



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Digital Transformation Agency (AG2024/648)

DTA ENTERPRISE AGREEMENT 2024-2027

Commonwealth employment

COMMISSIONER LEE

MELBOURNE, 26 MARCH 2024

Application for approval of the DTA Enterprise Agreement 2024-2027

[1] An application has been made for approval of an enterprise agreement known as the *DTA 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 Digital Transformation Agency. The Agreement is a single enterprise agreement.

[2] 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.

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 2 April 2024. The nominal expiry date of the Agreement is 28 February 2027.



COMMISSIONER

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Australian Government
Digital Transformation Agency



DTA Enterprise Agreement 2024-2027

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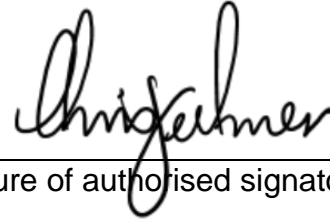
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FORMAL ACCEPTANCE AND SIGNATORIES

The DTA Enterprise Agreement 2024-2027 is made and approved under Part 2-4 of the *Fair Work Act 2009*. It is an Enterprise Agreement between the Digital Transformation Agency and those of its employees whose employment is subject to this Agreement.

Signed for and on behalf of **Digital Transformation Agency** by its authorised signatory:



Signature of authorised signatory

Christopher William Fechner

Full name of authorised signatory

Chief Executive Officer

Position of authorised signatory

Signed for and on behalf of **employees**:

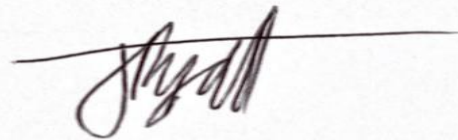


Signature of bargaining representative

Jackson Thompson

Full name of bargaining representative

Signed for and on behalf of **employees** by the Community and Public Sector Union:



Signature

John Ryall

Full name of authorised signatory

National Organiser

Position of authorised signatory

Address for the Chief Executive Officer and all bargaining representatives except for the Community and Public Sector Union is Level 8, 11 Moore Street, Canberra ACT 2601.
Address for the Community and Public Sector Union is 1/40 Brisbane Avenue, Barton, ACT 2600.

Section 1 – Technical matters

Title

1 This Agreement will be known as the DTA Enterprise Agreement 2024-2027.

Parties and coverage

2 This Agreement covers:

- a. the Chief Executive Officer (CEO) of the Digital Transformation Agency (DTA), for and on behalf of the Commonwealth of Australia as the employer;
- b. all employees in the DTA engaged under the PS Act other than Senior Executive Service (SES) and equivalent employees; and
- c. subject to the notice being given in accordance with section 183 of the FW Act, the Community and Public Sector Union (CPSU).

Operation of the Agreement

3 This Agreement will commence operation on the following date, whichever is later:

- a. 7 days after approval by the Fair Work Commission; or
- b. 14 March 2024.

4 This Agreement will nominally expire on 28 February 2027.

Delegations

5 The CEO may delegate to or authorise any person to perform any or all of the CEO's powers or functions under this Agreement, including the power of delegation, and may do so subject to conditions. Details are in the DTA People Delegations.

National Employment Standards (NES) precedence

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

Closed comprehensive agreement

- 7 This Agreement states the terms and conditions of employment of employees covered by this Agreement, other than terms and conditions applying under relevant Commonwealth laws.
- 8 This Agreement will be supported by policies and guidelines, as implemented and varied from time to time.
- 9 Policies and guidelines are not incorporated into and do not form part of this Agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this Agreement, the terms of this Agreement will prevail.

Individual Flexibility Arrangements

- 10 The CEO (or delegate) and an employee covered by this Agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of terms of this Agreement if:
- a. the Agreement deals with one or more of the following matters:
 - i. personal arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. remuneration;
 - vi. leave and leave loading; and
 - b. the IFA meets the genuine needs of the DTA and the employee in relation to one or more of the matters mentioned in clause 10(a); and
 - c. the IFA is genuinely agreed to by the CEO (or delegate) and the employee.
- 11 The CEO (or delegate) must ensure that the terms of the IFA:
- a. are about permitted matters under section 172 of the FW Act; and
 - b. are not unlawful terms under section 194 of the FW Act; and
 - c. result in the employee being better off overall than the employee would be if no IFA was made.
- 12 The CEO (or delegate) must ensure that the IFA:
- a. is in writing; and

- b. includes the name of the employer and the employee; and
- c. is signed by the CEO (or delegate) and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- d. includes details of:
 - i. the terms of this Agreement that will be varied by the IFA; and
 - ii. how the IFA will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the IFA; and
- e. states the day on which the IFA commences and, where applicable, when the IFA ceases.

13 The CEO (or delegate) will give the employee a copy of the IFA within 14 days after it is agreed to.

14 The CEO (or delegate) or the employee may terminate the IFA:

- a. by giving no more than 28 days written notice to the other party to the IFA; or
- b. if the CEO (or delegate) and the employee agree in writing — at any time.

15 The CEO (or delegate) and the employee are to review the IFA at least every 12 months.

Section 2 – Remuneration

Salary rates

- 16 Salary rates will be as set out at Appendix A and Appendix B.
- 17 The base salary rates in Appendix A and Appendix B include the following increases for eligible employees:
- a. 4.0 per cent from the first full pay period on or after 1 March 2024 (14 March 2024) (for clarity, for employees who received 3.8 per cent increase on 21 February 2024, the 4.0 per cent is inclusive of this increase);
 - b. 3.8 per cent from the first full pay period on or after 1 March 2025 (13 March 2025); and
 - c. 3.4 per cent from the first full pay period on or after 1 March 2026 (12 March 2026).
- 18 In recognition of a common alignment date of the first full pay period on or after 1 March each year, the base salary rates in Appendix A and Appendix B were calculated based on base salary rates as at 31 August 2023.

Payment of salary

- 19 Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the employee's choice.
- 20 The fortnightly rate of pay is calculated using the following formula: annual rate of pay multiplied by 12 and divided by 313.

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

- 21 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 the DTA, the employee's salary will be paid at the minimum pay point of the relevant salary range, unless the CEO (or delegate) determines a higher pay point within the relevant classification under these salary setting clauses.

- 23 The CEO (or delegate) 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 provisions, the CEO (or delegate) will have regard to relevant factors including the employee's experience, qualifications and skills.
- 25 Where an employee is engaged or moves to the DTA and has a base salary that exceeds the maximum pay point for their classification, the CEO (or delegate) may determine whether their base salary will be maintained until it comes in line with the maximum pay point for the relevant classification.
- 26 Where an employee commences ongoing employment in the DTA immediately following a period of non-ongoing employment in the DTA for a specified term of task, the CEO (or delegate) will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the DTA.
- 27 Where an employee commences ongoing employment in the DTA immediately following a period of casual employment in the DTA, the CEO (or delegate) will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the DTA.
- 28 Where the CEO (or delegate) determines that an employee's salary has been incorrectly set, the CEO (or delegate) may determine the correct salary and the date of effect.

Pay point advancement

- 29 On 1 July each year of this Agreement, an employee (excluding casual employees) who is on a pay point below the maximum pay point of their substantive or temporary higher classification will advance to the next available pay point for their classification in Appendix A.
- 30 On 1 July each year of this Agreement, an employee (excluding casual employees) who has a salary that is below the maximum pay point, but not aligned to a pay point for their classification in Appendix A, will advance to the next available pay point for their classification in Appendix A.

- 31 An employee will only be eligible for pay point advancement under clauses 29 and 30 if the employee:
- a. has in place a performance agreement, approved by the CEO (or delegate); and
 - b. has at least 6 months of aggregate eligible service at or above their classification during the annual performance management cycle; and
 - c. achieving a performance rating of 'meeting requirements' or higher in the most recent performance cycle ending 30 June.
- 32 Eligible service for the purpose of clause 31(b) will include:
- a. periods of paid leave and unpaid parental leave;
 - b. periods of unpaid leave that count as service; and
 - c. service while employed on a non-ongoing basis.
- 33 If an employee has less than 6 months of aggregate eligible service, the CEO (or delegate) may exercise their discretion to determine a higher salary under the salary setting clauses in this Agreement.
- 34 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.
- 35 Salary progression while performing duties at a higher classification will be retained for future periods of higher duties at, or promotion to, the higher classification.

Superannuation

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

Method for calculating superannuation

- 39 The DTA will provide an employer contribution of 15.4 per cent of the employee's Fortnightly Contribution Salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation superannuation funds.

40 Employer contributions will be made for all employees covered by this Agreement.

Payment during unpaid parental leave

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

Overpayments

42 An overpayment occurs if the CEO (or delegate) or the DTA, provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this Agreement).

43 Where the CEO (or delegate) considers that an overpayment has occurred, the CEO (or delegate) will provide the employee with notice in writing. The notice will provide details of the overpayment.

44 If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the CEO (or delegate) in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.

45 If after considering the employee's response (if any), the CEO (or delegate) confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the DTA in full by the employee.

46 The CEO (or delegate) and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.

47 The DTA and the employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.

48 Interest will not be charged on overpayments.

49 Nothing in clauses 42 to 47 prevents:

- a. the DTA from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the PGPA Act;
- b. the DTA from pursuing recovery of the debt through other available legal avenues; or

- c. the employee or the DTA from seeking approval to waive the debt under the PGPA Act.

Supported wage system

50 An employee can get paid a percentage of the relevant pay rate for their classification in line with their assessed capacity to do the work if they:

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

51 Specific conditions relating to the supported wage system are detailed in Appendix C.

Salary on reduction

52 An employee's classification may be reduced at the employee's request or if the CEO (or delegate) directs, in accordance with the circumstances provided for in section 23 of the PS Act.

53 If an employee requests in writing or is directed to perform work at a lower classification temporarily or permanently, the CEO (or delegate) will determine the employee's salary rate at the lower classification in accordance with Appendix A. The determination will reflect the employee's experience, qualifications and skills and the circumstances under which the reduction occurred.

Section 3 – Allowances and reimbursements

Higher Duties Allowance (HDA)

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

Workplace responsibility allowances

- 60 A workplace responsibility allowance will be paid where the DTA has appointed or elected an employee to one of the following roles:
- a. First Aid Officer;
 - b. Health and Safety Representative;
 - c. Emergency Warden;
 - d. Harassment Contact Officer; and
 - e. Mental Health First Aid Officer.

61 The rate is provided in Table 1 below:

Table 1: Workplace responsibility allowance rates

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

62 As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the rates in Table 1 above.

63 An employee appointed to any of the roles in clause 60 will seek to complete the required training and obtain the required qualifications as soon as possible after being appointed.

64 Where an employee fails to obtain the required qualification within a reasonable period following their appointment to any of the roles in clause 60, the CEO (or delegate) may suspend the payment of the allowance until the employee obtains the required qualification.

65 An employee will not receive more than one workplace responsibility allowance unless approved by the CEO (or delegate) due to operational requirements.

66 The full allowance is payable regardless of flexible working arrangements and part-time arrangements.

67 An employee's physical availability to undertake the role will be considered by agencies when appointing and reappointing employees to these roles. 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.

68 The allowance will not be payable during any periods of unpaid leave greater than 20 working days as set out in Appendix D.

69 Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), as varied from time to time provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

Community language allowance

- 70 A community language allowance will be paid where the CEO (or delegate) determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the employee meets the required level of competency set by the CEO (or delegate). Further information is available in policy.
- 71 The allowance is paid in accordance with the employee's level of competency in Table 2 below:

Table 2: Community language allowance rates

Rate	Standard	Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
1	An employee who has adequate language skills, as determined by an individual or body approved by the CEO (or delegate), for simple communication	\$1,844 per annum	\$1,914 per annum	\$1,979 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the CEO (or delegate) will receive	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

- 72 As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the rates in the Table 2 above.
- 73 The allowance is calculated annually and paid fortnightly.
- 74 The full allowance is payable regardless of flexible work and part-time arrangements.
- 75 The allowance is payable during periods of paid leave.
- 76 The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

DTA Liaison Officer allowance

77 An employee performing the DTA Liaison Officer role will receive an annual allowance which is calculated annually and paid fortnightly.

78 The allowance rate is provided in Table 3 below:

Table 3: DTA Liaison Officer allowance rates

Rate from commencement of this Agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$20,191 per annum	\$20,959 per annum	\$21,671 per annum

79 As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the rates in the Table 3 above.

Restriction allowance

80 The CEO (or delegate) may make a reasonable direction that an employee be contactable and available (on-call) or recalled to duty outside of the bandwidth and may approve the provision of a restriction allowance.

81 The allowance rate is provided in Table 4 below:

Table 4: Restriction allowance rates

Rate from commencement of this Agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$417.32 per week	\$433.20 per week	\$447.90 per week

82 As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the rates in the Table 4 above.

83 If an employee is required to be on call for a period of less than one week in total, the employee will be paid 1/7 of the weekly restriction allowance for each 24-hour period from the commencement of restriction.

84 If an employee is required to cease restriction prior to the end of a 24-hour period the employee will receive an hourly pro-rata amount based on the actual hours restricted. The hourly rate is calculated by dividing the total restricted hours outside the bandwidth by the weekly restriction allowance rate.

$$\text{Hourly rate} = \frac{\text{Total restricted hours outside the bandwidth}}{\text{Weekly restriction allowance}}$$

- 85 An employee can only be required to be on call for a maximum of 14 days in any 28-day period.
- 86 If an APS level employee is on call and is recalled to duty at a place of work, the employee will be paid overtime at the applicable rate/s in clause 164, with a minimum payment of 3 hours. A minimum payment of one hour will apply if the employee is not recalled to physically attend a place of work.
- 87 An employee on restriction who is recalled to duty will not receive the restriction allowance for any hours worked but instead will be paid overtime at the applicable rate/s in clause 164.
- 88 EL employees may, in certain circumstances, be eligible for payment of the restriction allowance, as determined by the CEO (or delegate).
- 89 If an EL employee is recalled to work, they will receive access to TOIL or in exceptional circumstances the CEO (or delegate) may approve the payment of overtime.

Meal allowance

- 90 An employee will be paid a meal allowance at the rates set by the Australian Taxation Office reasonable limit for overtime meal allowance, as amended from time to time, where the CEO (or delegate) requires an employee to:
- a. work outside the bandwidth; and
 - b. for a period continuous with their ordinary hours of work; and/or
 - c. on weekends; and
 - d. without prior notice; and
 - e. over a meal period.
- 91 For the purpose of clause 90(e), a meal period means:
- a. 7:00 am – 9:00 am;
 - b. 12:00 pm – 2:00 pm;
 - c. 6:00 pm – 7:00 pm; and
 - d. 12:00 am – 1:00 am.

Section 4 – Classifications and broadbands

Work Level Standards

92 The APS Work Level Standards continue to operate and describe the work at each of the classifications in this Agreement, consistent with the Classification Rules, made in accordance with section 23 of the PS Act.

Broadbands

93 The DTA has the following 4 broadbands established under rule 9(4) of the Classification Rules.

- a. APS 1 to APS 3 (DTA Broadband 1);
- b. APS 4 to APS 6 (DTA Broadband 2);
- c. APS 1 to APS 4 (Training Broadband for Trainees and Cadets); and
- d. APS 3 to APS 5 (Graduate Broadband for Graduates).

Progression through the broadbands

94 Ongoing employees may move through classifications in a broadband where there are soft barriers.

95 Movement to a higher classification in a broadband is not automatic and can only occur when:

- a. there is work available at the higher classification; and
- b. the employee's performance is assessed as at least 'meeting requirements' as part of the Performance and Development Framework; and
- c. the employee demonstrates an ability to undertake work satisfactorily at the higher classification, and, if appropriate, has the necessary qualification, skills and/or experience; or
- d. the employee is successful in an open merit selection process consistent with the PS Act.

Training classifications

96 The CEO (or delegate) may engage a person as a Graduate, Trainee or Cadet.

97 Graduates, Trainees and Cadets will be assigned the relevant classification within the Entry Level Base Salary Structure at Appendix B. Trainees, Graduates and Cadets will undertake a course of study and/or training determined by the CEO

(or delegate) and progression is subject to the successful completion of the course of study and/or training program.

- 98 If a Graduate, Cadet or Trainee does not successfully complete the training program, they will remain at the relevant classification outlined in Appendix B and not be allocated a higher classification as otherwise would have occurred if they had completed the study and/or training program. The CEO (or delegate) will then allocate the employee an equivalent classification in the Base Salary Structure at Appendix A and be paid at the base pay point, unless otherwise determined by the CEO (or delegate).
- 99 The CEO (or delegate) will determine when a Graduate, Trainee or Cadet has successfully completed their study and/or training program.

Graduates

- 100 DTA graduates will be engaged as Graduate APS employees at top pay point of the APS 3 classification in the Graduate Broadband at Appendix B.
- 101 On successful completion of the training program, the CEO (or delegate) will allocate the DTA graduates the APS 3 classification in the Graduate Broadband at Appendix B. The employee will then advance to the APS 5 classification in the Graduate Broadband at Appendix B and be paid at the base pay point, subject to the employee meeting the requirements set out in clause 95. The employee will then move to the equivalent pay point in Base Salary Structure at Appendix A, or another pay point for that classification as determined by the CEO (or delegate).
- 102 Determinations to advance an employee within the Graduate Broadband is subject to the employee satisfactorily finishing their training requirements, and:
- a. the employee meeting probation requirements;
 - b. the employee achieving a performance rating of at least 'meeting requirements' in the most recent performance cycle ending 30 June;
 - c. there is sufficient work available at the higher classification; and
 - d. the employee having the necessary skills and proficiencies to perform that work.

Trainees

- 103 A Trainee will be engaged as either a Trainee APS (Administrative) or Trainee APS (Technical) and be paid at the top pay point of the APS 1 classification in the Training Broadband at Appendix B.

- 104 Trainees will be paid a percentage of their base salary rate, having regard to the average proportion of time spent in approved training.
- 105 On successful completion of the training program, the CEO (or delegate) will allocate a Trainee APS (Administrative) employee the APS 1 classification in the Training Broadband at Appendix B. The employee will then advance to the APS 4 classification in the Training Broadband at Appendix B and be paid at the base pay point, subject to the employee meeting the requirements set out in clause 95. The employee will then move to the equivalent pay point in the Base Salary Structure at Appendix A, or another pay point for that classification as determined by the CEO (or delegate).
- 106 On successful completion of the training program, the CEO (or delegate) will allocate a Trainee APS (Technical) employee the APS 3 classification in the Training Broadband at Appendix B. The employee will then advance to the APS 4 classification in the Training Broadband and be paid at the base pay point, subject to the employee meeting the requirements set out in clause 95. The employee will then move to the equivalent pay point in the Base Salary Structure at Appendix A, or another pay point for that classification as determined by the CEO (or delegate).

Cadets

- 107 Cadets will be engaged as Cadet APS employees and paid at the top pay point of the APS 2 classification in the Training Broadband at Appendix B. Cadets will receive the base salary rate when attending the DTA for practical training and 57 per cent of this rate when in full-time study.
- 108 On successful completion of the training program, the CEO (or delegate) will allocate a Cadet employee the APS 3 classification in the Training Broadband at Appendix B. The employee will then advance to the APS 4 classification in the Training Broadband at Appendix B and be paid at the base pay point, subject to the employee meeting the requirements set out in clause 95. The employee will then move to the equivalent pay point in the Base Salary Structure at Appendix A, or another pay point for that classification as determined by the CEO (or delegate).

Section 5: Working hours and arrangements

Job security

Commitment to ongoing employment and rebuilding APS capacity

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

Reporting

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

Pathways to permanency

111 The DTA and the APS will comply with the casual conversion provision of the FW Act. In addition, the DTA 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.

Working hours

112 The default span of hours (bandwidth) is 7:00 am to 7:00 pm Monday to Friday.

113 Employees will not normally be required to work for more than 10 hours on any one day or work more than 5 consecutive hours without taking an unpaid recess break of at least 30 minutes.

114 Where an employee is directed to work outside the bandwidth, the employee will be entitled to a 9-hour break including travelling time before commencing work again. If the break occurs during the employee's ordinary hours of work, the employee will receive their ordinary base salary rate during that period.

115 Where the CEO (or delegate) determines that a break is not possible due to operational requirements, the employee will be paid double time for the next period of work until a 9-hour break is taken.

Full-time employees

116 Ordinary hours of work for a full-time employee is 37 hours and 30 minutes per week, which may be averaged over a settlement period of 28 calendar days. This equates to a standard day of 7 hours and 30 minutes from Monday to Friday.

- 117 Unless otherwise agreed by the CEO (or delegate), a standard day for the purposes of leave, attendance (including flextime) and payment of salary is 8:30 am to 12:30 pm and 1:30 pm to 5:00 pm Monday to Friday, except where a Public Holiday occurs.
- 118 A standard day will apply to full-time employees where the employee and their manager cannot agree on a different pattern of hours, or if the employee's manager reasonably considers that the employee's attendance is unsatisfactory.

Part-time employees

- 119 A part-time employee may be engaged as a part-time employee, or they may be a full-time employee with an agreement in writing with the CEO (or delegate) to vary their ordinary hours of work to be less than those specified in clause 116, in accordance with clauses 173 to 185.
- 120 An employee engaged as a part-time employee does not have an automatic right to increase their part-time hours or access full-time hours but can request this from the CEO (or delegate).
- 121 At the expiry of the part-time agreement an employee who is engaged on a full-time basis has the right to return to full-time work.
- 122 Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
- 123 Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
- 124 Part-time work may include job sharing arrangements.
- 125 A part-time employee's pattern of hours must be no less than 3 consecutive hours on any agreed working day unless otherwise agreed by the CEO (or delegate).
- 126 Remuneration for part-time employees is calculated on a pro-rata basis, except for expense related allowances or reimbursements. Leave for part-time employees is provided in accordance with relevant legislation and this Agreement. Payment of salary when an employee takes leave will be reflective of the ordinary part-time hours worked except during long service leave where salary will be calculated in accordance with the LSL Act.

Casual (irregular or intermittent) employment

- 127 A casual (irregular or intermittent) employee is defined in the definitions section.

- 128 A decision to expand the use of casual employees is subject to Section 10 of this Agreement.
- 129 The DTA 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.
- 130 Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this Agreement.
- 131 The casual loading is paid in lieu of payment for Public Holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the LSL Act and leave for family and domestic violence support.
- 132 A casual employee will be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
- 133 Casual employees will be eligible for overtime under clause 157 if the employee:
- a. is not performing duties as a rostered employee; and
 - b. undertakes duty outside of bandwidth hours; and
 - c. has worked a minimum of 7 hours and 30 minutes.
- 134 A casual employee who is scheduled to work on a day that falls on a Public Holiday, as identified in clause 201 of this Agreement, and is not required to perform duties on that day will receive payment for that day at their base salary plus loading under clause 130.
- 135 A casual employee who is eligible for a workplace responsibility allowance will be paid the full amount of the allowance.

Non-ongoing employment

- 136 A non-ongoing employee is defined in the definitions section.
- 137 Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this Agreement, except:
- a. personal/carer's leave accrual (refer to clause 224); and
 - b. redundancy provisions in clauses 428 to 467, subject to clause 111.
- 138 If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions in clauses 428 to 467 will apply.

139 If the redundancy provisions apply to an employee under clause 111, the DTA will adhere to the consultation requirements in clauses 430 to 440.

APS level employees: flextime (flex) and overtime

140 An APS level employee or equivalent must complete an accurate timesheet in the DTA's timekeeping system and submit to it to their manager for approval.

141 APS level employees, other than casual APS level employees, may access flextime (flex) arrangements because of essential work requirements.

142 Where an APS level employee is required to work more than their ordinary hours of work within the bandwidth, they will accumulate a flex credit, and where an APS level employee works less than their ordinary hours of work within the bandwidth, they will incur a flex debit. The APS level employee may apply to the CEO (or delegate) for flex leave using either a flex credit or flex debit.

143 Flex will be credited or debited on a one-for-one basis e.g., one hour worked in addition to the APS level employee's ordinary hours of work will result in one hour of flex credit.

144 An APS level employee may carry a maximum of 37 hours and 30 minutes flex credit or 7 hours and 30 minutes flex debit into the next settlement period, unless otherwise agreed with the CEO (or delegate).

145 An APS level employee who is required, at the request of the CEO (or delegate), to undertake duties beyond their ordinary hours of work, outside of the bandwidth will be eligible to receive overtime in accordance with clauses 157 to 159.

Executive Level Time Off In Lieu (TOIL)

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

147 EL employees seeking to access Time Off In Lieu (TOIL) are required to keep records of their working hours using a method determined by the DTA.

148 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.

149 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.

- 150 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.
- 151 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.
- 152 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

- 153 An APS level employee, including a part-time employee, who is required at the request of the CEO (or delegate) to undertake overtime will receive an overtime payment, in accordance with clause 157.
- 154 A part-time APS level employee who, at the request of the CEO (or delegate), undertakes additional hours on a day they are scheduled to attend for work will:
- a. accrue flex for the additional hours within the bandwidth; and
 - b. be paid overtime at the applicable rate for the additional hours outside the bandwidth and in excess of their ordinary part-time hours on that day.
- 155 Where a part-time employee who at the request of the CEO (or delegate) agrees to attend for work on a day the employee is not otherwise scheduled to work, the employee:
- a. will be paid for the additional hours within the bandwidth at their base salary rate; and
 - b. will be paid overtime at the applicable rate for the additional hours worked outside the bandwidth for APS level employees;
 - c. should discuss TOIL arrangements in accordance with clauses 146 to 152.
- 156 Overtime for:
- a. employees other than rostered employees is:
 - i. any hours worked in excess of their ordinary hours of work that fall outside their agreed bandwidth; or
 - ii. any hours performed on a weekend (Saturday or Sunday), subject to clause 159; or

- iii. any hours performed on a Public Holiday.
 - b. rostered employees is:
 - i. any hours worked outside their normal rostered ordinary hours of work on a day; or
 - ii. in excess of their weekly ordinary hours of work, or an average of their weekly ordinary hours of work over a cycle of shifts.
- 157 Overtime will be paid on the following basis:
- a. Where the overtime rate payable to a rostered employee is less than the shift penalty rate that would otherwise be payable in accordance with clauses 164 to 168 for the hours worked, the higher shift penalty rate will apply for those hours;
 - b. 150 per cent on **Monday to Friday** for each hour worked outside the agreed bandwidth and in excess of the employee's ordinary hours of work;
 - c. 150 per cent on **Saturday** subject to clause 159;
 - d. 200 per cent on **Sunday** subject to clause 159; and
 - e. 200 per cent on a **Public Holiday** (inclusive of the employee's base salary for the day), except for an employee whose base location for work purposes is South Australia (SA) and it is a Public Holiday solely because it is a Sunday, under the *Holidays Act 1910 (SA)*.
- 158 The minimum payment for overtime is one hour. Overtime worked in excess of one hour will be rounded up to the nearest 15-minute increment.
- 159 Clauses 156(a)(ii), 157(c) and 157(d) will not apply to an employee who has agreed to a bandwidth that includes work on a weekend as part of their ordinary hours of work.
- 160 Overtime will be recognised by overtime payments unless prior agreement has been reached between the CEO (or delegate) and the employee for time off in lieu to apply.
- 161 EL employees are not eligible for overtime payments except in exceptional circumstances as determined by the CEO (or delegate).

Recall to duty

- 162 An employee will be paid 200 per cent for the actual hours of attendance at work plus reasonable travel time, with a minimum payment of 2 hours, where they are recalled to physically attend duty at a workplace and:

- a. prior notice has not been given before the employee ceases ordinary hours of work;
- b. the duty is to be undertaken outside the employee's ordinary hours of work;
- c. the duty is unable to be undertaken during the employee's ordinary hours of work and is due to an emergency situation.

163 Clause 162 does not apply to EL employees, unless the CEO (or delegate) determines that there are exceptional circumstances that would warrant payment.

Penalty rates for rostered employees (shift workers)

164 A rostered employee will be entitled to the following penalty rates when required to perform ordinary duties at the relevant times:

- a. 50 per cent penalty rate on **Saturday** or 25 per cent when on Annual Leave
- b. 100 per cent penalty rate on **Sunday** (refer to clause 165) or 50 per cent when on Annual Leave
- c. 150 per cent penalty rate on a **Public Holiday** (refer to clause 165) when rostered on (see clause 134 for payment to employees who are rostered off).

165 The penalty rates in clauses 164(b) and 164(c) will not apply to work undertaken in South Australia on a Sunday if that day is a Public Holiday under the *Holidays ACT 1910 (SA)* solely because it is a Sunday.

166 Penalty rates are not payable during periods of leave except for Annual Leave.

167 A rostered employee will not be paid penalty rates for Public Holidays occurring while the employee is on a period of Annual Leave.

168 A rostered employee who is rostered off on a Public Holiday will be paid their base salary for the ordinary hours of work the employee would otherwise have been rostered to work on that day.

Flexible working arrangements

169 The DTA, employees and their union recognise:

- a. the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
- b. access to flexible work can support strategies to improve diversity in employment and leadership in the APS;

- c. 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;
- d. that flexibility applies to all roles in the DTA, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
- e. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.

170 The DTA is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the DTA at all levels. This may include developing and implementing strategies through the DTA Consultative Committee.

171 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

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

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

174 The request must:

- a. be in writing;
- b. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
- c. set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.

175 The CEO (or delegate) must provide a written response to a request within 21 days of receiving the request.

176 The response must:

- a. state that the CEO (or delegate) approves the request and provide the relevant detail in clause 175; or
- b. if following a discussion between the DTA and the employee, the DTA and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or

- c. state that the CEO (or delegate) refuses the request and include the following matters;
 - i. details of the reasons for the refusal; and
 - ii. set out the DTA's particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - iii. either:
 - a. 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 DTA would be willing to make; or
 - b. state that there are no such changes; and
- d. state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in section 65B and 65C of the FW Act.

177 Where the CEO (or delegate) approves the request, this will form an arrangement between the DTA and the employee. Each arrangement must be in writing and set out:

- a. any security and work health and safety requirements;
- b. a review date (subject to clause 181); and
- c. the cost of establishment (if any).

178 The CEO (or delegate) may refuse to approve the request only if:

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

179 Reasonable business grounds include, but are not limited to:

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

180 For First Nations employees, the DTA must consider connection to country and cultural obligation in responding to requests for altering the location of work.

181 Approved flexible working arrangements will be reviewed by the DTA 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

182 An employee may request to vary an approved flexible working arrangement in accordance with clause 173. An employee may request to pause or terminate an approved flexible working arrangement.

183 The CEO (or delegate) may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 179.

184 The DTA will 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.

185 Prior to the CEO (or delegate) varying, pausing or terminating the arrangement under clause 183, the CEO (or delegate) must have:

- a. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;

- b. genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
- c. had regard to the consequences of the variation, pause or termination for the employee;
- d. ensured the variation, pause or termination is on reasonable business grounds; and
- e. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 176(c).

Working from home

- 186 The DTA 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.
- 187 The DTA may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
- 188 An employee working from home is covered by the same employment conditions as an employee working at an office site under this Agreement.
- 189 The DTA will provide employees with guidance on working from home safely.
- 190 Employees will not be required by the DTA to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the DTA will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad-hoc arrangements

- 191 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.
- 192 Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 193 Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 173 to 185.

- 194 The DTA 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.
- 195 Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the DTA should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

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

Christmas closedown

- 197 The DTA will cease its normal operations from the close of business on the last working day before Christmas Day, recommencing on the first working day after New Year's Day.
- 198 Employees will be provided with time off for the ordinary working days between Christmas Day and New Year's Day (without deduction of Annual Leave) and will be paid in accordance with their ordinary hours of work.
- 199 APS level employees, excluding rostered employees, who are required to work on an ordinary working day between Christmas Day and New Year's Day, will receive payment at double time for all hours worked on that day.
- 200 Rostered employees and EL employees required to work on any day between Christmas and New Year's Day will be entitled to payment at single time for that day and a day off in lieu.

Public Holidays

- 201 Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- a. 1 January (New Year's Day);
 - b. 26 January (Australia Day);
 - c. Good Friday and the following Monday;
 - d. 25 April (Anzac Day);

- e. the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- f. 25 December (Christmas Day);
- g. 26 December (Boxing Day); and
- h. any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a Public Holiday, other than a day or part day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a Public Holiday.

202 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.

203 The CEO (or delegate) 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.

204 The CEO (or delegate) 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.

205 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.

206 Where a Public Holiday falls during a period when an employee is absent on leave (other than Annual Leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a Public Holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is at half pay).

207 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 201(a) to 201(h).

- 208 An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
- 209 Where a full time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a Public Holiday, the CEO (or delegate) may allow the employee to change their planned day off so that it does not fall on a Public Holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

Section 6 – Leave

Annual Leave

- 210 A full-time employee is entitled to 4 weeks' paid Annual Leave for each full year of service.
- 211 Annual leave:
- a. accrues daily and is credited monthly;
 - b. accrues on a pro-rata basis for part-time employees; and
 - c. counts as service for all purposes.
- 212 An employee with an accrued Annual Leave credit of 8 weeks or less may take some or all of their annual leave at half pay. The deduction from leave credits will be at half of the period of leave granted. A minimum of 2 consecutive working days must be taken when accessing half pay Annual Leave.
- 213 Employees are strongly encouraged to take a minimum of 2 weeks' Annual Leave per year to ensure they have an appropriate break from the workplace.
- 214 An employee with an Annual Leave balance of greater than 8 weeks may cash out some of their Annual Leave providing that their remaining accrued entitlement is not less than 4 weeks.
- 215 Where an employee cashes out Annual Leave in accordance with clause 214:
- a. they must cash out a minimum of one week per occasion unless it would result in the employee's remaining accrued entitlement being less than 4 weeks;
 - b. it must be by a separate agreement in writing between the CEO (or delegate) and the employee for each occasion; and
 - c. the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
- 216 An employee may only cash out Annual Leave if they have taken at least 2 weeks' Annual Leave in the preceding 12 months.
- 217 Where an employee has excess Annual Leave credits of more than 12 weeks, the employee and their manager will seek to reach agreement on a leave management plan or on a mutually convenient time to reduce the Annual Leave entitlements by at least 4 weeks over the next 6 months, or as otherwise agreed by the CEO (or delegate).

218 An employee regularly rostered to perform ordinary duties outside the bandwidth, and on at least one day on Saturday or Sunday, for an ongoing or fixed period will be considered a rostered employee. Rostered employees will receive one additional week of paid Annual Leave per year.

Purchased leave

219 Employees may apply to purchase up to 8 weeks' additional Annual Leave per financial year. This is known as purchased leave. Further information is available in the Leave Policy.

Personal/Carer's leave

220 Ongoing full-time employees who are new to the APS will be credited 18 days of paid personal/carers' leave on commencement in the DTA, and then accrue 18 days of paid personal/carers' leave per annum, accrued daily and credited at least monthly, after their first 12 months of service in the DTA.

221 Ongoing full-time employees who transfer to the DTA from an employer staffed under the PS Act, the *Parliamentary Service Act 1999* or from the ACT Government Service, will accrue 18 days of paid personal/carers' leave, per annum, accrued daily and credited at least monthly.

222 Ongoing full-time employees who, immediately prior to the commencement of this Agreement, were covered by the Digital Transformation Agency Enterprise Agreement 2022-2025, will continue to accrue 18 days personal/carers leave per annum, on completion of each 12-month period of service.

223 Employees covered by clause 222 will transition to the personal/carers leave accrual and crediting provisions specified in clause 220 by 1 January 2026.

224 Non-ongoing employees will be credited the equivalent of 18 days personal/carers' leave pro-rated based on the employee's initial contract period. This amount 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/carers' leave, leave will accrue daily, credited at least monthly.

- 225 Where an employee:
- a. has, or cares for someone with, a chronic condition or other ongoing illness; or
 - b. is recovering from surgery; or
 - c. is pregnant; or
 - d. is returning from parental leave or has a child commencing day care;
- and, as a result of the transition to daily accrual of personal/carer's leave, does not have sufficient credit to cover an absence for which they would otherwise be able to take personal/carer's leave, the CEO (of delegate) will advance the employee's accrual up to the 12-month anniversary when their leave would otherwise be credited.
- 226 Personal/carer's leave is to be used:
- a. due to personal illness or injury;
 - b. to attend appointments with a registered health practitioner;
 - c. to manage a chronic condition;
 - d. to provide care or support for a family member (including a household member) or a person they have caring responsibilities for; because:
 - iii. of a personal illness or injury affecting the person; or
 - iv. of an unexpected emergency affecting the other person.
- 227 A person that an employee has caring responsibilities for may include a person who needs care because they:
- a. have a medical condition, including when they are in hospital;
 - b. have a mental illness;
 - c. have a disability;
 - d. are frail or aged; and/or
 - e. are a child, not limited to a child of the employee.
- 228 The CEO (or delegate) may approve, on a case-by-case basis, an employee accessing personal/carer's leave for exceptional circumstances, not covered by clause 226.
- 229 If an employee takes more than 30 days leave that does not count as service within a 12 month period, the date of the next personal/carer's leave credit will be deferred by that number of days.

- 230 Evidence may be requested after:
- a. 3 or more consecutive days; or
 - b. for any absence taken in excess of 8 days paid personal/carer's leave per calendar year.
- 231 Acceptable evidence under clause 230 includes:
- a. a certificate from a registered health practitioner;
 - b. a statutory declaration; and/or
 - c. another form of evidence approved by the CEO (or delegate).
- 232 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.
- 233 Employees (including casual employees) are entitled to 2 days unpaid carer's leave per permissible occasion consistent with the FW Act.
- 234 An employee cannot take unpaid carer's leave if the employee could instead take paid personal/carer's leave.

Portability of leave

- 235 Where an employee moves into the DTA 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.
- 236 Where an employee is engaged in the DTA 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.
- 237 Where an employee is engaged as an ongoing employee in the DTA, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the DTA or another APS 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.
- 238 Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the DTA or another APS 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.

- 239 Where an employee is engaged as an ongoing employee in the DTA 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 2), the CEO (or delegate) will recognise any unused accrued personal/carer's leave at the employee's request. The CEO (or delegate) will advise the employee of their ability to make this request.
- 240 Where an employee is engaged as an ongoing employee in the DTA, and immediately prior to the engagement the person was employed by a State or Territory Government, the CEO (or delegate) may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
- 241 For the purposes of clauses 235 to 240, an employee with a break in service of less than 2 months is considered to have continuity of service.

Re-crediting of leave

- 242 When an employee is on:
- a. Annual Leave;
 - b. purchased leave;
 - c. defence reservist leave;
 - d. First Nations ceremonial leave;
 - e. NAIDOC leave;
 - f. cultural leave; or
 - g. Long Service Leave; and
- becomes eligible for, under legislation or this agreement:
- h. personal/carer's leave;
 - i. compassionate or bereavement leave;
 - j. jury duty;
 - k. emergency services leave;
 - l. leave to attend to family and domestic violence circumstances; or
 - m. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;
- the affected period of leave will be re-credited.

- 243 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.
- 244 Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

Long Service Leave

- 245 An employee is eligible for long service leave in accordance with the LSL Act.
- 246 The minimum period for which Long Service Leave will be granted is 7 calendar days (whether taken at full or half pay). Long Service Leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at 242 of this Agreement.

Miscellaneous leave

- 247 The CEO (or delegate) may approve miscellaneous leave with full pay, part pay or without pay for a purpose that the CEO (or delegate) considers to be in the interest of the DTA or the APS or where the employee is not otherwise entitled to leave under the NES or this Agreement.
- 248 Unless otherwise determined by the CEO (or delegate) a period of miscellaneous leave without pay of greater than 30 days will not count as service for any purpose, unless otherwise required by legislation.
- 249 Applications for miscellaneous leave are considered subject to operational requirements and on a case-by-case basis. Appropriate supporting evidence relevant to the request may be requested by the CEO (or delegate).
- 250 Unless the CEO (or delegate) determines otherwise, miscellaneous leave without pay will not be granted until all forms of appropriate paid leave are exhausted (i.e. miscellaneous leave will only be approved where another form of leave is not available).
- 251 Casual employees may be provided with paid miscellaneous leave for the purposes of family and domestic violence support and otherwise by Government directive.

Cultural, ceremonial and NAIDOC leave

NAIDOC leave

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

First Nations ceremonial leave

- 254 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.
- 255 The CEO (or delegate) may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- 256 First Nations ceremonial Leave can be taken as part days.
- 257 First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

- 258 The CEO (or delegate) 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.
- 259 The CEO (or delegate) may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 260 Cultural leave can be taken as part days.
- 261 For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 253.

Parental leave

- 262 A primary caregiver, secondary caregiver and ML Act is defined in Appendix E.
- 263 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.

264 For the pregnant employee, the parental leave period starts on commencement of maternity leave in accordance with the 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.

265 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

266 An employee is entitled to parental leave with pay in clauses 262 and 263 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.

267 Employees newly engaged in the DTA or who have moved to DTA from another APS agency are eligible for the paid parental leave in clauses 262 and 263 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 262 and 263, the balance is available to the employee.

268 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 5 below:

Table 5: 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

269 An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in Table 6 below.

Table 6: 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

270 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.

271 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.

272 The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

Adoption and long-term foster care

273 An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this Agreement for adoption or long-term foster care, provided that the child:

- a. is under 16 as at the day (or expected day) of placement;
- b. has not lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement; and
- c. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

274 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

275 Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is 2 weeks.

276 A stillborn child is a child:

- a. who weighs at least 400g at delivery or whose period of gestation was 20 weeks or more; and
- b. who has not breathed since delivery; and
- c. whose heart has not beaten since delivery.

Pregnancy loss leave

277 A pregnant employee who experiences, or an employee whose spouse or partner experiences, pregnancy loss is entitled to one weeks' paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.

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

Premature birth leave

279 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

280 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 278 until after the legislated paid maternity leave is used.

Return to work after maternity and parental leave

- 281 On ending maternity leave or parental leave, an employee has the return to work guarantee and will be granted flexible working arrangements that are provided in this Agreement and in accordance with section 65 of the FW Act.
- 282 If a child is stillborn, or dies within 24 months after the date of the child's birth, an employee who is entitled to unpaid parental leave may:
- a. if the period of leave has not yet commenced and the employee wishes to cancel the unpaid parental leave, give the CEO (or delegate) written notice cancelling that leave; or
 - b. if the period of leave has commenced and the employee wishes to return to work, give the CEO (or delegate) written notice that the employee wishes to return to work.
- 283 An employee who gives notice that they wish to return to work in accordance with clause 282(b) must specify the date on which they wish to return to work. The date must be at least 4 weeks after the date the CEO (or delegate) receives the notice.

Compassionate leave

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

Bereavement leave

- 288 Employees will be eligible for 3 days paid bereavement leave on each occasion when:
- a. a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or

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

289 An employee may be asked to provide evidence to support their absences on bereavement leave.

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

291 For casual employees, bereavement leave is unpaid.

Emergency response leave

292 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:

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

293 Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The CEO (or delegate) may provide additional emergency response leave with pay. For the purposes of this clause, full rate of pay is to be as if the employee was at work.

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

295 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.

296 The CEO (or delegate) may approve reasonable paid or unpaid leave for ceremonial duties and training.

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

Jury duty

298 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.

- 299 Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be in accordance with the relevant state legislation. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 300 The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- 301 If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the DTA for the period of absence. This will be administered in accordance with clauses 42 to 47.

Defence reservist leave

- 302 The CEO (or delegate) will give an employee leave with or without pay to undertake:
- a. Australian Defence Force (ADF) Reserve and Continuous Full-Time Service (CFTS); and
 - b. Cadet Force obligations.
- 303 An employee who is a Defence Reservist can take leave with pay for:
- a. up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
 - b. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
- 304 Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
- 305 An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadet means:
- a. the Australian Navy Cadets;
 - b. Australian Army Cadets; and
 - c. Australian Air Force Cadets.
- 306 In addition to the entitlement at clause 303, 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.
- 307 Paid defence reservist leave counts for service.

- 308 Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- 309 Unpaid leave taken over 6 months counts as service, except for Annual Leave.
- 310 An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

Defence service sick leave

- 311 An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
- a. war-like service; or
 - b. non-war like service.
- 312 An eligible employee can get 2 credits:
- a. an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
 - i. they start employment with the APS; or
 - ii. DVA certifies the condition; and
 - b. an annual credit of 3 weeks (15 days) defence service sick leave.
- 313 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.
- 314 Unused annual credits can be built up to 9 weeks.
- 315 An employee cannot use annual credits until the initial credit is exhausted.
- 316 Defence service sick leave is paid and counts as service for all purposes.

Leave to attend proceedings

- 317 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.
- 318 An employee who is not covered under clause 317, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty

without loss of pay. This includes in proceedings relating to a dispute between the employee and the DTA.

- 319 An employee may otherwise be granted paid or unpaid miscellaneous leave by the CEO (or delegate) 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.
- 320 The CEO (or delegate) 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.

Unexpected and unauthorised absences

- 321 If an employee is unexpectedly unable to attend work, the employee or their representative should make a reasonable effort to notify the relevant manager before 9:30 am. Failure to do so may result in the employee's emergency contact being contacted and/or provisions relating to an unauthorised absence being applied.
- 322 If an employee is absent from work and has not advised their manager of their absence in accordance with clause 321, the CEO (or delegate) may determine that the employee is on a period of unauthorised absence.
- 323 Where an employee is determined to be on a period of unauthorised absence, all pay and other benefits provided under this Agreement will cease to be available until the employee resumes work, is granted leave or has their employment terminated. A period of unauthorised absence does not count as service for any purpose.

Section 7: Employee support and workplace culture

Blood donation

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

Vaccinations

- 326 The DTA will offer annual influenza vaccinations at no cost to all employees.
- 327 Where the DTA 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

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

Respect at work

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

- 332 The DTA will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
- 333 The DTA recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
- 334 Family and domestic violence support provisions, including paid leave, are available to all employees covered by this Agreement.
- 335 An employee experiencing family and domestic violence support is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- a. illness or injury affecting the employee resulting from family and domestic violence;
 - b. providing care or support to a family or household member who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
 - c. providing care or support to a family or household member who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
 - d. making arrangements for the employee's safety, or the safety of a close relative;
 - e. accessing alternative accommodation;
 - f. accessing police services;
 - g. attending court hearings;
 - h. attending counselling; and
 - i. attending appointments with medical, financial or legal professionals.
- 336 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.
- 337 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.
- 338 These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.

- 339 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.
- 340 Paid miscellaneous 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.
- 341 Evidence may be requested to support the DTA in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the DTA will require, unless the employee chooses to provide another form of evidence.
- 342 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.
- 343 The DTA will take all reasonable measures to treat information relating to family and domestic violence confidentially. The DTA will adopt a 'need to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the DTA may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- 344 Where the DTA needs to disclose confidential information for purposes identified in clause 343, where it is possible the DTA will seek the employee's consent and take practical steps to minimize any associated safety risks for the employee and/or privacy breaches.
- 345 The DTA will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
- 346 Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
- 347 The DTA 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.
- 348 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

- 349 The DTA 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 the DTA decisions.
- 350 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.
- 351 Employees can, during their ordinary hours of work, take time to:
- a. access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the agency; and
 - b. attend DTA mandated training about integrity.

First Nations cultural competency training

- 352 The DTA will take reasonable steps to ensure all substantive, ongoing EL 2 employees employed at the commencement of this Agreement or any new substantive, ongoing EL 2 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.
- 353 Any new substantive, ongoing EL 2 employees who commence after 6 months of the commencement of this Agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

Lactation and breastfeeding support

- 354 Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
- 355 The DTA will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 356. In considering whether a space is appropriate, the DTA will consider whether:
- a. there is access to refrigeration;
 - b. the space is lockable; and

c. there are facilities needed for expressing such as appropriate seating.

356 Where it is not practicable for an agency site to have a designated space, a flexible approach will be taken so that the employee can access the support required.

357 The DTA will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.

358 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.

359 Further information about lactation and breastfeeding support is available in policy.

Disaster support

360 Where an official disaster or emergency is declared and this prevents an employee from reasonably attending work, or where it impacts their household or home, the CEO (or delegate) will consider flexible working arrangements to assist the employee to perform their work.

361 Where flexible working arrangements are not appropriate, the CEO (or delegate) 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.

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

Section 8 – Performance and capability

Performance management

- 363 Employees are required to actively participate in the performance management process throughout each performance cycle. The Performance and Development Policy provides managers and employees with guidance on discussing and establishing individual performance expectations that enables the DTA to deliver on its purpose and foster a positive workplace culture.
- 364 Where underperformance is identified, the DTA will work with the employee and their manager to assist the employee in attaining and sustaining the required standard of performance. If the employee does not attain the required standard of performance, the CEO (or delegate) may undertake the process for the management of underperformance identified in the Performance Improvement Policy.

Capability development

- 365 The DTA is committed to continued learning and the ongoing development of our employees.
- 366 Employees and their managers are jointly responsible for identifying capability needs and opportunities that meet the personal development needs of the individual and the operational/business needs of the DTA and the APS.
- 367 Employees are encouraged to undertake learning and development opportunities, as deemed appropriate by the DTA, to build their skills and capability to contribute to the success of the DTA.
- 368 DTA will provide reimbursements for professional memberships, accreditation and/or registration fees, including for required maintenance, where the DTA considers it is necessary for the employee to perform their role.

Assistance for employees undertaking study

- 369 Employees who undertake and successfully complete formal study relevant to the DTA and/or the APS may be eligible for study assistance in the form of study leave during the study period and financial assistance of up to \$5,000 per financial year, or as determined by the CEO (or delegate). Further information is available in the Study Assistance Policy.

Workloads

- 370 The DTA recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.
- 371 When determining workloads for an employee or group of employees, the DTA will consider the need for employees to strike a balance between their work and personal life.
- 372 Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the DTA and employee/s together must review the employees' workloads and priorities and determine appropriate strategies to manage the impact on the employee or group of employees.

Section 9: Travel and location-based conditions

Travel

- 373 Where an employee undertakes travel for official business, the employee should not be out-of-pocket for reasonable costs of travelling, accommodation, meals and other incidentals. These expenses will be covered by the DTA.
- 374 The preferred method of payment is Government credit card. Where this is not practicable the CEO (or delegate) will approve reimbursement of reasonable costs or pay an allowance, in accordance with the applicable Australian Taxation Office Determination. Further information is available in the Travel Policy.

Relocation assistance

- 375 Where an APS employee is required to relocate at the request of the DTA (such as an engagement or 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.
- 376 Where an employee is required to relocate on engagement with the DTA, the employee will be provided with financial relocation assistance.
- 377 Reasonable expenses associated with the relocation include:
- a. the cost of transport of the employee, their dependants and partner by the most economical means;
 - b. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
 - c. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
 - d. the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
- 378 Additional relocation assistance may be considered by the CEO's (or delegate) discretion.

Section 10: Consultation, representation and dispute resolution

Consultation

- 379 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.
- 380 The DTA recognises:
- a. the importance of inclusive and respectful consultative arrangements;
 - b. employees and the relevant union(s) should have a genuine opportunity to influence decisions;
 - c. the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
 - d. consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
 - e. the benefits of employee and union involvement and the right of employees to be represented by their union.
- 381 Genuine and effective consultation involves:
- a. providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
 - b. providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
 - c. considering feedback from employees and the relevant union(s) in the decision-making process; and
 - d. advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

When consultation is required

382 Consultation is required in relation to:

- a. changes to work practices which materially alter how an employee carries out their work;
- b. changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
- c. major change that is likely to have a significant effect on employees;
- d. implementation of decisions that significantly affect employees;
- e. changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this Agreement); and
- f. other workplace matters that are likely to significantly or materially impact employees.

383 The DTA, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the DTA. 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

384 Clauses 385 to 400 apply if the DTA:

- a. proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- b. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

385 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.

386 The DTA must recognise the representative if:

- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

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

Major change

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

- a. the termination of the employment of employees; or
- b. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d. the alteration of hours of work; or
- e. the need to retrain employees; or
- f. the need to relocate employees to another workplace; or
- g. the restructuring of jobs.

388 The following additional consultation requirements in clause 389 to 395 apply to a proposal to introduce a major change referred to in clause 382(c).

389 Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 382.

390 Where practicable, a 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.

391 The DTA must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.

392 As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 383, the DTA must:

- a. discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - i. the proposed change;
 - ii. the effect the proposed change is likely to have on the employees; and
 - iii. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and

- b. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - i. all relevant information about the proposed change, including the nature of the change proposed; and
 - ii. information about the expected effects of the proposed change on the employees; and
 - iii. any other matters likely to affect the employees.

393 The DTA 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.

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

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

Change to regular roster or ordinary hours of work

396 The following additional consultation requirements in clause 397 to 400 apply to a proposal to introduce a change referred to in clause 382(e).

397 The DTA must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.

398 As soon as practicable after proposing to introduce the change, the DTA must:

- a. discuss with employees and the relevant union(s) and/or other recognised representatives the proposed introduction of the change; and
- b. for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - i. all relevant information about the proposed change, including the nature of the proposed change; and
 - ii. information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and

- c. invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

400 The DTA must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

Interaction with emergency management activities

401 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

402 The DTA may establish a Consultative Committee to discuss relevant workplace matters.

403 The Consultative Committee will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the Terms of Reference.

APS consultative committee

404 The CEO (or delegate) 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

405 If a dispute relates to:

- a. a matter arising under this Agreement; or
- b. the NES;

this term sets out procedures to settle the dispute.

406 An employee or union who is covered by this Agreement may initiate and/or be a party to a dispute under this term.

- 407 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.
- 408 Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant supervisors and/or management. 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.
- 409 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 408 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 410 The Fair Work Commission may deal with the dispute in 2 stages:
- a. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.

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

- 411 While the parties are attempting to resolve the dispute using the procedures in this term:
- a. an employee must continue to perform their work as they would normally in accordance with established custom and practice at the DTA that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
 - b. subject to 404(a), an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or

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

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

413 Any disputes arising under the Digital Transformation Agency Enterprise Agreement 2022-2025 or the NES that were formally notified under clauses 33 to 39 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

414 Where the provisions of clauses 405 to 409 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 407 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 409.

Delegates' rights

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

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

417 The DTA and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

418 The DTA respects the role of union delegates to:

- a. provide information, consult with and seek feedback from employees in the workplace on workplace matters;
 - b. consult with other delegates and union officials, and get advice and assistance from union officials;
 - c. represent the interests of members to the employer and industrial tribunals;
- and

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

419 The DTA 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.

420 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.

421 To support the role of union delegates, the DTA will, subject to legislative and operational requirements, including privacy and security requirements:

- a. provide union delegates with reasonable access to DTA facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
- b. advise union delegates and other union officials of the DTA facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
- c. allow reasonable official union communication appropriate to the DTA from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include the DTA vetoing reasonable communications;
- d. provide access to new employees as part of induction; and
- e. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.

422 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 DTA before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

Section 11 – Workforce management

Probation

423 A newly engaged APS employee will be required to undertake a probationary period from the date of engagement in the DTA. Standard probation will be 6 months but may be extended by the CEO (or delegate) up to 12 months.

Resignation

424 An employee may resign from their employment by giving the CEO (or delegate) at least 14 calendar days' notice.

425 At the instigation of the CEO (or delegate) 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.

426 The CEO (or delegate) has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

Payment on death of an employee

427 When an employee dies, or the CEO (or delegate) has been directed that an employee is presumed to have died on a particular date, the CEO (or delegate) must authorise payments to the partner, dependants or legal representative of the former employee, the amount to which the former employee would have been entitled had they ceased employment through resignation or retirement, or where legislation provides specifically for amounts calculated based on the death of the employee, those amounts. If payment has not been made within a year of the former employee's death, it should be made to their legal representative.

Termination of employment

428 The CEO (or delegate) may terminate the employment of an employee for serious misconduct, without notice or payment in lieu of notice of termination of employment.

Final monies on cessation of employment

429 Prior to ceasing employment in the DTA, employees will be advised of any outstanding monies owed by them to the DTA.

430 Where an employee has any outstanding monies owed to the DTA or an overpayment of an amount of salary or other benefits, the outstanding monies or overpayment will be recovered from the employee's final entitlements in

accordance with the section 324 of the FW Act and the DTA's Accountable Authority Instructions.

Management of excess employees

431 Clauses 432 to 471 will apply to any employee who is excess to the requirements of the DTA, other than non-ongoing employees, casual employees or an employee on probation, unless otherwise specified in this Agreement.

Meaning of 'excess'

- 432 An employee is considered excess if the CEO (or delegate) determines:
- a. the employee is included in a class of employees employed in the DTA, and there are more employees in the class than is necessary for the efficient and economical working of the DTA;
 - b. the services of the employee cannot be effectively used because of technological or other changes in the work methods, or changes in the nature, extent or organisation of the functions of the DTA; or
 - c. the duties usually performed by the employee are to be performed by the employee at a different locality, and the employee is not willing to perform duties at that locality.

Workplace support for excess employees

433 An employee may request assistance in meeting the cost of reasonable travel and incidental expenses, incurred in seeking alternative employment, where the prospective employer does not meet these costs.

Discussion process

434 Where the CEO (or delegate) determines that an employee is potentially excess, the CEO (or delegate) will notify the employee, in writing as soon as practicable, that the employee is potentially excess and the reasons why they are potentially excess.

- 435 Within 30 calendar days of the notification in clause 434, the CEO (or delegate) will hold discussions with the employee, and the employee's nominated representative (if applicable), to consider:
- a. any measures that could be taken to remove or reduce the likelihood of an employee becoming excess;
 - b. whether voluntary retrenchment, redeployment or re-assignment of duties may be appropriate; and

- c. an offer of voluntary redundancy.

Invitation to other employees to express interest in an offer of voluntary redundancy

- 436 The CEO (or delegate) may, prior to the conclusion of the discussions in clause 435, invite other employees who are not potentially excess to express an interest in an offer of voluntary redundancy, where this would permit the redeployment of a potentially excess employee/s.

Retrenchment, redeployment and re-assignment of duties

- 437 Where a potentially excess employee has advised the CEO (or delegate) that they wish to be considered for voluntary retrenchment, redeployment or re-assignment of duties in clause 435(b), a 2-month period to seek suitable alternative duties will commence the day after conclusion of the discussion in clause 435, or earlier as agreed in writing between the CEO (or delegate) and the employee.
- 438 The CEO (or delegate) will take all reasonable steps to re-assign a potentially excess employee to alternative suitable employment at the same classification, within the DTA, or to assist in the movement of the employee to another APS agency.
- 439 The DTA will consider a potentially excess employee in isolation from other applicants for an ongoing position in the DTA at or below the employee's classification for which the employee has applied.
- 440 If necessary, potentially excess employees seeking redeployment may be referred to any available whole of APS redeployment program, if redeployment is not available within the DTA. The DTA will meet any costs associated with this referral.
- 441 An employee who is potentially excess will be given the opportunity to decline retrenchment, redeployment and re-assignment of duties in clause 435(b). Where the employee declines, the CEO (or delegate) may determine the employee as excess.

Determination of excess

- 442 The CEO (or delegate) may determine an employee as excess 30 calendar days after the employee is notified that they are potentially excess in clause 434, or earlier if agreed to in writing between the employee and the CEO (or delegate).
- 443 Where an employee has been notified that they are potentially excess under clause 434 and the employee and their nominated representative (if applicable) has declined, in writing, to participate in the discussions referred to in clause 435, the CEO (or delegate) may determine the employee as excess.
- 444 If the potentially excess employee has not been successfully redeployed to an ongoing position by the end of the 2-month period in clause 437, the CEO (or delegate) may determine the employee as excess.

Voluntary redundancy

Consideration period

- 445 Where a determination is made in accordance with clauses 442 to 444, an employee will be made only one offer of voluntary redundancy for any single redundancy situation and will be given 30 calendar days to consider the offer commencing on the day after the offer is made.

Offer of voluntary redundancy

- 446 Where an employee is made an offer of voluntary redundancy, or has been notified in writing that they are potentially excess, they will be given information on:
- a. when the CEO (or delegate) proposes to terminate the employee's employment under section 29 of the PS Act;
 - b. the amounts payable as severance pay and the indicative value of the balance of any accrued Annual Leave and Long Service Leave in accordance with the LSL Act;
 - c. information about superannuation entitlements (including amounts of accumulated superannuation contributions where available);
 - d. the likely taxation rules applying to the various payments;
 - e. the length of notice the employee is entitled to;
 - f. the availability of financial assistance of up to \$500 plus GST, on a reimbursement basis for obtaining independent financial advice; and
 - g. the availability of career advisory services.

Notice of termination of employment

- 447 Where an employee accepts of an offer of voluntary redundancy, the CEO (or delegate) may determine that the employee is excess and issue the employee with a notice of termination of employment under section 29 of the PS Act. Termination of employment due to redundancy will not take effect before the end of the consideration period unless agreed in writing by the employee.
- 448 The employee will be provided with 4 weeks' notice or 5 weeks for an employee over 45 years of age with at least 5 years of continuous service, prior to the termination of their employment. The notice period will commence on the day after the employee is issued with a notice of termination under section 29 of the PS Act.
- 449 Where an employee and the CEO (or delegate) agrees, in writing, to an earlier termination date within the notice period, the employee's employment will be terminated under section 29 of the PS Act on that date. The employee will receive payment in lieu of any unserved portion of the notice period based on:
- a. the employee's current ordinary hours of work;
 - b. the amounts payable to the employee in respect of those hours, e.g. allowances; and
 - c. any other payments under the employee's contract of employment except for accruals that would have occurred had the person remained as an employee during the relevant notice period.

Severance benefit – recognition of service

- 450 An employee who accepts an offer of voluntary redundancy and whose employment is terminated under section 29 of the PS Act on the ground that they are excess to the requirements of the DTA, will be entitled to the following severance benefit, subject to any minimum amount the employee is entitled to under the NES:
- a. 2 weeks' salary for each completed year of continuous service; and
 - b. a pro-rata payment for completed months of continuous service since the last completed year of service.
- 451 Clause 450 is subject to the condition that the minimum amount of severance pay must be an amount equal to 4 weeks' salary and the maximum amount payable is an amount equal to 48 weeks' salary.

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

453 Service for severance pay purposes will be:

- a. service in the DTA;
- b. Government service as defined in section 10 of the LSL Act;
- c. 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;
- d. service with the Australian Defence Force;
- e. service in another organisation (excluding the ACT public service) where:
 - i. an employee was moved from the APS to that organisation with a transfer of function; or
 - ii. an employee of that organisation is engaged in the APS as a result of the transfer of function to the APS and such service is recognised for long service leave purposes;
- f. ACT Public Service for persons who were compulsorily transferred to the ACT Public Service on its establishment as a separate Service on 1 July 1994 and who subsequently rejoined the APS.

454 For earlier periods of service to count there must be no breaks between the periods of service, except where the break in service is less than 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.

455 Service that does not count for severance pay purposes is any period of service which ceased:

- a. termination under section 29 of the PS Act (including any grounds prescribed in the PS Regulations);
- b. on a ground equivalent to any of these grounds;
- c. through a voluntary retirement at or above the minimum retiring age applicable to the employee; or
- d. with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit.

Severance benefit – rate of payment

456 Salary for severance purposes will include:

- a. the employee's substantive salary adjusted on a pro-rata basis for periods of part-time service;
- b. higher duties allowance for performance of duties at a higher classification where the employee has been performing duties and continues to perform duties at the higher classification for a continuous period of at least 12 months immediately prior to the date on which the employee was given notice of termination of employment; and
- c. other allowances in the nature of salary which have been paid to the employee on a regular basis and have continued to be paid during periods of Annual Leave, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty. Inclusion of allowances for severance is subject to Appendix D.

Retention period

457 Where an employee has declined an offer of voluntary redundancy, and the CEO (or delegate) determines that the employee is excess, the employee will commence a retention period on the earlier of the following:

- a. the day the employee is formally advised in writing by the CEO (or delegate) that they are excess; or
- b. 30 days after the day on which the employee is offered a voluntary redundancy.

458 The retention period is:

- a. 13 months where an employee has 20 years of service or is over 45 years of age; or
- b. 7 months for all other employees.

459 If an employee is entitled to a redundancy payment in accordance with section 119 of the FW Act the retention period in clause 458 is reduced by the number of weeks redundancy pay that the employee will be entitled to under the FW Act on termination of employment.

460 Subject to clause 461, an employee will not have their employment terminated by the CEO (or delegate) under section 29 of the PS Act until the end of the retention period less any period referred to under clause 454.

- 461 The retention period in clause 458 may be extended by any periods of paid personal/carer's leave not exceeding 8 weeks, which is supported by medical evidence.
- 462 Where an absence for illness purposes exceeds 8 weeks the CEO (or delegate) may determine, on a case-by-case basis if the retention period should be further extended.
- 463 During the retention period, the CEO (or delegate):
- a. will continue to take reasonable steps to find alternative suitable employment for the employee; and/or
 - b. may, following consultation with the employee and with 4 weeks' notice, reduce the employee's classification as a means of securing alternative employment.
- 464 If an employee's classification is reduced during the retention period, the employee will continue to be paid at their previous substantive salary, immediately prior to the reduction in classification, for the balance of the retention period.
- 465 Where the CEO (or delegate) believes there is insufficient productive work available for the employee during the retention period, the CEO (or delegate) may terminate the employee's employment under section 29 of the PS Act on the ground that they are excess to requirements and pay the balance of the retention period as a lump sum amount. The lump sum payment will be taken to include payment in lieu of notice of termination of employment.
- 466 Upon termination of employment pursuant to clause 465, the employee will be paid a lump sum comprising:
- a. the balance of the retention period, as shortened under clause 459, and this payment will be taken to include the payment in lieu of notice of termination of employment; and
 - b. any redundancy payment to which the employee is entitled pursuant to section 119 of the FW Act.

Involuntary redundancy

- 467 At the end of the retention period, the CEO (or delegate) may under section 29 of the PS Act, terminate the employment of an employee who has not agreed to voluntary retrenchment and has not been permanently redeployed to an ongoing position.
- 468 An employee will not be made involuntarily redundant where:

- a. the employee has not been invited to accept an offer of voluntary redundancy;
or
- b. the employee has requested an offer of voluntary redundancy, but the
CEO (or delegate) has declined to provide an offer of voluntary redundancy.

469 An employee will not have their employment terminated without being given 4 weeks' notice of termination of employment or 5 weeks' notice for an employee over 45 years of age with at least 5 years continuous service, or payment in lieu of notice.

470 A period of notice may run concurrently with the retention period.

471 An employee may consent to an involuntary redundancy during the retention period. Payment for the balance of any outstanding retention period is not available to an employee who resigns or consents to an involuntary redundancy during the retention period.

Appendix A – Base Salary Structure

Classification	Pay point	Salaries as at 21 February 2024	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026		
EL 2	EL 2.5	\$163,981	\$164,297	\$170,540	\$176,338		
	EL 2.4	\$160,540	\$160,850	\$166,962	\$172,639		
	EL 2.3	\$155,636	\$155,936	\$161,862	\$167,365		
	EL 2.2	\$145,450	\$145,730	\$151,268	\$156,411		
	EL 2.1	\$138,336	\$138,603	\$143,870	\$148,762		
EL 1	EL 1.3	\$132,187	\$132,442	\$137,475	\$142,149		
	EL 1.2	\$128,196	\$128,443	\$133,324	\$137,857		
	EL 1.1	\$119,245	\$119,475	\$124,015	\$128,232		
DTA Broadband 2	APS 6	APS 6.5	\$108,190	\$108,398	\$112,517	\$116,343	
		APS 6.4	\$103,214	\$103,412	\$107,342	\$110,992	
		APS 6.3	\$100,501	\$100,695	\$104,521	\$108,075	
		APS 6.2	\$96,753	\$96,939	\$100,623	\$104,044	
		APS 6.1	\$92,119	\$92,297	\$95,804	\$99,734	
	APS 5	APS 5.4	\$91,032	\$91,207	\$94,673	\$97,892	
		APS 5.3	\$88,213	\$88,383	\$91,742	\$94,861	
		APS 5.2	\$85,893	\$86,059	\$89,329	\$92,366	
		APS 5.1	\$83,540	\$83,701	\$86,882	\$89,836	
	APS 4	APS 4.4	\$80,984	\$81,140	\$84,223	\$87,087	
		APS 4.3	\$78,855	\$79,007	\$82,009	\$84,797	
		APS 4.2	\$76,882	\$77,030	\$79,957	\$82,676	
		APS 4.1	\$74,933	\$75,078	\$77,931	\$80,581	
	DTA Broadband 1	APS 3	APS 3.4	\$72,228	\$72,367	\$75,117	\$77,671
			APS 3.3	\$70,326	\$70,461	\$73,139	\$75,626
			APS 3.2	\$68,554	\$68,686	\$71,296	\$73,720
APS 3.1			\$66,853	\$66,982	\$69,527	\$71,891	
APS 2		APS 2.5	\$65,154	\$65,280	\$67,761	\$70,065	
		APS 2.4	\$63,438	\$63,561	\$65,976	\$68,219	
		APS 2.3	\$61,895	\$62,014	\$64,371	\$66,560	
		APS 2.2	\$60,328	\$60,444	\$62,741	\$64,874	
		APS 2.1	\$58,782	\$58,895	\$61,133	\$63,212	
APS 1		APS 1.4	\$57,378	\$57,488	\$59,673	\$61,702	
		APS 1.3	\$55,868	\$55,976	\$58,103	\$60,079	
		APS 1.2	\$53,661	\$53,765	\$55,808	\$57,705	
	APS 1.1	\$52,249	\$52,349	\$54,516	\$57,497		

Appendix B – Entry Level Base Salary Structure

	Classification	Pay point	Salaries as at 21 February 2024	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Graduate Broadband	APS 5	APS 5.4	\$91,032	\$91,207	\$94,673	\$97,892
		APS 5.3	\$88,213	\$88,383	\$91,742	\$94,861
		APS 5.2	\$85,893	\$86,059	\$89,329	\$92,366
		APS 5.1	\$83,540	\$83,701	\$86,882	\$89,836
	APS 4	APS 4.4	\$80,984	\$81,140	\$84,223	\$87,087
		APS 4.3	\$78,855	\$79,007	\$82,009	\$84,797
		APS 4.2	\$76,882	\$77,030	\$79,957	\$82,676
		APS 4.1	\$74,933	\$75,078	\$77,931	\$80,581
	APS 3	APS 3.4	\$72,228	\$72,367	\$75,117	\$77,671
		APS 3.3	\$70,326	\$70,461	\$73,139	\$75,626
		APS 3.2	\$68,554	\$68,686	\$71,296	\$73,720
		APS 3.1	\$66,853	\$66,982	\$69,527	\$71,891
Training Broadband	APS 4	APS 4.4	\$80,984	\$81,140	\$84,223	\$87,087
		APS 4.3	\$78,855	\$79,007	\$82,009	\$84,797
		APS 4.2	\$76,882	\$77,030	\$79,957	\$82,676
		APS 4.1	\$74,933	\$75,078	\$77,931	\$80,581
	APS 3	APS 3.4	\$72,228	\$72,367	\$75,117	\$77,671
		APS 3.3	\$70,326	\$70,461	\$73,139	\$75,626
		APS 3.2	\$68,554	\$68,686	\$71,296	\$73,720
		APS 3.1	\$66,853	\$66,982	\$69,527	\$71,891
	APS 2	APS 2.5	\$65,154	\$65,280	\$67,761	\$70,065
		APS 2.4	\$63,438	\$63,561	\$65,976	\$68,219
		APS 2.3	\$61,895	\$62,014	\$64,371	\$66,560
		APS 2.2	\$60,328	\$60,444	\$62,741	\$64,874
APS 1	APS 2.1	\$58,782	\$58,895	\$61,133	\$63,212	
	APS 1.4	\$57,378	\$57,488	\$59,673	\$61,702	
	APS 1.3	\$55,868	\$55,976	\$58,103	\$60,079	
	APS 1.2	\$53,661	\$53,765	\$55,808	\$57,705	
		APS 1.1	\$52,249	\$52,349	\$54,516	\$57,497

Appendix C – Supported wage schedule

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

Definitions

- 2 In this schedule:

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

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

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

Relevant minimum wage means the minimum wage prescribed in this Agreement for the classification of work for which an employee is engaged

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

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

Eligibility criteria

- 3 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

4 The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

Supported wage rates

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

Table 7: Applicable percentage of relevant minimum wage paid to applicable employees

Assessed capacity (per cent)	Percentage of agreement rate (per cent)
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

6 Provided that the minimum amount payable to an employees to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.

7 Where an employee's assessed capacity is 10 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 the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.

- 9 Assessment made under this schedule must be documented in a SWS wage assessment agreement and retained by the employer as a time and wages record in accordance with the Act.

Lodgement of SWS wage assessment agreement

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

Review of assessment

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

Other terms and conditions of employment

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

Workplace adjustment

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

Trial period

- 15 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial

Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

- 16 During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- 17 The minimum amount payable to the employee during the Trial Period must be no less than the current weekly rate, as determined by the Fair Work Commission.
- 18 Work trials should include induction or training as appropriate to the job being trialled.
- 19 Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 8 and 9 in this Appendix.

Appendix D – Recognition of allowance for particular purposes

	Corporate citizen Allowance ^	DTA Liaison Officer Allowance	Language Proficiency Allowance ^	Higher duties allowance	Restriction allowance
Counts as salary for superannuation ~	Yes	Yes	Yes	Yes	No
Counts as salary for overtime	No	No	No	Yes	No
Payable during long service leave	Yes	Yes	Yes	Yes	No
Payable during Annual Leave	Yes	Yes	Yes	Yes	No
Payable during other paid leave	Yes	Yes	Yes	Yes	No
Reduced during periods of part-time employment	Yes	Yes	Yes	Yes	No
Included in salary for calculation of redundancy payment *	No	Yes	No	Yes	No
Included in salary for payment in lieu of termination notice *	Yes	Yes	Yes	Yes	No
Included in salary for payment in lieu of Annual Leave *	No	Yes	No	Yes	No
Included in salary for payment in lieu of long service leave *	Yes	Yes	Yes	Yes~	No

* *Employee must be in receipt of the relevant allowance on the last day of service for it to count towards these purposes*

~ *Employee must have been in receipt of the relevant allowance for a minimum period of 12 months for the allowance to count for this purpose*

^ *Allowance will cease for periods of unpaid leave in excess of 4 weeks.*

Appendix E – Definitions

ACT Public Service means the public service of the Australian Capital Territory.

Agency means the Digital Transformation Agency (unless otherwise specified).

Agreement means the DTA Enterprise Agreement 2024-2027 (unless otherwise specified).

APS means the Australian Public Service and has the same meaning as defined in the *PS Act*.

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 employee has the same meaning as the PS Act.

APS level employee means an employee who engaged at or below the APS 6 classification.

Bandwidth means the default span of hours during which an employee can perform their ordinary hours of work (7.00 am to 7.00 pm Monday to Friday, except on a Public Holiday or otherwise agreed).

Base location for work purposes means the DTA office location to which an employee's role is attached. The base location for work purposes for all employees will be a DTA office location unless the employee is engaged to perform their duties remotely.

Base salary means the rate of pay payable to the employee for their ordinary hours of work, but not including any of the following:

- a) incentive-based payments and bonuses;
- b) loadings;
- c) monetary allowances;
- d) overtime or penalty rates; and
- e) any other separately identifiable amounts.

Broadband means the allocation of more than one approved classification by the CEO (or delegate) 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.

Cadet means an employee allocated the classification of Cadet APS in accordance with the *Public Service Classification Rules 2000*. Cadets undertake a Cadetship with the DTA involving a combination of full-time study and work placement throughout the duration of their studies.

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

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.

CEO means the Chief Executive Officer of the DTA.

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

Classification or classification level means the approved classifications as defined by the *Public Service Classification Rules 2000*.

Classification Rules means the *Public Service Classification Rules 2000* as amended from time to time.

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 fact partner.

Delegate means an employee occupying a role to which the CEO has delegated their powers and functions under relevant employment legislation or this Agreement. Delegations are set out in the DTA People Delegations.

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.

DTA means the Digital Transformation Agency.

Eligible Employees (for the purpose of clause 17) means:

- a) an employee who has a substantive salary that is at or below the maximum pay point for their substantive classification; or
- b) an employee who, on commencement of this Agreement, is employed in the DTA and has a substantive salary exceeding the maximum pay point for their substantive classification under this Agreement; or
- c) an employee, who, on commencement of this Agreement, is employed in the DTA and has not received a pay increase or pay adjustment (however described) in the preceding 12 months, will have their base salary rate increased by up to a total of 4 per cent.

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. This includes a "representative" appointed or chosen by an employee(s).

Executive Level (EL) employee means an employee who engaged at either the Executive Level 1 (EL 1) or Executive Level 2 (EL 2) classification.

Fair Work Commission means the Fair Work Commission (or Fair Work Australia however described), as established by the FW Act.

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;
- 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; or
- f) where the CEO (or delegate) is satisfied that there is a strong familial affinity with the employee.

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

Foster care means an arrangement whereby an employee, as primary carer, assumes long-term responsibility for a child:

- a) arising from the placement of the child by a `fostering' arrangement or parentage order by a person/organisation with statutory responsibility for the placement of the child;
- b) where the child is, or will be, under 16 years of age as at the day of placement, or the expected day of placement, of the child;
- c) where the placement of the child:
 - i. is for a period longer than 6 months; and
 - ii. in circumstances where it is not expected that the child will return to their family; and
 - iii. the child is not (otherwise than because of the fostering) a child of the employee or the employee's spouse or de facto partner.

The `placement' of a child, means the earlier of the following days:

- a) the day on which the employee first takes long term care of the child; or
- b) the day on which the employee starts any travel that is reasonably necessary to take custody of the child.

Full-time employee means an employee whose ordinary hours of work are 37 hours and 30 minutes each week.

FW Act means the *Fair Work Act 2009* as amended from time to time and any successor legislation.

Graduate means an employee allocated the classification of Graduate APS in accordance with the *Public Service Classification Rules 2000*. Graduates undertake a structured program of training and work placements.

LSL Act means *Long Service Leave (Commonwealth Employees) Act 1976* as amended from time to time and any successor legislation.

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.

Miscarriage means the spontaneous loss of the embryo or fetus before 20 weeks' gestation.

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

National Employment Standards (NES) means the minimum employment standards that must be provided to all employees in Australia as set out in Part 2-2 of the *Fair Work Act 2009*.

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

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

Ordinary hours of work means those hours and time, within the agreed bandwidth, that the employee works on a regular basis, as agreed by the employee's manager.

Parliamentary Service means employment under the *Parliamentary Service Act 1999* as amended from time to time.

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 or work are less than 37 hours and 30 hours each week and includes employees who enter into a job-share arrangement.

PGPA Act means the *Public Governance, Performance and Accountability Act 2013* as amended from time to time and any successor legislation.

Primary caregiver (for the purpose of the parental leave clauses) 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 in the clauses on adoption and long-term foster care in this agreement. .

PS Act means the *Public Service Act 1999* as amended from time to time and any successor legislation.

Relevant employee means an affected employee.

Resignation means providing a notice in writing to the CEO (or delegate) of the employee's decision to voluntarily resign from their employment in the DTA as well as the APS.

Rostered employee means an employee regularly rostered to perform ordinary duties outside of the 7:00 am to 7:00 pm bandwidth on Monday to Friday, and on at least one day on Saturday or Sunday, for an ongoing or fixed period will be considered to be a rostered employee.

Salary means the employee's annual rate of pay set in accordance with Appendix A or Appendix B.

Secondary caregiver (for the purpose of the parental leave clauses) 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 in the clauses on adoption and long-term foster care in this agreement.

SES means a Senior Executive Service employee under section 34 of the PS Act.

Settlement period means the relevant 75 hour pay period fortnight within 28 calendar days.

Standard day means 8.30 am to 12.30 pm and 1.30 pm to 5.00 pm Monday to Friday, except where a Public Holiday occurs.

Substantive classification means an employee's permanent or ongoing classification.

Substantive salary means the salary that an employee is entitled to at their substantive classification. Substantive salary excludes allowances and higher salary while temporarily allocated duties at a higher classification.

Training broadband means the group of duties allocated to one or more Training classifications. i.e. APS1-4 as reflected in Appendix B.

Training classification means the classifications listed in Schedule 2 of the *Public Service Classification Rules 2000*.

Trainee means an employee allocated the classification of Trainee APS (Administrative) in accordance with the *Public Service Classification Rules 2000*. Trainees undertake a training program for a period of 12 months which combines time at work with training, and can be full-time, part-time or school-based.

Work level standards (WLS) means the work of a particular employment group and the various work levels (classifications) within that group.