.

Family means:

- a. a spouse, former spouse, de facto partner or former de facto partner of the Employee;

- b. a child, parent, grandparent, grandchild, or sibling of the Employee;
- c. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the Employee;
- d. a member of the Employee's household; or
- e. a person with whom the Employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the Employee belongs.

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

Full-time Employee means an Employee employed to work an average of 150 hours over a four-week period which equates to 7 hours and 30 per day in accordance with this Agreement.

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

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

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

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

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

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

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

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

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

Part-time Employee means an Employee whose ordinary hours are less than 150 hours over a four-week period in accordance with this Agreement.

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

PDS means Performance Development Scheme

PDS cycle means the 12 month period beginning on 1 July each year and ending on 30 June of the next year.

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

PSR Graduate means an Employee engaged to undertake a graduate course of training with PSR, as determined by the Director.

Relevant Employee means an affected Employee.

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

Usual location of work

17. Unless otherwise specified in the Employee's contract of employment, an individual flexibility arrangement or otherwise agreed between the parties in writing, an Employee's usual location of work will be at the PSR head office.

Section 2: Remuneration

Salary

18. Salary rates will be as set out in **Attachment A – Base salaries** to this Agreement.
19. The base salary rates in **Attachment A – Base salaries** include the following increases:
 - 19.1 4.0 per cent from the first full pay period on or after 1 March 2024 (14 March 2024);
 - 19.2 3.8 per cent from the first full pay period on or after 1 March 2025 (13 March 2025);
and
 - 19.3 3.4 per cent from the first full pay period on or after 1 March 2026 (12 March 2026).
20. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the payments in **Attachment A – Base salaries** were calculated based on base salary rates as at 31 August 2023.

Payment of salary

21. 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

22. Where an Employee is engaged, moves to or is promoted in PSR, the Employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Director determines a higher salary within the relevant salary range under these salary setting clauses.
23. The Director 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.
24. In determining a salary under these salary setting clauses, the Director will have regard to relevant factors, including the Employee's experience, qualifications and skills.
25. Where an Employee commences ongoing employment in PSR immediately following a period of non-ongoing employment in PSR for a specified term or task, the Director will determine

the payment of the Employee's salary within the relevant salary range of the relevant classification which recognises the Employee's prior service as a Non-ongoing Employee in PSR.

26. Where an Employee commences ongoing employment in PSR immediately following a period of casual employment in PSR, the Director will determine the payment of salary within the relevant salary range of the relevant classification which recognises the Employee's prior service as a Casual Employee in PSR.
27. Where an APS Employee moves to PSR at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the Director will maintain the Employee's salary at that level, until it is absorbed into the salary range for that classification.
28. Where the Director determines that an Employee's salary has been incorrectly set, the Director may determine the correct salary and the date of effect.

Temporary reassignment of duties

29. The Director may temporarily reassign an Employee to other duties including to duties at a higher or lower classification, provided such duties are:
 - 29.1 within the limits of the Employee's training, skill and competence; and
 - 29.2 consistent with PSR's classification structure and standards.
30. The Director may determine the salary for an Employee temporarily reassigned duties at a lower classification.
31. Any determination under clause 30 must:
 - 31.1 be in writing; and
 - 31.2 if the Employee's salary is to be reduced to the salary applicable to the lower classification:
 - 31.2.1 be agreed to by the Employee; and
 - 31.2.2 specify the period for which the lower salary will apply.
32. Clause 31.2 does not apply to decisions the Director may make in relation to breaches of the APS Code of Conduct or underperformance.

Incremental advancement

33. Casual Employees are not eligible for incremental advancement.
34. An Ongoing or Non-Ongoing Employee will be eligible for salary advancement to the next pay point within their substantive classification if the Employee:
 - 34.1 has performed at their substantive level or above, within PSR, for an aggregate of 6 months or more within the PDS cycle; and
 - 34.2 has achieved a rating of “fully effective” or better at the end of the PDS cycle.
35. Notwithstanding clause 34.1, if an Employee has less than 6 months of aggregate eligible service, the Director may exercise their discretion to determine a higher salary, in accordance with the salary setting clauses in this Agreement.
36. Salary advancement within all classification levels will generally occur from the beginning of the first full pay period commencing on or after 1 August each year.
37. Subject to clause 35, an Employee who does not meet the requirements for salary advancement will not be able to progress to another pay point within their classification salary range until the next salary review.
38. An Employee on probation may be considered for salary advancement in the August following successful completion of their probation period.
39. For Ongoing and Non-ongoing Employees, eligible service for salary progression will include:
 - 39.1 periods of paid leave and unpaid parental leave;
 - 39.2 periods of unpaid leave that count as service; and
 - 39.3 service while employed on a non-ongoing basis.
40. During a period of unpaid parental leave Employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.
41. 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.
42. Where the Employee has temporarily performed duties at the APS classification level of the promotion immediately before the promotion and attained a higher pay point in the range, the salary payable on promotion may be at the pay point attained.
43. Any period of unpaid leave does not count towards the 6-month qualifying period referred to in clause 34.1, unless explicitly specified in clause 39.

44. Where an Employee has sought review of their assessment under the PDS and the review is subsequently upheld, salary advancement will occur from the appropriate August advancement date.

Superannuation

45. PSR will make compulsory employer contributions as required by the applicable legislation and fund requirements.
46. Employer superannuation contributions will be paid on behalf of Employees during periods of paid leave that count as service.
47. PSR 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 PSR payroll system.

Method for calculating superannuation salary

48. PSR will provide an employer contribution of 15.4 per cent of the Employee's Fortnightly Contribution Salary (FCS) for Employees in the Public Sector Superannuation Accumulation Plan (PSSap) and Ordinary Time Earnings (OTE) for Employees in other accumulation funds.
49. Employer contributions will be made for all Employees covered by this Agreement.
50. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

Payment during unpaid parental leave

51. 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.

Salary Packaging

52. Employees may package up to 50 per cent of their salary (and allowances payable as salary). The Director may determine circumstances where packaging greater than 50 per cent can occur.
53. Further information may be found in PSR's Salary Packaging Policy.
54. Where Employees take up the option of salary packaging, the Employee's salary for purposes of superannuation, redundancy and termination payments, and for any other purposes, will be determined as if the salary packaging arrangements had not occurred.

55. Any fringe benefits tax incurred by PSR as a result of the salary packaging arrangement will be met by the individual Employee.

Overpayments

56. An overpayment occurs if the Director (or PSR) provides an Employee with an amount of money to which the Employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amounts payable under this Agreement).
57. Where the Director considers that an overpayment has occurred, the Director will provide the Employee with notice in writing. The notice will provide details of the overpayment.
58. If an Employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Director 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.
59. If after considering the Employee's response (if any), the Director confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to PSR in full by the Employee.
60. The Director 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.
61. PSR and the Employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
62. Interest will not be charged on overpayments.
63. Nothing in clauses 56 to 62 prevents:
 - 63.1 PSR from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
 - 63.2 PSR from pursuing recovery of the debt through other available legal avenues; or
 - 63.3 the Employee or PSR from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Supported wage system

64. An Employee can get a percentage of the relevant pay rate in line with their assessed capacity to do the work if they:
 - 64.1 have a disability;
 - 64.2 meet the criteria for a Disability Support Pension; and
 - 64.3 are unable to perform duties to the capacity required.
65. Specific conditions relating to the supported wage system are detailed in **Attachment B – Supported Wage System**

Section 3: Allowances and reimbursements

Higher duties allowance

66. Where a role needs to be filled for 2 or more working weeks, higher duties allowance will be paid to any Employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
67. Higher duties allowance will be equal to the difference between the Employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the Director.
68. Where an Employee is found to be eligible for salary progression at their acting classification level they will receive an appropriate increase in the rate of higher duties allowance. The Employee's salary level will be retained for all future periods of acting regardless of elapsed time.
69. Where an Employee is assigned only part of the higher duties, the Director will determine the amount of allowance payable.
70. Higher duties allowance will be payable while an Employee is acting at a higher classification level as part of a job-sharing arrangement where the duration of the arrangement is at least 2 working weeks.
71. The Director may shorten the qualifying period for higher duties allowance on a case-by-case basis.

Public holidays or leave whilst on higher duties allowance

72. An Employee will continue to receive higher duties allowance:
 - 72.1 during any period of paid leave; and
 - 72.2 during public holidays.
73. If the period of paid leave is paid at less than full pay, payment of the higher duties allowance will be on a pro rata basis.
74. Higher duties allowance will not be paid beyond the date on which the Employee would have ceased the temporary assignment had the Employee not been absent on leave.

Overtime meal allowance

75. Where an APS 1-6 Level Employee is required to work overtime:

75.1 for a period of 3 hours or more Monday to Friday (except public holidays), or

75.2 for a period of 8 hours or more on a weekend or public holiday,

that Employee will be paid an overtime meal allowance.

76. The amount of the meal allowance will be consistent with the applicable ATO taxation determination.

Parking

77. PSR will provide parking for all Executive Level 2 Employees.

78. PSR will provide pre-paid parking cards to allow Ongoing and Non-ongoing Employees (excluding Casuals) to use public parking in the Canberra Airport Area, or such other available parking in the event PSR head offices are relocated.

79. The card must be returned to PSR on termination of employment. PSR may request that lost cards must be replaced at the Employee's expense.

Workplace responsibility allowances

80. A workplace responsibility allowance will be paid where PSR has appointed an Employee, or an Employee has been elected by their peers, to one of the following roles:

80.1 First Aid Officer;

80.2 Health and Safety Representative;

80.3 Emergency Warden;

80.4 Harassment Contact Officer; and

80.5 Mental Health First Aid Officer.

81. If an Employee is appointed or elected to more than one role specified at clause 80, including on a temporary basis, the Employee will not receive more than one Workplace Responsibility Allowance unless approved by the Director due to operational requirements.

82. The applicable rate will be:

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

83. As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the applicable rates in the table at clause 82.

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

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

86. Casual Employees who are eligible to receive a Workplace Responsibility Allowance will be paid the full amount, as varied from time to time, provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

87. An Employee who receives a Workplace Responsibility Allowance must achieve and maintain any necessary qualifications and attend training as required.

88. For clarity, receipt of a Workplace Responsibility Allowance is included as salary for superannuation purposes in accordance with superannuation legislation.

Community language allowance

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

90. The allowance is paid in accordance with the Employee's level of competency:

Community language allowance rates

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

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

Reimbursements

95. In addition to any other entitlement to reimbursement under this Agreement, PSR may at the Director's discretion, reimburse an Employee for reasonable expenses incurred in the course of their employment.
96. An Employee must provide evidence of any expenditure, to the satisfaction of PSR, before being entitled to be paid a reimbursement.
97. Reimbursements do not count as salary for any purpose.

Section 4: Classifications and broadbands

Graduates

98. The Director may engage a person as a PSR Graduate.
99. A PSR Graduate will be required to undertake a graduate course of training determined by the Director.
100. While undertaking training, a PSR Graduate will be engaged in a PSR Graduate APS 4-5 Broadband and, upon commencement with PSR, paid at a salary point within the APS 4 classification, unless otherwise determined by the Director. The **PSR Graduate Broadband** creates a broadband between the APS 4 and APS 5 classifications for those employed as PSR Graduates.
101. When the Director is satisfied that the graduate course of training has been successfully completed, a PSR Graduate will be eligible to progress through the PSR Graduate broadband and up to the maximum APS 5 salary point.

Work Level Standards

102. The APS Work Level Standards continue to operate and describe the work at each of the classification levels in this Agreement, consistent with the *Public Service Classification Rules 2000*, made in accordance with section 23 of the PS Act.

Section 5: Working hours and arrangements

Job security

Commitment to ongoing employment and rebuilding APS capacity

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

Reporting

104. Where a consultative committee is in place, PSR will report to the PSR consultative committee on an annual basis, or more frequently if agreed, on the number, duration, classification and location of Ongoing, Non-ongoing and Casual Employees engaged by PSR.

Pathways to permanency

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

Casual (irregular or intermittent) employment

106. A Casual (irregular or intermittent) Employee is defined in the definitions section.

107. A decision to expand the use of Casual Employees is subject to Section 10 (Consultation) of this Agreement.

108. PSR will regularly review the working arrangements of Casual Employees to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.

109. Remuneration for Casual Employees is on an hourly basis. A Casual Employee shall receive a 25 per cent loading on the base hourly rate of their classification as set out in this Agreement.

110. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.

111. 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.

112. A Casual Employee who is eligible for a workplace responsibility allowance will be paid the full amount.

Non-ongoing employment

113. A Non-ongoing Employee is defined in the definitions section.

114. Non-ongoing Employees will generally have the same terms and conditions of employment as Ongoing employees under this Agreement's terms, except:

114.1 personal/carer's leave accrual at clause 205; and

114.2 redundancy provisions at 408 to 418, subject to clause 115.

115. If the Non-ongoing Employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at 408 to 418 will apply.

116. If the redundancy provisions apply to an Employee under clause 115, PSR must adhere to the consultation requirements at clause 364.

Working hours

117. Ordinary hours

117.1 The ordinary hours of work for attendance and flex-time purposes for a Full-time Employee is 150 hours over a four-week period. This equates to an average of 7 hours and 30 minutes per day.

118. Standard hours

118.1 Standard hours within PSR are 9:00 am to 5:00 pm, Monday to Friday, with a minimum 30-minute lunch break.

119. Rest Break

119.1 Without specific approval, Employees should not commence work on any day without having at least eight hours (plus reasonable travelling time) minimum break from the previous day's work, including any overtime worked.

119.2 Where all or some of the Employee's minimum break occurs during standard hours, they will not lose pay for the absence during standard hours.

120. Bandwidth

120.1 The bandwidth of hours in which an Employee may work are 7.00 am to 7.00 pm Monday to Friday.

120.2 The Director may approve a request from an Employee for the Employee to work their required hours outside the bandwidth, subject to operational requirements. Any hours worked on this basis will be considered required hours and not attract overtime.

121. Record of attendance

121.1 All Employees are required to maintain an accurate record of their attendance including commencement, break and finish times and records of their leave or absences. An APS1-6 Employee must use a PSR flex-sheet. Executive Level Employees can make another arrangement with the agreement of their Manager.

Flex for APS 1-6 classifications

Flex-time

122. Flex-time is a system of flexible working hours which enables Employees and Managers to vary working hours, patterns and arrangements to provide maximum organisational flexibility with benefit to Employees, PSR and stakeholders.

123. Flex-time is available to all Employees at the APS1-6 Levels.

124. Part-time Employees are eligible to accrue flex-time for the duties performed in excess of the agreed hours over the Settlement Period.

125. Eligible Employees must record their actual attendance on a PSR flex-sheet.

126. For the purpose of this Agreement:

126.1 "Settlement Period" is the four-week period commencing on a payday Thursday;

126.2 "flex-debit" is the difference between the actual time worked by an Employee and their ordinary hours;

126.3 "flex-leave" refers to the time taken by an Employee to use their flex-credits; and

126.4 "flex-credit" refers to the accumulated amount of time worked by an Employee in excess of the ordinary in the settlement period, including any carry over, but does not include time worked as overtime.

Flex-Credit

127. An Employee may not carry over more than 30 hours flex-credit at the end of any Settlement Period, unless:
- 127.1.1 the Employee has brought the matter to the attention of their Manager prior to the end of the Settlement Period;
 - 127.1.2 the Manager and the Employee have put in place a strategy to reduce the flex-credit below 30 hours prior to the end of the next Settlement Period; and
 - 127.1.3 the Manager has approved the carry-over of the flex-credits.
128. The Director will ensure that Employees are not continuing to build excessive flex-credits without the opportunity to access flex-leave within a reasonable period.

128.1 If:

- 128.1.1 an Employee has approval to carry over excess flex-credits to the following Settlement Period; and
 - 128.1.2 the Employee is unable to access flex-leave for operational reasons during that Settlement Period to reduce their flex-credits to 30 hours or less,
- the Employee may request that flex-credits exceeding 30 hours be cashed out at ordinary rates.
129. A request to cash flex-credits under clause 128.1 will be considered by the Director on a case-by-case basis.

Flex-debit

130. Employees may carry over a maximum of 15 hours flex-debit at the end of any Settlement Period.
131. An Employee with more than 15 hours flex-debit at the end of a Settlement Period must:
- 131.1.1 apply for Leave Without Pay or annual leave for the period in excess of 15 hours; or
 - 131.1.2 negotiate a suitable arrangement with their Manager.

Flex balances at cessation

132. An Employee and their Manager should take all reasonable steps to reduce the Employee's flex-credit or flex-debit balance before the Employee ceases employment with PSR.

132.1 If an Employee has outstanding flex-debit on cessation of employment with PSR, the Director may, in accordance with the Commonwealth Resource Management Framework:

132.1.1 deduct an amount equal to the salary payable for the outstanding flex-debit with the consent of the Employee; or

132.1.2 recover that amount as a debt due to the Commonwealth.

133. Reversion to standard hours

133.1 The Director may direct that flex-time does not apply to an Employee or a team:

133.1.1 where there is insufficient work;

133.1.2 due to operational requirements;

133.1.3 where an Employee does not adhere to the flex-time requirements; or

133.1.4 where the Director reasonably considers the Employee's attendance is unsatisfactory.

133.2 Where the Director has given a direction under clause 133.1, an Employee must not accrue flex-credits.

133.3 Access to flex-time arrangements will be restored where the Director is satisfied that the circumstances warranting the direction under clause 133.1 no longer apply.

Executive Level Time Off in Lieu (EL TOIL)

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

135. EL Employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by PSR.

136. A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to Employees can be taken as whole or part days.

137. The working arrangements for an EL Employee should be agreed through discussion between the Manager and the EL Employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the Employee to balance their work and personal life.

138. An EL Employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL Employee and their Manager.

- 139. The pattern of hours is to be flexible enough to accommodate short-term peaks and troughs in workload, and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
- 140. Requests from EL Employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

Overtime and restriction

141. Eligibility for overtime is subject to an Employee earning below the salary barrier, which is the minimum hourly pay rate payable to an Employee at the Executive Level 1 classification. If an Employee earns above the salary barrier, they are not eligible for overtime.

142. Overtime for Full-time and Part-time Employees

142.1 Work will be considered overtime for a Full-time Employee, in a APS1-6 classification, where the Employee is directed to perform work:

142.1.1 Monday to Friday, outside the bandwidth;

142.1.2 Monday to Friday, during the bandwidth but beyond the length of time of the Employee's ordinary hours on the day concerned; or

142.1.3 on a Saturday, Sunday or a holiday.

142.2 Work will be considered overtime for a Part-time Employee, in a APS1-6 classification, where the Employee is directed to perform work:

142.2.1 which is not continuous with the Employee's ordinary hours of work as agreed in the Employee's Part-time Work Agreement;

142.2.2 on any day which is continuous with the Employee's ordinary hours of work as agreed in the Employee's Part-time Work Agreement, and in whole or in part, falls outside the period 6.00 pm to 8.00 am, where the Employee also completes their ordinary hours of duty on that day; or

142.2.3 which is continuous with the Employee's ordinary hours of work, and falls wholly within the period 6.00 pm to 8.00 am and exceeds, in any one week, that Employee's prescribed weekly ordinary hours of work as agreed in the Employee's Part-time Work Agreement.

142.3 Where a Full-time or Part-time Employee works overtime PSR must pay to the Employee the overtime rates as follows:

For overtime worked on	Overtime time rate
Monday to Saturday – first 3 hours	150%

Monday to Saturday – after 3 hours	200%
Sunday – all day	200%
Public Holiday – all day	250%

143. Where an Employee that is eligible for overtime, except where that Employee works overtime in circumstances involving emergency duty as set out at clause 146, works so much overtime that they have not had at least eight consecutive hours (exclusive of reasonable travelling time) off duty before commencement of their ordinary hours of work on the next day times, the Employee shall be released from duty until they have had at least eight hours break, without loss of pay for the ordinary hours involved.

144. Notwithstanding clause 143:

144.1 where an Employee receives specific approval to commence work in accordance with clause 119.1; and

144.2 the Employee is eligible for overtime;

the Employee will be paid at double rates for such period until released from duty and will then be entitled to be absent until they have had such time off duty without loss of pay for any ordinary hours involved.

145. Overtime for Casual Employees will be paid in accordance with clause 15.3(c) of the *Australian Public Service Enterprise Award 2015*.

146. Emergency and restriction duties

146.1 Emergency duty is where an Employee is called back into work in the event of an emergency.

146.2 Where an APS 1-6 Employee is required to perform emergency duty outside their required working hours, the Employee is entitled to receive an emergency duty allowance if:

146.2.1 they are called on duty to meet an emergency at a time when the Employee would not ordinarily have been on duty; and

146.2.2 no notice was given to the Employee prior to ceasing their ordinary hours of work.

146.3 The time for which payment will be made will include necessary time spent travelling to and from the workplace, where the Employee is required to attend the workplace to perform the duty.

146.4 Emergency duty will be paid at the following rates:

Emergency Duty	Rate	Minimum period
Emergency duty at the workplace	Double time	2 hours (inclusive of travel time)
Emergency duty without attendance at workplace	Double time	1 hour
Emergency duty at the workplace on a Public Holiday	Double time and a half (outside standard hours) Time and a half (during standard hours)	2 hours
Emergency duty without attendance at the workplace on a Public Holiday	Double time and a half (outside standard hours) Time and a half (during standard hours)	1 hour

146.5 Where the Director determines that an APS1-6 Employee should remain contactable and able to perform additional duties outside of their ordinary hours of work, either as emergency duty or other restriction duty, the Employee will be paid at the specified restriction duty rate in the *Australia Public Service Enterprise Award 2015*.

Flexible working arrangements

147. PSR, Employees and their union recognise:

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

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

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

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

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

148. PSR is committed to engaging with Employees and their union to build a culture that supports flexible working arrangements across PSR at all levels. This may include developing and implementing strategies through a PSR consultative committee.

149. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

Requesting formal flexible working arrangements

150. The following provisions do not diminish an Employee's entitlement under the NES.

151. An Employee may make a request for a formal flexible working arrangement.

152. The request must:

152.1 be in writing;

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

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

153. The Director must provide a written response to a request within 21 days of receiving the request.

154. The response must:

154.1 state that the Director approves the request and provide the relevant detail in clause 155; or

154.2 if following discussion between PSR and the Employee, PSR and the Employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or

154.3 state that the Director refuses the request and include the following matters:

154.3.1 details of the reasons for the refusal; and

154.3.2 set out PSR's particular business grounds for refusing the request, explain how those grounds apply to the request; and

154.3.3 either:

154.3.3.1 set out the changes (other than the requested change) in the Employee's working arrangements that would accommodate, to any extent, the Employee's circumstances outlined in the request and that the agency would be willing to make; or

154.3.3.2 state that there are no such changes; and

154.3.4 state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of this Agreement, and if the Employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.

155. Where the Director approves the request, this will form an arrangement between PSR and the Employee. Each arrangement must be in writing and set out:

155.1 any security and work health and safety requirements;

155.2 a review date (subject to clause 159); and

155.3 the cost of establishment (if any).

156. The Director may refuse to approve the request only if:

156.1 PSR has discussed the request with the Employee; and

156.2 PSR has genuinely tried to reach an agreement with the Employee about making changes to the Employee's working arrangements to accommodate the Employee's circumstances (subject to any reasonable business grounds for refusal); and

156.3 PSR and the Employee have not reached such an agreement; and

156.4 PSR has had regard to the consequences of the refusal for the Employee; and

156.5 the refusal is on reasonable business grounds.

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

157.1 the new working arrangements requested would be too costly for PSR;

157.2 there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested;

157.3 it would be impractical to change the working arrangements of other Employees, or to recruit new Employees, to accommodate the new working arrangements requested;

157.4 the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;

157.5 the new working arrangements requested would be likely to have a significant negative impact on customer service; and

157.6 it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.

158. For First Nations Employees, PSR must consider connection to country and cultural obligations in responding to requests for altering the location of work.

159. Approved flexible working arrangements will be reviewed by PSR and the Employee after 12 months, or a shorter period, if agreed by the Employee. This is to ensure the effectiveness of the arrangement.

Varying, pausing or terminating flexible working arrangements

160. An Employee may request to vary an approved flexible working arrangement in accordance with clause 152. An Employee may request to pause or terminate an approved flexible working arrangement.

161. The Director may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 163.

162. PSR must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the Employee, having regard to the circumstances of the Employee. Exceptions to this requirement are urgent and critical operational circumstances or an Employee's demonstrated and repeated failure to comply with the agreed arrangements.

163. Prior to the Director varying, pausing or terminating the arrangement under clause 161, PSR must have:

163.1 discussed their intention to vary, pause or terminate the arrangement with the Employee;

163.2 genuinely tried to reach an agreement with the Employee about making changes to the Employee's working arrangements to accommodate the Employee's circumstances (subject to any reasonable business grounds for alteration);

163.3 had regard to the consequences of the variation, pause or termination for the Employee;

163.4 ensured the variation, pause or termination is on reasonable business grounds; and

163.5 informed the Employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 154.3.

Working from home

164. PSR will not impose caps on groups of Employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
165. PSR may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
166. An Employee working from home is covered by the same employment conditions as an Employee working at an office site under this Agreement.
167. PSR will provide Employees with guidance on working from home safely.
168. Employees will not be required by PSR 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, PSR will consider the circumstances of the Employees and options to achieve work outcomes safely.

Ad-hoc arrangements

169. Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.
170. Employees should, where practicable, make the request in writing and provide as much notice as possible.
171. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 150 to 159.
172. PSR should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the Employee's circumstances and reasonable business grounds.
173. Where a regular pattern of requests for ad-hoc arrangements from an Employee emerges, PSR should consider whether it is appropriate to seek to formalise the arrangement with the Employee.

Altering span of hours

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

Part-time work

175. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
176. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
177. Standard hours for Part-time Employees will be recorded in a Part-time Work Agreement. An Employee may, with the agreement of the Director, vary the agreed hours of work.
178. Salary, benefits and allowances for Employees who work part time will be calculated on a pro rata basis, being the appropriate percentage of the salary, benefits and allowances applying to Full-time Employees.
179. If a Full-time Employee initiates part-time work, the Employee will have the right to revert to full-time employment:
 - 179.1 at the expiry of the agreed period; or
 - 179.2 as otherwise agreed, as operational requirements permit.

Christmas closedown

180. PSR will close its normal operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day.
181. Employees will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance with their required hours of work. Where an Employee is absent on leave, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave, (e.g. if on Long Service Leave (**LSL**) half pay, payment is on half pay).
182. There will be no deduction from annual or personal/carer's leave credits for the closedown days.

Public holidays

183. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
 - 183.1 1 January (New Year's Day);
 - 183.2 26 January (Australia Day);

- 183.3 Good Friday and the following Monday;
- 183.4 25 April (Anzac Day);
- 183.5 the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- 183.6 25 December (Christmas Day);
- 183.7 26 December (Boxing Day); and
- 183.8 any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.
184. 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.
185. The Director 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.
186. The Director and an Employee may agree to substitute a cultural or religious day of significance to the Employee for any day that is a prescribed holiday. If the Employee cannot work on the prescribed holiday, the Employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an Employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
187. 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.
188. Where a public holiday falls during a period when an Employee is absent on leave (other than annual leave, paid personal/carer's leave, defence service sick leave, or purchased 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.
189. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the Employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the Employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 183.1 to 183.8.
190. 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 of 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.

191. 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 Director may allow the Employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the Employee will be credited an equivalent amount of time to their regular hours for the day in flex-credits or EL TOIL in recognition of their planned day off.

Section 6: Leave

General conditions

192. Attendance and Leave Policy

192.1 Information about leave entitlements and taking leave can be found in PSR's Attendance and Leave Policy.

193. Absences on Compensation Leave

193.1 Where an Employee is absent on Compensation Leave, the Director is required to consult with the Rehabilitation Case Manager before approving applications for other forms of leave which may interfere with a return-to-work program.

194. Unauthorised absences

194.1 Employees must advise their Manager as soon as practicable of their absence or intention to be absent, and preferably by no later than 10.00am on the day of any absence.

194.2 Where an Employee is absent from duty without approval (including failing to notify work of an absence as per clause 194.1) or reasonable grounds:

194.2.1 all pay and other benefits provided under this Agreement will cease to be available until the Employee resumes duty; and

194.2.2 the Employee will be treated as on unauthorised absence without pay.

194.3 All periods of unauthorised absence, regardless of duration, do not count for service for any purpose.

194.4 Any amounts paid to an Employee as a result of an unauthorised absence are overpayments and PSR will seek to recover those amounts, in accordance with clauses 56-63.

Annual leave

195. All Full-time Employees are entitled to 20 days (4 calendar weeks) paid annual leave per year of service, in accordance with the NES.

195.1 Annual leave for Part-time Employees accrues on a pro-rata basis.

195.2 Annual leave will accrue daily and be credited monthly.

196. Annual leave may be taken at half pay. However, unless approved by the Director, it may not be taken at half pay where the Employee has an excessive leave balance.
197. Excess leave will be managed in accordance with this Agreement and PSR's leave policy.
198. Where an Employee's 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.
199. Consistent with PSR's obligations under section 90 of the FW Act, Employees will receive payment in lieu of any untaken annual leave upon separation from the APS.

Cashing out annual leave

200. An Employee may cash out excess annual leave entitlements provided that the Employee's remaining annual leave after cashing out is not less than 150 hours (20 working days).
201. Each cashing out of a particular amount of annual leave must be by a separate agreement in writing with the Director. The Employee will be paid the full amount that would have been paid to the Employee had the Employee taken the leave that is cashed out.
202. The Director will not approve requests to cash out annual leave unless the Employee has taken at least 3 weeks (112.5 hours full-time equivalent) annual leave in the 12 months immediately preceding the request to cash out.

Purchased leave

203. Entitlement

203.1 Employees may purchase from 5 to 20 working days additional annual leave each financial year.

203.2 In approving requests for purchased leave, the Director must have regard to operational needs and the personal circumstances of the Employee, including family responsibilities.

203.3 Purchased leave counts as service for all purposes.

204. Taking Purchased Leave

204.1 The Employee must provide the Director with 6 months' notice of Purchased Leave requests, although this requirement may be waived by the Director at their discretion. Employees do not have to exhaust other leave entitlements before requesting Purchased Leave.

204.2 The Employee's salary for superannuation purposes is their salary as if they had not purchased leave.

Personal/carer's leave

Entitlement to personal/carer's leave

205. Full-time Employees are entitled to 18 days paid personal/carer's leave per annum. For Part-time Employees, this will be accrued on a pro-rata basis.

206. At the request of an Employee, the Director may approve leave at half pay.

Accrual of personal/carer's leave

207. For an Ongoing Employee, 18 days personal/carer's leave will be credited upon the Employee's commencement with the APS. After 12 months, the Employee's leave will accrue daily and be credited monthly.

208. For a Non-ongoing Employee, the personal/carer's leave will be credited upon the Employee's commencement with PSR. This will be 18 days leave pro-rated based on the Employee's initial contract period and is capped at 18 days. After the initial contract period or 12 months, whichever is shorter, or where the Employee has an existing entitlement to personal/carer's leave, leave will accrue daily and be credited monthly.

209. A Casual Employee may be absent without pay when not fit for work due to personal illness or injury.

210. A Casual Employee, or an Employee who has exhausted all their paid personal/carer's leave, may access 2 days unpaid carer's leave per occasion, consistent with the NES.

Usage

211. An Employee may take personal/carer's leave for the following purposes:

211.1 due to personal illness or injury;

211.2 to attend appointments with a registered health practitioner;

211.3 to manage a chronic condition; or

211.4 to provide care or support for a family member (including a household member) or a person they have caring responsibilities for; because:

211.4.1 of a personal illness or injury affecting the person; or

211.4.2 of an unexpected emergency affecting the other person.

212. Employees who are medically unfit or are required to undertake carer's responsibilities for more than one day while on other forms of paid leave (with the exception of Parental Leave), and who produce acceptable evidence, may apply for personal/carer's leave. If personal/carer's leave is granted, then the other paid leave will be re-credited to the extent of the period of personal/carer's leave granted.
213. An Employee may be granted personal/carer's leave at half-pay instead of full-pay in extraordinary circumstances arising from their illness, injury or medical condition. If personal/carer's leave is granted at half-pay, the entitlements to leave days are doubled accordingly. Such leave counts as service for all purposes.
214. The Director may also grant unpaid personal/carer's leave for caring purposes under the provisions of miscellaneous leave without pay where the absence is over an extended period or the Employee has exhausted all paid personal/carer's leave credits.
215. An Employee who is unfit for work and has exhausted all paid personal/carer's leave credits may be granted personal leave without pay, annual leave (at full or half pay), Purchased Leave or **LSL** (subject to the minimum LSL provisions).

Carers

216. A person that an Employee has caring responsibilities for may include a person who needs care because they:
- 216.1 have a medical condition, including when they are in hospital;
 - 216.2 have a mental illness;
 - 216.3 have a disability;
 - 216.4 are frail or aged; and/or
 - 216.5 are a child, not limited to a child of the Employee.

Transitional arrangements

217. Where an Employee:
- 217.1 has, or cares for someone with, a chronic condition or other ongoing illness; or
 - 217.2 is recovering from surgery; or
 - 217.3 is pregnant; or
 - 217.4 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 Director will advance the Employee's accrual up to the 12 month anniversary when their leave would otherwise be credited.

Evidence

218. When an Employee accesses personal/carer's leave, acceptable evidence may be requested by PSR after an Employee takes:

218.1 more than 3 consecutive days of personal/carer's leave; or

218.2 more than 8 days of personal/carer's leave without evidence in a calendar year.

219. Acceptable evidence under clause 218 includes:

219.1 a certificate from a registered health practitioner;

219.2 a statutory declaration; or

219.3 another form of evidence approved by the Director.

220. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.

Medical Examination

221. An Employee absent on personal/carer's leave:

221.1 due to personal illness for a period greater than two weeks; or

221.2 for a total period of one year's accrual, or 135 hours, over a six month period; or

221.3 where the continued or cumulative absence is equal to, or greater than, 13 weeks,

may be directed to attend an examination by a nominated medical practitioner as defined in Public Service Regulation 3.2 to establish fitness for continued duty.

222. Where an Employee is directed to attend an examination under clause 221, the examination will not be carried out by any PSR staff member, PSR consultant, Director, Associate Director, Panel Member or Member of the Determining Authority.

Portability of leave

223. Where an Employee moves into PSR from another APS agency where they were an Ongoing Employee, the Employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.
224. Where an Employee is engaged in PSR immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the Employee's unused accrued annual leave and personal/carer's leave will be recognised unless the Employee received payment in lieu of those entitlements on cessation of employment.
225. Where an Employee is engaged as an Ongoing Employee in PSR, and immediately prior to the engagement the person was employed as a Non-ongoing APS Employee (whether in PSR or another agency), at the Employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
226. Where an Employee is engaged as a Non-ongoing APS employee, and immediately prior to the engagement the person was employed as a Non-ongoing APS Employee (whether in PSR or another agency) at the Employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
227. Where a person is engaged as an Ongoing Employee in PSR, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 224), the Director will offer to recognise any unused accrued personal/carer's leave at the Employee's request. An Employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period and cannot switch roles for the purpose of accessing additional paid leave.
228. Where an Employee is engaged as an Ongoing Employee in PSR, and immediately prior to the engagement the person was employed by a State or Territory Government, the Director may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
229. For the purposes of clauses 223 to 228, an Employee with a break in service of less than 2 months is considered to have continuity of service.

Re-crediting of leave

230. When an Employee is on:

230.1 annual leave;

230.2 purchased leave;

230.3 defence reservist leave;

230.4 First Nations ceremonial leave;

230.5 NAIDOC leave;

230.6 cultural leave; or

230.7 long service leave; and

becomes eligible for, under legislation or this Agreement:

230.8 personal/carer's leave;

230.9 compassionate or bereavement leave;

230.10 jury duty;

230.11 emergency services leave;

230.12 leave to attend to family and domestic violence circumstances; or

230.13 parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

231. 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.

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

Long service leave

233. An Employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

234. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for at clause 230 of this Agreement.

Miscellaneous leave

235. The Director may, having regard to the personal circumstances of the Employee and the operational needs of PSR, grant an Employee paid or unpaid miscellaneous leave.

236. Miscellaneous leave without pay may, or may not, count as service for any purpose, as determined on a case-by-case basis by the Director.
237. PSR may provide Miscellaneous leave to casual employees for the purpose of providing paid family and domestic violence leave or otherwise as required or authorised by an applicable government directive.

Cultural, ceremonial and NAIDOC leave

NAIDOC leave

238. First Nations Employees may access up to one day of paid leave per calendar year to participate in NAIDOC week activities.
239. NAIDOC leave can be taken in part days.

First Nations ceremonial leave

240. 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.
241. The Director may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
242. First Nations ceremonial leave can be taken as part days.
243. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

244. The Director 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.
245. The Director may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
246. Cultural leave can be taken as part days.
247. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 240.

Parental leave

248. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.

249. An Employee who is a **primary caregiver** or **secondary caregiver** is entitled to parental leave up until 24 months from the date of the child’s birth or placement (**parental leave period**). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months. An Employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.
250. 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.
251. 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

252. An Employee is entitled to parental leave with pay as per clauses 254 and 255 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.
253. Employees newly engaged or who have moved to PSR from another APS agency are eligible for the paid parental leave in clauses 254 and 255 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 254 and 255, the balance is available to the Employee.
254. An Employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in **Table 1 Primary caregivers – circumstances for paid parental leave** below.

Table 1: Primary caregivers – circumstances for paid parental leave

Paid leave entitlement under the ML Act	Additional parental leave with pay under this Agreement for the primary caregiver
12 weeks’ paid maternity leave, including any reduced paid maternity leave period due to ML Act qualifying period rules	Paid leave to bring the total period of paid parental leave to 18 weeks
No ML Act eligibility or coverage	18 weeks

255. An Employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in **Table 2 Secondary caregivers – circumstances for paid parental leave** below.

Table 2: Secondary caregivers – circumstances for paid parental leave

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

256. **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.
257. **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.
258. **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.

Special Maternity Leave

259. For a pregnancy-related illness, PSR Employees are entitled to access Special Maternity Leave provisions as outlined in the FW Act. Special Maternity Leave is leave without pay and will count as service where such leave does not exceed a period of four weeks.

Adoption and long-term foster care

260. 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:

260.1 is under 16 as at the day (or expected day) of placement;

260.2 has not lived continuously with the Employee for a period of six months or more as at the day (or expected day) of placement; and

260.3 is not (otherwise than because of the adoption) a child of the Employee or the Employee's spouse or de facto partner.

261. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

Stillbirth

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

263. A stillborn child is a child:

263.1 who weighs at least 400 g at delivery or whose period of gestation was 20 weeks or more; and

263.2 who has not breathed since delivery; and

263.3 whose heart has not beaten since delivery.

Pregnancy loss leave

264. A pregnant Employee who experiences, or an Employee whose spouse or partner experiences, pregnancy loss is entitled to one week's 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.

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

Premature birth leave

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

Transitional provisions

267. 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 266 until after the legislated paid maternity leave is used.

Compassionate leave

268. Employees will be eligible for 3 days paid compassionate leave on each occasion when:

268.1 a member of their family (including a member of their household) or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or

268.2 the Employee or their partner has a miscarriage.

269. An Employee may be asked to provide evidence to support their absences on compassionate leave.

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

271. For Casual Employees, compassionate leave is unpaid.

Bereavement leave

272. Employees will be eligible for 3 days paid bereavement leave on each occasion when:

272.1 a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or

272.2 a child is stillborn, where the child was a member of their family (including a member of their household).

273. An Employee may be asked to provide evidence to support their absences on bereavement leave.

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

275. For Casual Employees, bereavement leave is unpaid.

Emergency response leave

276. In line with section 108 of the FW Act, an Employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:

276.1 the time engaged in the activity;

276.2 reasonable travelling time; and

276.3 reasonable recovery time.

277. Full-time and Part-time Employees will be able to access 20 working days of paid emergency response leave at full pay per year if required. The Director may provide additional emergency response leave with pay.

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

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

279. 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.

280. The Director may approve reasonable paid or unpaid leave for ceremonial duties and training.

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

Jury duty

282. 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.

283. Full-time and Part-time Employees will be released from duty on their full rate of pay. Payment for Casual Employees will be as per the relevant state legislation.

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

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

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

Defence reservist leave

286. The Director will give an Employee leave with or without pay to undertake:

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

- 286.2 Australian Defence Force Cadet obligations.
287. An Employee who is a Defence Reservist can take leave with pay for:
- 287.1 up to 4 weeks (20 days) in each financial year (pro-rata for Part-time Employees); and
- 287.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for Part-time Employees).
288. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
289. An Employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
- 289.1 Australian Navy Cadets;
- 289.2 Australian Army Cadets; and
- 289.3 Australian Air Force Cadets.
290. In addition to the entitlement at clause 287, paid leave may be granted to an Employee to attend an interview or medical examination in connection with the enlistment of the Employee in a Reserve Force of the Defence Force.
291. Paid defence reservist leave counts for service.
292. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
293. Unpaid leave taken over 6 months counts as service, except for annual leave.
294. An Employee will not need to pay their tax free ADF Reserve salary to PSR for any reason.

Defence service sick leave

295. An Employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an Employee's medical condition is as a result of either:
- 295.1 warlike service; or
- 295.2 non-warlike service.

296. An eligible Employee can get 2 types of credits:
- 296.1 an initial credit of 9 weeks (45 days) defence service sick leave (pro-rata for Part-time Employees) will apply as at the following dates, whichever is later:
 - 296.1.1 they start employment with the APS; or
 - 296.1.2 DVA certifies the condition; and
 - 296.2 an annual credit of 3 weeks (15 days) defence service sick leave (pro-rata for Part-time Employees).
297. An Employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
298. Unused annual credits can be built up to 9 weeks.
299. An Employee cannot use annual credits until the initial credit is exhausted.
300. Defence service sick leave is paid and counts as service for all purposes.

Leave to attend proceedings

301. 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.
302. An Employee who is not covered under clause 301 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 PSR.
303. An Employee may otherwise be granted paid or unpaid miscellaneous leave by the Director if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the Employee may elect to use accrued annual leave, flex-leave or time off in lieu.
304. The Director 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

305. 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 PSR will consider Employees on duty.
306. The Employee must inform their Manager in advance of when they will be away from work before donating blood, plasma or platelets.

Vaccinations

307. PSR will offer annual influenza vaccinations to all Employees at no cost.
308. Where PSR 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

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

Respect at work

Principles

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

312. PSR will consult with Employees and their unions in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

Family and domestic violence support

313. PSR will provide support for Employees affected by family and domestic violence, depending on the Employee's circumstances.
314. PSR recognises that a holistic approach should be taken to support the Employee, appropriate for the Employee's individual circumstances.
315. Family and domestic violence support, including paid leave, are available to all Employees covered by this Agreement.
316. An Employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an Employee experiencing family and domestic violence may access this leave include, but are not limited to:
 - 316.1 illness or injury affecting the Employee resulting from family and domestic violence;
 - 316.2 providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
 - 316.3 providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
 - 316.4 making arrangements for the Employee's safety, or the safety of a close relative;
 - 316.5 accessing alternative accommodation;
 - 316.6 accessing police services;
 - 316.7 attending court hearings;
 - 316.8 attending counselling; and
 - 316.9 attending appointments with medical, financial or legal professionals.
317. 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.
318. 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.
319. These provisions do not reduce an Employee's entitlement to family and domestic violence leave under the NES.

320. 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.
321. 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.
322. Evidence may be requested to support PSR 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 PSR will require, unless the Employee chooses to provide another form of evidence.
323. 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.
324. PSR will take all reasonable measures to treat information relating to family and domestic violence confidentially. PSR will adopt a 'needs to know' approach regarding communication of an Employee's experience of family and domestic violence, subject to steps PSR may need to take to ensure the safety of the Employee, other employees or persons, or mandatory reporting requirements.
325. Where PSR needs to disclose confidential information for purposes identified in clause 324 where it is possible PSR will seek the Employee's consent and take practical steps to minimise any associated safety risks for the Employee and/or privacy breaches.
326. PSR 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 PSR, unless otherwise required by legislation.
327. Other available support may include, but is not limited to, flexible working arrangements, additional access to employee assistance programs, changes to their span of hours or pattern of hours and/or shift patterns or location of work where reasonably practicable.
328. PSR 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.
329. Further information about leave and other support available to Employees affected by family and domestic violence may be found in policy.

Integrity in the APS

330. PSR understands that procedural fairness is essential in building and maintaining trust with APS employees, and that it requires fair and impartial processes for Employees affected by APS-wide or PSR decisions.

331. Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the APS Code of Conduct in the PS Act.
332. Employees can, during their ordinary hours of work, take time to:
- 332.1 access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or within PSR; and
- 332.2 attend PSR mandated training about integrity.

First Nations cultural competency training

333. The Director will take reasonable steps to ensure all substantive, Ongoing EL2 Employees employed at the commencement of this Agreement or any new substantive, Ongoing EL2 Employees who commence within the first 6 months of this Agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the Agreement.
334. Any new substantive, Ongoing EL2 Employee who commences after 6 months of the commencement of this Agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

Lactation and breastfeeding support

335. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
336. PSR will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 337. In considering whether a space is appropriate, an agency should consider whether:
- 336.1 there is access to refrigeration;
- 336.2 the space is lockable; and
- 336.3 there are facilities needed for expressing, such as appropriate seating.
337. Where it is not practicable for a PSR site to have a designated space, a flexible approach will be taken so that the Employee can access the support required.
338. PSR will facilitate discussion between individual Employees and their Managers about accommodating the Employee's lactation needs and practical arrangements to meet these needs.

339. The Manager and Employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an Employee will be accommodated, noting these needs may be changed over time.
340. Further information is available in policy.

Disaster support

341. 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 Director will consider flexible working arrangements to assist the Employee to perform their work.
342. Where flexible working arrangements are not appropriate, the Director 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.
343. In considering what period of leave is appropriate, the Director will take into account the safety of the Employee, their family (including their household) and advice from local, State and Commonwealth authorities.

Section 8: Performance and development

Performance management

- 344. All Ongoing and Non-ongoing Employees (with contracts greater than six months) must have a Performance Agreement in place, signed by their Manager.
- 345. Further information about how the PDS works can be found in the Performance Development Guidelines.

Higher duties

- 346. Where an Employee has been temporarily assigned duties of a higher classification, including for short periods, the performance of those duties will be taken into account in an Employee's annual PDS review.
- 347. A new PDS is required where periods of reassignment are for 3 months or more.

Workloads

- 348. PSR 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 to be worked by some Employees, this should be regarded as the exception rather than the rule.
- 349. When determining workloads for an Employee or group of Employees, PSR will consider the need for Employees to strike a balance between their work and personal life.
- 350. Where an Employee or group of Employees raise that they have experienced significant workload pressures over a prolonged period of time, PSR and the Employee/s together must review the Employees' workloads and priorities, and determine appropriate strategies to manage the impact on the Employee or group of Employees.

Study assistance

- 351. PSR encourages its Employees to undertake formal study in fields relevant to the achievement of its corporate goals.
- 352. Employees can apply for study assistance for a course of study that has been identified for that Employee through the PDS, which is recorded in their Individual Development Plan.
- 353. For more information on the administration of the study assistance, Employees should consult PSR's Study Assistance Policy.

Professional qualifications

354. PSR will pay professional association membership costs and/or accreditation or registration fees, and any associated professional development and training costs, or other fees for Employees currently in a position undertaking duties or responsibilities that require professional skills, and the maintenance of membership of the relevant professional association, accreditation or registration.

Section 9: Travel and location-based conditions

Travel expenses

355. When undertaking travel at the direction of PSR, Employees are eligible to receive a travel allowance under the applicable PSR policy, in accordance with the applicable ATO determination.
356. Where an Employee is not eligible for a travel allowance, the Director may approve any reasonable expenses incurred by the Employee during travel for the purpose of work undertaken at the direction of PSR, in accordance with the applicable PSR policy.

Relocation assistance

357. Where an existing Employee is required to relocate at the request of PSR (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.
358. Where an Employee is required to relocate on engagement with PSR, the Employee will be provided with financial relocation assistance.
359. Reasonable expenses associated with the relocation include:
- 359.1 the cost of transport of the Employee, their dependents and partner by the most economical means;
 - 359.2 removal expenses, namely the reimbursement of reasonably incurred costs of the removal of furniture and household effects of the Employee, dependants and partner;
 - 359.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
 - 359.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
360. Additional relocation assistance may be considered by Director discretion.

Section 10: Consultation, representation and dispute resolution

Consultation

Principles

361. 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.
362. PSR recognises:
- 362.1 the importance of inclusive and respectful consultative arrangements;
 - 362.2 Employees and the relevant union(s) should have a genuine opportunity to influence decisions;
 - 362.3 the nature and extent of consultation will vary depending on the proposed change and the likely impact on Employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
 - 362.4 consultation with Employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
 - 362.5 the benefits of Employee and union involvement and the right of Employees to be represented by their union.
363. Genuine and effective consultation involves:
- 363.1 providing Employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
 - 363.2 providing all relevant information to Employees and the relevant union(s) in a timely manner to support consideration of the issues;
 - 363.3 considering feedback from Employees and the relevant union(s) in the decision-making process; and
 - 363.4 advising Employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

When consultation is required

364. Consultation is required in relation to:

364.1 changes to work practices which materially alter how an Employee carries out their work;

364.2 changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);

364.3 major change that is likely to have a significant effect on Employees;

364.4 implementation of decisions that significantly affect Employees;

364.5 changes to Employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this Agreement); and

364.6 other workplace matters that are likely to significantly or materially impact Employees.

365. PSR, 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 PSR. 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

366. This clause applies if PSR:

366.1 proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or

366.2 proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Representation

367. 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.

368. PSR must recognise the representative if:

368.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

368.2 the Employee or Employees advise PSR of the identity of the representative.

Major change

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

369.1 the termination of the employment of Employees; or

369.2 major change to the composition, operation or size of PSR's workforce or to the skills required of Employees; or

369.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

369.4 the alteration of hours of work; or

369.5 the need to retrain Employees; or

369.6 the need to relocate Employees to another workplace; or

369.7 the restructuring of jobs.

370. The following additional consultation requirements in clauses 371 to 377 apply to a proposal to introduce a major change referred to in clause 364.3.

371. Consultation with Employees and the relevant union(s) or recognised representatives will occur prior to a decision being made, subject to clause 365.

372. Where practicable, a PSR change manager or a primary point of contact will be appointed and their details provided to Employees and the relevant union(s) and/or their recognised representatives.

373. PSR must notify Employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.

374. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 365, PSR must:

374.1 discuss with affected Employees and relevant union(s) or other recognised representatives:

374.1.1 the proposed change:

374.1.1.1 the effect the proposed change is likely to have on the Employees,
and

374.1.1.2 proposed measures to avert or mitigate the adverse effect of the proposed change on the Employees; and

374.1.2 for the purposes of the discussion – provide, in writing, to Employees and the relevant union(s) and/or other recognised representatives:

374.1.2.1 all relevant information about the proposed change, including the nature of the change proposed; and

374.1.2.2 information about the expected effects of the proposed change on the Employees; and

374.1.2.3 any other matters likely to affect the Employees.

375. PSR 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.

376. However, PSR is not required to disclose confidential or commercially sensitive information to Employees and the relevant union(s) and/or other recognised representatives.

377. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of PSR, the requirements set out in clauses 371 to 375 are taken not to apply.

Change to regular roster or ordinary hours of work

378. The following additional consultation requirements in clause 379 to 382 apply to a proposal to introduce a change referred to in clause 364.5

379. PSR must notify affected Employees and the relevant union(s) or other recognised representatives of the proposed change.

380. As soon as practicable after proposing to introduce the change, PSR must:

380.1 discuss with Employees and the relevant union(s) or other recognised representatives:

380.2 the proposed introduction of the change; and

380.3 for the purposes of the discussion – provide to the Employees and relevant union(s) and/or other recognised representatives:

380.3.1 all relevant information about the proposed change, including the nature of the proposed change; and

380.3.2 information about what PSR reasonably believes will be the effects of the proposed change on the Employees; and

380.3.3 information about any other matters that PSR reasonably believes are likely to affect the Employees; and

380.4 invite Employees and the relevant union(s) 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, PSR is not required to disclose confidential or commercially sensitive information to the relevant Employees and the relevant union(s) and/or other recognised representatives.

381. PSR must give prompt and genuine consideration to matters raised about the proposed change by the Employees and the relevant union(s) or other recognised representatives.

Interaction with emergency management activities

382. 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.

Agency consultative committee

383. The Director may establish a PSR consultative committee to discuss relevant workplace matters.

384. PSR consultative committees will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.

APS consultative committee

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

Dispute resolution

386. If a dispute relates to:

386.1 a matter arising under this Agreement; or

386.2 the NES;

this term sets out procedures to settle the dispute.

387. An Employee or union who is covered by this Agreement may initiate or be a party to a dispute under this term.

388. 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.
389. 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.
390. 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 389 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
391. The Fair Work Commission may deal with the dispute in 2 stages:
- 391.1 the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- 391.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
- 391.2.1 arbitrate the dispute; and
- 391.2.2 make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

392. While the parties are attempting to resolve the dispute using the procedures in this term:
- 392.1 an Employee must continue to perform their work as they would normally in accordance with established custom and practice at PSR that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
- 392.2 subject to clause 392.1 an Employee must comply with a direction given by PSR to perform other available work at the same workplace, or at another workplace, unless:
- 392.2.1 the work is not safe; or
- 392.2.2 applicable work health and safety legislation would not permit the work to be performed; or
- 392.2.3 the work is not appropriate for the Employee to perform; or
- 392.2.4 there are other reasonable grounds for the Employee to refuse to comply with the direction.

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

392.4 Any disputes arising under the Professional Services Review Enterprise Agreement 2016-2019 as maintained by Public Service (Subsection 24(1)—Professional Services Review Non-SES Employees) Determination 2022/1 or the NES that were formally notified under clause 6 of that agreement before the commencement of this Agreement, that remain unresolved at the date of commencement of this Agreement, will be progressed under the dispute resolution procedures in this Agreement.

Leave of absence to attend proceedings

393. Where the provisions of clauses 386 to 390 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 388, or Employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 390.

Delegates' rights

394. Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting Employee access to union officials and providing employee views to PSR.

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

396. PSR and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

397. PSR respects the role of union delegates to:

397.1 provide information, consult with and seek feedback from Employees in the workplace on workplace matters;

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

397.3 represent the interests of members to PSR and industrial tribunals; and

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

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

399. Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.
400. To support the role of union delegates, PSR will, subject to legislative and operational requirements, including privacy and security requirements:
- 400.1 provide union delegates with reasonable access to PSR facilities and resources, including for paid or unpaid meetings between Employees and their unions and to communicate with union officials;
 - 400.2 advise union delegates and other union officials of the PSR facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
 - 400.3 allow reasonable official union communication appropriate to PSR from union delegates with Employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for Employees to access union information. Any assistance in facilitating email communications does not include PSR vetoing reasonable communications;
 - 400.4 provide access to new Employees as part of induction; and
 - 400.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
401. Where APS Employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or PSR before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

Section 11: Separation and retention

Resignation

402. An Employee may resign from their employment by giving the Director at least 14 calendar days' notice.
403. At the instigation of the Director, 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.
404. The Director has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

Payment on death of an Employee

405. When an Employee dies, or the Director has directed that an Employee is presumed to have died on a particular date, subject to any legal requirements, the Director 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.

Invalidity retirement

406. Personal leave credits to be exhausted
- 406.1 An Employee will not, without the Employee's consent, be retired on invalidity grounds before the Employee's full-pay personal or carer's leave credit has been exhausted, unless provided by legislation.
407. Reappointment after invalidity retirement
- 407.1 An Employee who has their APS employment terminated on the grounds of invalidity and is subsequently re-engaged as a result of action taken under *the Superannuation Act 1976* (Cth) or the *Superannuation Act 1990* (Cth), is entitled to be credited with personal or carer's leave equal to the balance of personal or carer's leave at the time of termination.

Redeployment, retraining, redundancy

408. Application

408.1 Subject to clause 115, clauses 408 to 418 do not apply to Non-ongoing Employees, Casual Employees or Employees on probation.

409. Notification of Excess Employees

409.1 When the Director becomes aware that an Employee has become potentially excess or is excess, and agrees the relevant process to apply is redeployment or redundancy, the Employee will be advised in writing as soon as practicable and provided with relevant details and information.

410. Redeployment (potentially Excess Employee)

410.1 A period of redeployment will usually be for one month, to allow redeployment opportunities to be pursued further, unless:

410.1.1 the Director determines that a longer period will apply in accordance with the intent of the APS Redeployment Policy; or

410.1.2 the Employee requests and is granted an extension of the redeployment period by the Director.

410.2 The principles within the APS Redeployment Policy will be applied in determining whether a longer potentially excess period is appropriate.

410.3 The Director and the Employee may agree to shorten the redeployment period, if requested by the Employee.

411. Support during redeployment

411.1 During the redeployment period PSR will take reasonable steps to find alternative employment for the Employee, including considering potentially excess or excess Employees for internal vacancies before external advertising is undertaken.

412. Reclassification during redeployment (including income maintenance)

412.1 The Director may decide to reclassify an Employee during the redeployment period, at a lower classification, as a means of securing alternative employment for the Employee where:

412.1.1 the Employee has been declared excess, or

412.1.2 a potentially excess Employee with their consent

412.2 If reclassification is to occur, the Employee will be advised in writing of the decision, including relevant details, and provided with 2 weeks to respond.

412.3 Where an Employee is reclassified, the Employee will continue to be paid at the classification level which applied to the Employee immediately prior to reclassification, for a maximum period of seven months.

413. Redundancy (Excess Employees) notification

413.1 Where the Director has decided to declare an Employee excess and commence the redundancy process, the Employee will be advised in writing including relevant details, and provided with one month to respond. The one month period may be shortened or waived at the request of the Employee, if the Director agrees.

414. Financial advice

414.1 Reimbursement of up to \$1,000 may be claimed on production of receipts to obtain career counselling or financial advice during this one month period.

415. Date of effect of termination

415.1 Where an Employee is made redundant, details of the date of effect of termination and notice period will be provided to the Employee as soon as practicable. Payment of salary will continue until the conclusion of the notice period, even if termination occurs prior to this at the request of the Employee. For the avoidance of doubt, the notice period on termination for redundancy is the same as for other PSR initiated termination.

415.2 An excess Employee will be entitled to reasonable time off with pay to attend necessary employment interviews during the notice period.

416. Redundancy pay

416.1 An excess Employee whose employment is terminated by the Director on excess grounds will be paid a sum equal to 2 weeks salary for each completed year of continuous service (subject to the provisions at clause 417 and 418) plus a pro-rata payment for each completed month of service since the last completed year of service, subject to any minimum amount the Employee is entitled to under the NES.

416.2 The minimum sum payable as redundancy pay will be four weeks salary, and the maximum will be 48 weeks salary. Redundancy pay will be calculated on a pro-rata basis where the Employee has worked part-time hours during the period of service and has less than 24 years' full time service.

416.3 For the purposes of calculating redundancy pay "Salary" will be the Employee's base salary, adjusted pro-rata for any periods of part-time work, including:

416.3.1 any allowance which applies to the Employee immediately before redundancy occurs and which is paid during periods of annual leave; and

416.3.2 Higher duties allowance, where the Employee has been acting at a higher level for a continuous period of 12 months or more.

417. Service for severance pay

417.1 Service for severance pay purposes means:

417.1.1 service in PSR;

417.1.2 Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976* (Cth);

417.1.3 service with a Commonwealth body (other than service with a Joint Commonwealth-State body corporate) in which the Commonwealth has a controlling interest which is recognised for long service leave purposes;

417.1.4 service with the Australian Defence Forces;

417.1.5 APS service immediately preceding deemed resignation under repealed section 49 of the *Public Service Act 1922* (Cth), if the service has not previously been recognised for severance pay purposes;

417.1.6 service in another organisation (excluding the ACT Government Service) where:

417.1.6.1 an Employee moved from the APS to that organisation with a transfer of function;

417.1.6.2 an Employee engaged by that organisation on work within a function is engaged in the APS as a result of the transfer of that function to the APS; such service is recognised for long service leave purposes.

417.1.6.3 ACT Government Service for persons who were compulsorily transferred to the ACT Government Service on its establishment as a separate Service on 1 July 1994 and who subsequently re-joined the APS.

417.2 For earlier periods of service to count there must be no breaks between the periods of service, except where:

417.2.1 the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the Employee before ceasing employment with the preceding employer; or

417.2.2 the earlier period of service was with the APS and ceased because the Employee was deemed to have resigned from the APS on marriage under repealed section 49 of the *Public Service Act 1922* (Cth).

418. Service not to count

418.1 Having regard to clause 417 any period of service that ceased:

418.1.1 by way of any of the grounds for termination specified in section 29 of the PS Act (including any additional grounds prescribed in the PS Regulations); or

418.1.2 on a ground equivalent to any of these grounds; or

418.1.3 through voluntary retirement at or above the minimum retiring age applicable to the Employee; or

418.1.4 with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit

will not count as service for severance pay purposes.

418.2 Absences from work which do not count as service for long service leave purposes will not count as service for severance pay purposes.

Attachment A – Base salaries

Table A – Base salaries					
Column 1	Column 2	Column 3 Salary (\$)	Column 4 Salary (\$)	Column 5 Salary (\$)	Column 6 Salary (\$)
Classification	Salary levels	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
EL2	5	153,043	159,165	165,213	170,830
EL2	4	148,333	154,266	160,128	165,572
EL2	3	143,626	149,371	155,047	160,319
EL2	2	131,967	137,246	142,461	147,305
EL2	1	123,756	128,706	133,597	140,675
EL1	4	123,350	128,284	133,159	137,686
EL1	3	121,234	126,083	130,874	135,324
EL1	2	116,227	120,876	125,469	129,735
EL1	1	110,472	114,891	119,257	123,312
APS6	5	102,709	106,817	110,876	114,646
APS6	4	98,301	102,233	106,118	109,726
APS6	3	96,467	100,326	104,138	107,679
APS6	2	91,670	95,337	98,960	102,325
APS6	1	87,431	90,928	94,563	99,734
APS5	5				96,829
APS5	4		87,572	91,809	94,931
APS5	3	83,479	86,818	90,117	93,181
APS5	2	81,084	84,327	87,531	90,507
APS5	1	78,928	82,085	85,204	88,834
APS4	4	77,874	80,989	84,067	86,925
APS4	3	76,820	79,893	82,929	85,749
APS4	2	74,544	77,526	80,472	83,208
APS4	1	72,539	75,441	78,308	80,970
APS3	4	70,953	73,791	76,595	79,199
APS3	3	68,047	70,769	73,458	75,956
APS3	2	65,973	68,612	71,219	73,640
APS3	1	64,151	66,717	69,252	71,607
APS2	5				68,425
APS2	4	61,180	63,627	66,045	68,291
APS2	3	59,480	61,859	64,210	66,393
APS2	2	57,747	60,057	62,339	64,459
APS2	1	55,420	57,637	59,827	62,775
APS1	5				60,946
APS1	4	53,874	56,029	58,158	60,135
APS1	3	51,368	53,423	55,453	57,497
APS1	2	49,668	52,000	54,516	57,497
APS1	1	47,971	52,000	54,516	57,497

Table B – Base Salaries - Legal					
Column 1	Column 2	Column 3 Salary (\$)	Column 4 Salary (\$)	Column 5 Salary (\$)	Column 6 Salary (\$)
Local Title	Salary levels	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Legal EL2	3	160,590	167,014	173,361	179,255
Legal EL2	2	153,619	159,764	165,835	171,473
Legal EL2	1	148,655	154,601	160,476	165,932
Legal EL1	3	135,927	141,364	146,736	151,725
Legal EL1	2	125,133	130,138	135,083	139,676
Legal EL1	1	114,623	119,208	123,738	127,945
Legal APS6	4				111,701
Legal APS6	3	98,632	102,577	106,475	110,095
Legal APS6	2	93,721	97,470	101,174	104,614
Legal APS6	1	89,385	92,960	96,492	99,773
Legal APS5	1	82,733	86,042	89,312	92,349
Legal APS4	1	77,561	80,663	83,728	86,575

Attachment B – Supported Wage System

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

Definitions

2. In this schedule:

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

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

Disability Support Pension means the Commonwealth Government pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.

Relevant minimum wage means the minimum wage prescribed in this Agreement for the class of work for which an Employee is engaged.

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

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

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 PSR 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 per cent	10 per cent
20 per cent	20 per cent
30 per cent	30 per cent
40 per cent	40 per cent
50 per cent	50 per cent
60 per cent	60 per cent
70 per cent	70 per cent
80 per cent	80 per cent
90 per cent	90 per cent

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 per cent, 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 PSR 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 PSR as a time and wages record in accordance with the FW Act.

Lodgement of SWS wage assessment agreement

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

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

Review of assessment

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

Other terms and conditions of employment

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

Workplace adjustment

14. PSR, 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, PSR 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 Fair Work Commission.
18. Work trials should include induction or training as appropriate to the job being trialled.
19. Where PSR 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 [assessment of capacity].