



# DECISION

*Fair Work Act 2009*

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

**Australian Pesticides And Veterinary Medicines Authority**  
(AG2024/769)

## **APVMA ENTERPRISE AGREEMENT 2024–27**

Commonwealth employment

COMMISSIONER PLATT

ADELAIDE, 16 APRIL 2024

*Application for approval of the APVMA Enterprise Agreement 2024-2027*

[1] An application has been made for approval of an enterprise agreement known as the *APVMA Enterprise Agreement 2024-27* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the Australian Pesticides And Veterinary Medicines Authority (the Applicant). The agreement is a single enterprise agreement. An additional application has also been made under s.218A of the Act to vary the Agreement in order to correct a number of obvious errors.

[2] The matter was allocated to my Chambers on 22 March 2024. This decision deals with both applications.

[3] With respect to the s.218 application, the Applicant has provided a list of errors by way of a Form F1 dated 15 March 2024, which the Applicant submits are typographical in nature. The Applicant has also provided a revised Agreement which consolidates the variations.

[4] A copy of the changes have been provided to the Bargaining Representatives and CPSU. There has been no objection received.

[5] Having reviewed the list of typographical errors, it is apparent in my view that such errors would fall within the scope of s. 218A(1). Accordingly, the variation is approved and the revised Agreement is attached to this decision.

[6] The variations will operate from the date on which the Agreement commences operation. I now turn to the s.185 application.

[7] On 26 March 2024, I conducted a telephone conference with the parties to seek clarification about aspects of the Agreement and invited the Applicant to address these matters including through the provision of an undertaking.

[8] The Agreement contains a number of changes which when considered in isolation, are less advantageous than the Award. These include increased ordinary hours, an expanded spread of hours and some penalty rates. I note that the Agreement also confers benefits of universal application including paid leave between Christmas and New Year and increased Superannuation Contributions. I have not considered additional benefits which were conditional in their application and/or difficult to quantify in monetary terms. I find that the universal improvements offset the disadvantages referred to.

[9] The Applicant has submitted an undertaking in the required form dated 27 March 2024, a copy of which is attached to this Agreement. The undertaking deals with the following topics:

- The Applicant will not engage shift workers.
- For clarity, clause 108 will be amended as follows:

“Overtime rates - employees working overtime will be entitled to the following rates of pay for overtime shown in Table 3’.”

- The requirement to prescribe the agreed part time hours of working including the days of the week and start and finish times so as to determine when overtime is payable has been inserted, consistent with the *Australian Public Service Enterprise Award 2015*.
- A Part-time minimum engagement has been inserted, consistent with the *Australian Public Service Enterprise Award 2015*.
- For BOOT issues relating to Higher Duties, the Applicant has implemented a reconciliation process in line with *Shop, Distributive and Allied Association v Beechworth Bakery Employee Co Pty Ltd T/A Beechworth Bakery*.<sup>i</sup>

[10] A copy of the undertaking has been provided to the bargaining representatives and I have sought their views in accordance with s.190(4) of the Act. The bargaining representatives did not express any view on the undertaking.

[11] The undertaking appears to meet the requirements of s.190(3) of the Act and I have accepted it. As a result, the undertakings are taken to be a term of the Agreement.

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

[13] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

[14] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the date of approval of the Agreement. The nominal expiry date is 28 February 2027.



COMMISSIONER

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<sup>i</sup> [2017] FWCFB 1664.

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

# **APVMA Enterprise Agreement 2024–27**

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# Section 1: Technical matters

## Title

1. This agreement will be known as the APVMA Enterprise Agreement 2024–27.

## Parties to the agreement

2. This agreement covers:
  - 2.1 the Chief Executive Officer (CEO), for and on behalf of the Commonwealth of Australia as the employer;
  - 2.2 all employees in the APVMA employed under the PS Act other than Senior Executive Service employees or equivalent.
  - 2.3 subject to notice being given in accordance with section 183 of the FW Act, the following employee organisation/s which were a bargaining representative for this agreement:
    - 2.3.1 Community and Public Sector Union (CPSU).

## Operation of the agreement

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

## Delegations

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

## National Employment Standards (NES) precedence

6. The terms of this agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this agreement is detrimental to an employee of the APVMA 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 APVMA and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - 10.1 the agreement deals with one or more of the following matters:
    - 10.1.1 arrangements about when work is performed;
    - 10.1.2 overtime rates;
    - 10.1.3 penalty rates;
    - 10.1.4 allowances;
    - 10.1.5 remuneration; and
    - 10.1.6 leave and leave loading; and
  - 10.2 the arrangement meets the genuine needs of the APVMA and employee in relation to one or more of the matters mentioned in clause 10.1 and
  - 10.3 the arrangement is genuinely agreed to by the APVMA and employee.
11. The agency must ensure that the terms of the individual flexibility arrangement:
  - 11.1 are about permitted matters under section 172 of the FW Act;
  - 11.2 are not unlawful terms under section 194 of the FW Act; and
  - 11.3 result in the employee being better off overall than the employee would be if no arrangement was made.
12. The APVMA must ensure that the individual flexibility arrangement:
  - 12.1 is in writing;
  - 12.2 includes the name of the APVMA and employee;
  - 12.3 is signed by the CEO and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - 12.4 includes details of:
    - 12.4.1 the terms of the enterprise agreement that will be varied by the arrangement;
    - 12.4.2 how the arrangement will vary the effect of the terms;
    - 12.4.3 how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  - 12.5 states the day on which the arrangement commences.
13. The APVMA must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
14. The APVMA or employee may terminate the individual flexibility arrangement:
  - 14.1 by giving no more than 28 days written notice to the other party to the arrangement; or
  - 14.2 if the APVMA and employee agree in writing – at any time.

15. The APVMA and employee are to review the individual flexibility arrangement at least every 12 months.

## Definitions

16. The following definitions apply to this agreement:

- **APS agency** means an agency whose employees are employed under the PS Act, including an agency as defined in section 7 of the PS Act whose employees are employed under that Act.
- **APS consultative committee** means the committee established by the APS Commissioner to consider matters pertaining to the (APS) employment relationship and of interest to the APS as a whole.
- **Agency Head** means the CEO of APVMA or the CEO's delegate.
- **Agreement** means the APVMA Enterprise Agreement 2024–27.
- **APS** means the Australian Public Service.
- **Australian Defence Force Cadets** means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
- **Bandwidth** means the span of hours during which an employee can perform ordinary hours.
- **Broadband** refers to the allocation of more than one approved classification by the CEO to a group of duties involving work value applying to more than one classification under sub-rule 9(4) of the Public Service Classification Rules 2000. A broadband encompasses the full range of work value of the classifications contained within it.
- **Casual employee (irregular or intermittent employee)** means an employee engaged under section 22(2)(c) of the PS Act who:
  - a. is a casual employee as defined by the FW Act; and
  - b. works on an irregular or intermittent basis.
- **Classification** or classification level means the approved classifications as set out in rule 5 of the Public Service Classification Rules 2000.
- **Child** means a biological child, adopted child, foster child, stepchild, or ward.
- **De facto partner** means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee. This includes a former de facto partner.
- **Delegate** means someone to whom a power or function has been delegated.
- **Dependant** means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.
- **Employee** means an employee of the Commonwealth engaged under section 22(2) of the PS Act who is covered by this agreement (whether full-time, part time or casual, ongoing or non-ongoing).
- **Employee representative** means a person (whether an employee or not) elected or chosen by an employee, or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this agreement.

- **Family** means:
  - a. a spouse, former spouse, de facto partner or former de facto partner of the employee;
  - b. a child, parent, grandparent, grandchild, or sibling of the employee;
  - c. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;
  - d. a member of the employee's household; or
  - e. a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.
- **Family and domestic violence** has the same meaning as in section 106B(2) of the FW Act.
- **Full-time employee** means an employee employed to work an average of 36 hours and 45 minutes in accordance with this agreement.
- **FW Act** means the *Fair Work Act 2009* as amended from time to time.
- **Manager** means an employee's direct manager who is usually the person to whom an employee reports to on a day-to-day basis for work related matters, and may include a person referred to as a supervisor.
- **ML Act** means the *Maternity Leave (Commonwealth Employees) Act 1973* as amended from time to time and any successor legislation.
- **Non-ongoing employee** means an employee engaged under section 22(2)(b) of the PS Act for a specified term or for the duration of a specified task, and consistent with the FW Act.
- **NES** means the National Employment Standards at Part 2-2 of the FW Act.
- **Ongoing employee** means an employee engaged under section 22(2)(a) of the PS Act.
- **Ordinary hours, duty or work** means an employee's usual hours worked in accordance with this agreement and does not include additional hours.
- **Parliamentary service** means employment under the *Parliamentary Service Act 1999*.
- **Partner** means a spouse, de facto partner, former spouse or former de facto.
- **Part-time employee** means an employee whose ordinary hours are less than 36 hours and 45 minutes in accordance with this agreement.
- **Primary caregiver** for the purposes of the parental leave clause means a pregnant employee with an entitlement under the ML Act, or an employee other than a casual employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.
- **PS Act** means the *Public Service Act 1999* as amended from time to time.
- **Relevant employee** means an affected employee.
- **Secondary caregiver** for the purposes of the parental leave clause means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.

- **Travel time** for the purposes of travel allowances, is considered work time.

## **Usual location of work**

17. Primary office location for the position as outlined in the organisational structure and recorded in the payroll system. In some circumstances it may be appropriate for a position to be fully remote; that is, not attached to either the Armidale or Canberra offices, with no expectation that an employee attend either of the office locations on a regular basis.

## Section 2: Remuneration

### Salary

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

### Payment of salary

21. Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the employee's choice, based on their annual salary using the following formula:

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

Note: This formula is designed to achieve a consistent fortnightly pay rate without significant variability year-to-year. It reflects that the calendar year is not neatly divisible into 26 fortnightly periods. There are 313 fortnightly pay cycles within a 12-year period.

### Salary setting

22. Where an employee is engaged, moves to or is promoted in the APVMA, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the CEO determines a higher salary within the relevant salary range under these salary setting clauses.
23. The CEO may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
24. In determining a salary under these salary setting clauses, the CEO will have regard to a range of factors including the employee's experience, qualifications and skills.
25. Where an employee commences ongoing employment in the APVMA immediately following a period of non-ongoing employment in the APVMA for a specified term or task, the CEO will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the APVMA.
26. Where an employee commences ongoing employment in the APVMA immediately following a period of casual employment in the APVMA, the CEO will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the APVMA.
27. Where an APS employee moves to the APVMA at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the CEO will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.

28. Where the CEO determines that an employee's salary has been incorrectly set, the CEO may determine the correct salary and the date of effect.

## **Incremental advancement**

29. Consistent eligibility rules for salary progression will include:
- 29.1 a satisfactory performance rating during the employee's most recent performance review; and
  - 29.2 6 months of aggregate eligible service in the agency at or above the relevant classification level during the most recent annual performance management cycle. If an employee has less than 6 months of aggregate eligible service, the CEO may exercise their discretion to determine a higher salary under the salary setting clause in the agency's agreement.
30. Eligible service for salary progression will include:
- 30.1 periods of paid leave and unpaid parental leave;
  - 30.2 periods of unpaid leave that count as service; and
  - 30.3 service while employed on a non-ongoing basis.
31. 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.
32. Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.
33. Salary progression while acting at a higher classification, will be retained for future acting duties at, or promotion to, that classification regardless of elapsed time.
34. Agencies with more generous conditions will maintain them.

## **Superannuation**

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

### *Method for calculating superannuation salary*

38. The APVMA will provide an employer contribution of 15.4% of the employee's Fortnightly Contribution Salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation superannuation funds.
39. Employer contributions will be made for all employees covered by this agreement.
40. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

### *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 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 considers that an overpayment has occurred, the CEO 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 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 confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.
46. The CEO and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
47. The APVMA 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 48 prevents:
  - 49.1 the APVMA from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
  - 49.2 the APVMA from pursuing recovery of the debt through other available legal avenues; or
  - 49.3 the employee or the APVMA from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.



## Section 3: Allowances and reimbursements

### Higher duties allowance

50. Where a role needs to be filled for 1 or more working weeks, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
51. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the CEO.
52. Where an employee is found to be eligible for salary progression at their acting classification level they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
53. Where an employee is assigned only part of the higher duties, the CEO may determine the amount of allowance payable.
54. Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job sharing arrangement where the duration of the arrangement is at least 1 working week.
55. The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.

### Allowances

56. Motor Vehicle Allowance
  - 56.1 The CEO or delegate may authorise an employee to use a private vehicle for official purposes if it results in greater efficiency or less expense for APVMA. Details are available in the relevant Finance procedures.
57. On-call Allowance
  - 57.1 In some circumstances it may be necessary for a Manager to place an employee On-call. If an employee is required to be on call outside the span of hours they must be paid an on call allowance.
  - 57.2 An employee who is On-call is required to be on duty, and be able to respond within 30 minutes of being contacted and prepared to commence duty without delay.
  - 57.3 Unless otherwise approved by the Program Manager or CEO, On-call allowance is not available to Executive Level staff, or employees whose salary exceeds the minimum salary payable at the Executive Level 1 classification.
  - 57.4 In recognition of the restrictions placed on an employee who is On-call, the employee will be paid an allowance at the following rates, whether or not they are required to perform duties while On-call:

- 57.4.1 7.5% of the employee’s hourly rate of pay for each hour falling between 7.00pm and 7.00am Monday to Friday
  - 57.4.2 10% of the employee’s hourly rate of pay for each hour falling between Friday 7.00pm and Monday 7.00am, and
  - 57.4.3 15% of the employee’s hourly rate of pay for each hour on public holidays.
- 57.5 Where an employee is required to perform duties, not necessarily within the workplace, while On-call, they will be paid overtime payment provisions as detailed in clause 106. On-call allowance is not payable during the overtime period.
- 57.6 The Manager is responsible for determining whether an employee who is On-call is required to commence duties, and to report relevant details of the event to the employee’s manager.

## Workplace responsibility allowances

58. A workplace responsibility allowance will be paid where an employee who is appointment be the agency or elected by eligible peers to one of the following roles:
- 58.1 First Aid Officer;
  - 58.2 Health and Safety Representative;
  - 58.3 Emergency Warden;
  - 58.4 Harassment Contact Officer; and
  - 58.5 Mental Health First Aid Officer
59. An employee is not to receive more than one workplace responsibility allowance unless approved by the CEO due to operational requirements.
60. The workplace responsibility allowance will increase in line with headline wage increases and is incorporated into **Table 1 [rates table]** below:

**Table 1: Workplace responsibility allowances rates**

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

61. As a salary-related allowance, this value will continue to be increased in line with headline wage increases.
62. The full allowance is payable regardless of flexible work and part-time arrangements.
63. An employer’s physical availability to undertake the role will be considered by agencies when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental First Aid Officers and Health and Safety Representatives depending on work group arrangements.
64. 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

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

**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, for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the CEO.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

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

## **Section 4: Classifications and broadbands**

### **Graduates**

71. APVMA graduates or participants of the Indigenous Australian Government Development Program (IAGDP), will be engaged as per the Public Service Classification Rules 2000. On successful completion of their respective graduate training program and if consistently receiving a satisfactory performance rating, graduates will be encouraged to apply for career progression opportunities as available.

### **Work Level Standards**

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

## Section 5: Working hours and arrangements

### Job security

#### *Commitment to ongoing employment and rebuilding APS capacity*

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

#### *Reporting*

74. Where a consultative committee is in place, the APVMA will report to the APVMA 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 APVMA.

#### *Pathways to permanency*

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

### Casual (irregular or intermittent) employment

76. A casual (irregular or intermittent) employee is defined in the definitions section.
77. A decision to expand the use of casual employees is subject to Section 10 of this agreement.
78. The APVMA 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.
79. Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25% loading on the base hourly rate of their classification as set out in this agreement.
80. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support. Casual employees are entitled to 3 days unpaid compassionate and bereavement leave per each permissible occasion, as well as all unpaid leave under the National Employment Standards.
81. 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.
82. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

### Non-ongoing employment

83. A non-ongoing employee is defined in the definitions section.
84. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:

- 84.1 personal/carer's leave accrual at clause 176 ; and
- 84.2 redundancy provisions at clause 373 subject to clause 86.
- 85. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clause 173 will apply.
- 86. If the redundancy provisions apply to an employee under clause 85 the agency must adhere to the consultation requirements at clause 373.

## **Working hours**

- 87. Ordinary hours of work for full-time employees are 7 hours and 21 minutes per day. This equates to a standard week of 36 hours and 45 minutes or 147 hours per 4-week settlement period.
- 88. The span of hours during which an employee may work their ordinary hours is 7am to 7pm Monday to Friday. The span of hours may be varied in special circumstances by agreement between an employee and their Manager.
- 89. No employee should work more than 10 hours per day, with the exception of approved overtime or approved work related travel. Employees should not work more than 5 consecutive hours without taking a break of at least 30 minutes.

## **Flex for APS 1–6 classifications**

- 90. Employees at or below the APS 6 classification including part-time employees must use the flex scheme system to record their attendances and absences. Further information is available in the APVMA Flextime Policy.
- 91. A flextime settlement period is a period of 4 weeks. A maximum flextime credit of 22.5 hours can be accumulated and carried over from one flextime settlement period to the next.
- 92. The employee's Manager in recognition of the employee's contribution to meeting the APVMA's operational demands may approve a carry-over limit in excess of 22.5 hours for a full-time employee (or part-time equivalent) for one settlement period.
- 93. A maximum of 10 hours debit can be accumulated and carried over from one flextime settlement period to the next. Where an employee has accumulated a debit in excess of the allowable 10 hours (pro rata for a part-time employee) at the end of a settlement period, the excess hours will be treated as an unauthorised absence without pay.
- 94. An employee may, with prior approval from their Manager, take no more than 3 days off per settlement period utilising flextime credits.
- 95. An employee may be directed by their Manager to revert to specific hours of work for a specified time if their Manager assesses that operational requirements does not support flex accrual, work performance is unsatisfactory, or they have failed to comply with the flextime provisions.
- 96. If an employee has a flex debit upon leaving APVMA the debit will be treated as leave without pay. Flex credits will be paid out upon leaving APVMA up to the maximum credits as outlined in subclause 91.
- 97. An APS classification employee who is required to work over and above 7hrs 21 mins may be entitled to overtime where it has been pre-approved by the relevant delegate. The rates are set out in clause 108 of this Agreement.

## Executive Level Time Off in Lieu (EL TOIL)

98. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
99. 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 APVMA.
100. 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.
101. 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.
102. 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.
103. 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.
104. Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

## Overtime and restriction

105. At the request of and with the prior approval of their Manager, employees at APS 1 to 6 inclusive may be required to work outside of ordinary hours. A request to work overtime must be reasonable and have regard to the employee's personal circumstances.
106. Employees required to work outside of ordinary hours (beyond 7 hours 21 minutes in a day) are entitled to either payment of overtime or Time off Work (TOW), calculated at the same rate as overtime is paid. The Manager and the employee will agree which is to be used prior to the overtime being performed. Details on reviewing an operational decision are outlined in the Review of Actions Policy.
107. Due to the need to balance the health and safety of employees, overtime is not encouraged as a regular work practice.
108. Overtime rates – employees working fulltime will be entitled to the following rates of pay for overtime shown in **Table 3**:

**Table 3: Overtime rates**

<b>Monday to Saturday</b>	Time and a half for the first 3 hours each day and double-time thereafter
<b>Sunday</b>	Double-time
<b>Public holiday</b>	Time and a half for duty within the prescribed normal hours and in addition to payment for the public holiday. Double-time and a half beyond the normal hours.

<p><b>Minimum payment for separate overtime attendances</b></p>	<p>Where a period of overtime is not continuous with ordinary duty, (i.e. there has been a break of one hour or more) the minimum overtime payment is 3 hours at the relevant overtime rate.</p>
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- 109. Overtime is paid on the basis of hours worked, calculated to the nearest 15 minutes.
- 110. Overtime calculations will be based upon an employee's salary, before the application of any salary packaging arrangements.
- 111. Employees must have at least 8 consecutive hours off duty between finishing overtime and commencing duty again, except in the case of emergency duty. There will be no deductions from the employee's pay, flex balance or leave credits where the 8 hour break overlaps the ordinary hours of duty for the next working period.
- 112. Employees who are directed to resume or continue duties without having had 8 consecutive hours off duty will be paid at the double ordinary time rates for the time worked until the required rest relief period occurs.
- 113. Employees at APS 1 to 6 inclusive, recalled to duty to meet an emergency, as determined by the APVMA, will be paid for the emergency duty at the rate of double time, and will be paid a minimum of 3 hours including reasonable travelling time.

## **Flexible working arrangements**

- 114. The APVMA, employees and their union recognise:
  - 114.1 the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
  - 114.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
  - 114.3 access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
  - 114.4 that flexibility applies to all roles in the APVMA, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
  - 114.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
- 115. The APVMA is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the APVMA at all levels. This may include developing and implementing strategies through an APVMA consultative committee.
- 116. 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*

- 117. The following provisions do not diminish an employee's entitlement under the NES.
- 118. An employee may make a request for a formal flexible working arrangement.
- 119. The request must:



- 119.1 be in writing;
  - 119.2 set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
  - 119.3 set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
120. The CEO must provide a written response to a request within 21 days of receiving the request.
121. The response must:
- 121.1 state that the CEO approves the request and provide the relevant detail in clause 122 or
  - 121.2 if following discussion between the APVMA and the employee, the agency 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
  - 121.3 state that the CEO refuses the request and include the following matters:
    - 121.3.1 details of the reasons for the refusal; and
    - 121.3.2 set out the APVMA's particular business grounds for refusing the request, explain how those grounds apply to the request; and
    - 121.3.3 either:
      - 121.3.3.1 set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make; or
      - 121.3.3.2 state that there are no such changes; and
    - 121.3.4 state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.
122. Where the CEO approves the request this will form an arrangement between the agency and the employee. Each arrangement must be in writing and set out:
- 122.1 any security and work health and safety requirements;
  - 122.2 a review date (subject to clause 126) and
  - 122.3 the cost of establishment (if any).
123. The CEO may refuse to approve the request only if:
- 123.1 the APVMA has discussed the request with the employee; and
    - 123.1.1 the APVMA 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
    - 123.1.2 the APVMA and the employee have not reached such an agreement; and
    - 123.1.3 the APVMA has had regard to the consequences of the refusal for the employee; and
    - 123.1.4 the refusal is on reasonable business grounds.

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

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

125. For First Nations employees, the APVMA must consider connection to country and cultural obligations in responding to requests for altering the location of work.

126. Approved flexible working arrangements will be reviewed by the APVMA 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*

127. An employee may request to vary an approved flexible working arrangement in accordance with clause 119. An employee may request to pause or terminate an approved flexible working arrangement.

128. The CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 130.

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

130. Prior to the CEO varying, pausing or terminating the arrangement under clause 128 the APVMA must have:

- 130.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
- 130.2 genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
- 130.3 had regard to the consequences of the variation, pause or termination for the employee;
- 130.4 ensured the variation, pause or termination is on reasonable business grounds; and
- 130.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 121.3.

*Working from home*

131. The APVMA 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.

132. The APVMA may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
133. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
134. The APVMA will provide employees with guidance on working from home safely.
135. Employees will not be required by the APVMA 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 APVMA will consider the circumstances of the employees and options to achieve work outcomes safely.

#### *Ad-hoc arrangements*

136. 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.
137. Employees should, where practicable, make the request in writing and provide as much notice as possible.
138. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 117 to 126.
139. The APVMA 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.
140. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the APVMA should consider whether it is appropriate to seek to formalise the arrangement with the employee.

#### *Altering span of hours*

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

### **Part-time work**

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

### **Christmas closedown**

144. APVMA ceases normal business from 25 December until the first working day following 1 January. During this period employees will not be required for duty for up to a maximum of 2 working days annually.
145. The APVMA will observe an additional day within the Christmas – New Year period.
146. The first closedown day will be a paid holiday and thus will not require deductions from an employee's accrued annual leave.
147. The second closedown day, employees will be required to deduct one day from accrued annual leave or utilise flextime/TOIL credits.
148. An APS1–6 employee who is required to work on either of those 2 days will be entitled to receive an overtime payment. Employees required to work on:

- 148.1 The first closedown day will receive overtime plus the additional Time off Work (TOW) at single time to be used at an agreed later date.
- 148.2 The second closedown day will receive overtime and will not be required to utilise leave credits.
149. An employee required to be on call during the Christmas closedown will be entitled to the 'On Call Allowance' as detailed in clause 57.

## **Public holidays**

150. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- 150.1 1 January (New Year's Day);
- 150.2 26 January (Australia Day);
- 150.3 Good Friday and the following Monday;
- 150.4 25 April (Anzac Day);
- 150.5 the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- 150.6 25 December (Christmas Day);
- 150.7 26 December (Boxing Day); and
- 150.8 any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the Fair Work Regulations 2009 from counting as a public holiday.
151. 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.
152. The CEO and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
153. The CEO and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
154. 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.
155. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave, purchased 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.)
156. 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 150.1 to 150.8.

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

## Section 6: Leave

### Annual leave

159. A full-time employee is entitled to 4 weeks (20 days) paid annual leave which will be accruing daily, credited at least fortnightly. Annual leave accrues on a pro-rata basis for part-time employees. Annual leave counts as service for all purposes.
160. Annual leave may be taken at half pay. However, unless approved by the Agency Head (or delegate), it may not be taken at half pay where the employee has an excessive leave balance.
161. An employee with an accrued annual leave credit of 20 days or less may take some or all of their annual leave on half pay. This enables the employee to access twice as much annual leave when taken at half pay. A minimum of 5 consecutive working days or an equivalent pro-rata basis for part-time employees must be taken.
162. Ongoing employees may cash out annual leave providing they maintain a credit of 20 days or the equivalent if they are part-time employees. A written agreement must be made each time annual leave is cashed out.
163. An employee who elects to cash out annual leave will be paid at the rate of pay they would have received if the leave was taken.
164. Excess leave will be managed in accordance with agency enterprise agreements and policy.
165. Where annual leave is cancelled or the employee is recalled to duty, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.
166. Where annual leave is cancelled or the employee is recalled to duty, the employee will be reimbursed childcare assistance not recoverable from insurance or other sources. Evidence of costs may be required.
167. Annual leave must be applied for in advance, unless the delegate is satisfied there are exceptional circumstances.
168. Employees will receive payment in lieu of any undertaken annual leave upon separation from the APS.

### Purchased leave

169. Employees may apply to purchase up to 6 weeks (30 days) additional leave per calendar year. Purchased leave must be utilised prior to annual leave credits once purchased leave has been processed.
170. If an employee purchases over 4 weeks leave they are required to take at least 2 blocks of 5 consecutive days.
171. Purchased leave will count as for service for all purposes.
172. If operational requirements or special circumstances prevent the employee from taking the purchased leave, the APVMA will refund any unused purchased leave at the end of the 12-month period. Details are in the APVMA's Purchased Leave Policy.

### Personal/carer's leave

#### *Entitlement to personal/carer's leave*

173. 20 days paid leave per annum (pro-rata for part-time employees).
174. Leave at half pay may be approved by the CEO.

### *Accrual of personal/carer's leave*

175. For an ongoing employee, 20 days personal/carer's leave will be credited upon the employee's commencement with the APS. In subsequent years, the employee's leave will accrue daily, credited at least monthly.
176. For a non-ongoing employee, the personal/carer's leave will be credited upon the employee's commencement with the agency. This will be 20 days leave pro-rated based on the employee's initial contract period, and is capped at 20 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue daily, credited at least monthly.

### *Transitional arrangements*

177. Where an employee:

- 177.1 has, or cares for someone with, a chronic condition or other ongoing illness; or
- 177.2 is recovering from surgery; or
- 177.3 is pregnant; or
- 177.4 is returning from parental leave or has a child commencing day care;

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

### *Usage*

178. Personal/carer's leave may be used for:

- 178.1 due to personal illness or injury;
- 178.2 to attend appointments with a registered health practitioner;
- 178.3 to manage a chronic condition;
- 178.4 to provide care or support for a family or household member or a person they have caring responsibilities for; because:
  - 178.4.1 of a personal illness or injury affecting the person; and
  - 178.4.2 of an unexpected emergency affecting the other person.

### *Carers*

179. A person that an employee has caring responsibilities for may include a person who needs care because they:

- 179.1 have a medical condition, including when they are in hospital;
- 179.2 have a mental illness;
- 179.3 have a disability;
- 179.4 are frail or aged; and
- 179.5 are a child, not limited to a child of the employee.

### *Evidence*

180. Evidence may be requested after:

- 180.1 more than 3 consecutive days; or

180.2 more than 8 days without evidence in a calendar year.

181. Acceptable evidence includes:

181.1 a certificate from a registered health practitioner;

181.2 a statutory declaration; or

181.3 another form of evidence approved by the Agency Head.

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

## **Portability of leave**

183. Where an employee moves into the APVMA 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.

184. Where an employee is engaged in the APVMA 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.

185. Where an employee is engaged as an ongoing employee in the APVMA, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.

186. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.

187. Where an employee is engaged as an ongoing employee in the APVMA, 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 184), the CEO will offer to recognise any unused accrued personal/carer's leave at the employee's request. The CEO will advise the employee of their ability to make this request.

188. Where an employee is engaged as an ongoing employee in the APVMA, and immediately prior to the engagement the person was employed by a State or Territory Government, the CEO may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.

189. For the purposes of clauses 183 to 188, an employee with a break in service of less than 2 months is considered to have continuity of service.

## **Leave without pay**

190. Personal/Carer's leave without pay counts as service for all purposes (so long as it is supported by a medical certificate) unless the total period of paid and/or unpaid leave for personal illness exceeds a continuous period of 78 weeks. In this circumstance any unpaid personal leave for personal illness beyond 78 weeks does not count as service, except for long service leave.



## Re-crediting of leave

191. When an employee is on:

- 191.1 annual leave;
- 191.2 purchased leave;
- 191.3 defence reservist leave;
- 191.4 First Nations ceremonial leave;
- 191.5 NAIDOC leave;
- 191.6 cultural leave; or
- 191.7 long service leave; and

becomes eligible for, under legislation or this agreement:

- 191.8 personal/carer's leave;
  - 191.9 compassionate or bereavement leave;
  - 191.10 jury duty;
  - 191.11 emergency services leave;
  - 191.12 leave to attend to family and domestic violence circumstances; or
  - 191.13 parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;
- the affected period of leave will be re-credited.

192. 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.

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

## Long service leave

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

195. 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 191.

## Miscellaneous leave

196. The CEO may grant leave to an employee, either with or without pay, in circumstances not provided for elsewhere in this agreement for a purpose that the CEO or delegate considers to be in the interests of the APVMA and having regard to operational requirements.

197. Casual employees may be provided paid miscellaneous leave for the purposes of family and domestic violence support or otherwise by Government directive.

198. Employees may be granted miscellaneous leave with or without pay. Leave granted with pay will be recognised as service for all purposes whereas leave granted without pay will not.

199. Miscellaneous leave may be granted by the CEO who, in considering whether to grant miscellaneous leave, may have regard to:

- 199.1 the APVMA's operational requirements;
- 199.2 the duration of leave sought;
- 199.3 the employee's length of service with the APVMA;
- 199.4 the employee's reasons for seeking the leave; and
- 199.5 any benefits to the APVMA.

## Cultural, ceremonial and NAIDOC leave

### *NAIDOC leave*

200. First Nations employees may access up to one day of paid leave per calendar year to participate in NAIDOC week activities.

201. NAIDOC leave can be taken in part days.

### *First Nations ceremonial leave*

202. 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.

203. The CEO may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.

204. First Nations ceremonial Leave can be taken as part days.

205. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

### *Cultural leave*

206. The CEO may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.

207. The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.

208. Cultural leave can be taken as part days.

209. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 202.

## Parental leave

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

211. 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.

212. For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements and ceases 24 months from the date of birth. Medical certification requirements for the pregnant employee will be as required by the ML Act.

213. 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*

214. An employee is entitled to parental leave with pay as per clauses 216 and 217 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.

215. Employees newly engaged in the agency or who have moved to the APVMA from another APS agency are eligible for the paid parental leave in clauses 216 and 217 where such paid leave had not already been provided by another APS agency or Commonwealth employer in the 24 months since the child’s date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 216 and 217, the balance is available to the employee.

216. 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 4 [Primary caregivers – circumstances for paid parental leave]** below.

**Table 4: Primary caregivers - circumstances for paid parental leave**

<b>Paid leave entitlement under the ML Act</b>	<b>Additional parental leave with pay under this agreement for the primary caregiver</b>
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

217. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in **Table 5 [Secondary caregivers – circumstances for paid parental leave]** below.

**Table 5: Secondary caregivers – circumstances for paid parental leave**

<b>Period which coincides with the parental leave period for the secondary caregiver</b>	<b>Parental Leave with pay under this agreement</b>
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

218. **Flexibility:** Parental leave with pay, whether provided as maternity leave under the ML Act or under this agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part time work arrangement and can be taken concurrently with another parent in relation to the same child.
219. **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.
220. **Half-pay option:** The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

#### *Adoption and long-term foster care*

221. 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:
- 221.1 is under 16 as at the day (or expected day) of placement;
  - 221.2 has not lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement; and
  - 221.3 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
222. 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*

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

#### *Pregnancy loss leave*

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

#### *Premature birth leave*

227. 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*

228. 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 228 until after the legislated paid maternity leave is used.

### **Compassionate leave**

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

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

229.2 the employee or their partner has a miscarriage.

230. An employee may be asked to provide evidence to support their absences on compassionate leave.

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

232. For casual employees, compassionate leave is unpaid.

### **Bereavement leave**

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

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

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

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

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

236. For casual employees, bereavement leave is unpaid.

### **Emergency response leave**

237. 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:

237.1 the time engaged in the activity;

237.2 reasonable travelling time; and

237.3 reasonable recovery time.

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

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

239. Paid leave may be refused where the employee's role is essential to the APVMA's response to the emergency.
240. 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.
241. The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training.
242. Emergency response leave, with or without pay, will count as service.

## **Jury duty**

243. 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.
244. Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.
- 244.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
245. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
246. 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 APVMA for the period of absence. This will be administered in accordance with the overpayments clause.

## **Defence reservist leave**

247. The CEO will give an employee leave with or without pay to undertake:
- 247.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
- 247.2 Australian Defence Force Cadet obligations.
248. An employee who is a Defence Reservist can take leave with pay for:
- 248.1 up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
- 248.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
249. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
250. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
- 250.1 Australian Navy Cadets;
- 250.2 Australian Army Cadets; and
- 250.3 Australian Air Force Cadets.
251. In addition to the entitlement at clause 248, 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.

- 252. Paid defence reservist leave counts for service.
- 253. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- 254. Unpaid leave taken over 6 months counts as service, except for annual leave.
- 255. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

## **Defence service sick leave**

- 256. 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:
  - 256.1 warlike service; or
  - 256.2 non-warlike service.
- 257. An eligible employee can get 2 types of credits:
  - 257.1 an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
    - 257.1.1 they start employment with the APS; or
    - 257.1.2 DVA certifies the condition; and
  - 257.2 an annual credit of 3 weeks (15 days) defence service sick leave.
- 258. 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.
- 259. Unused annual credits can be built up to 9 weeks.
- 260. An employee cannot use annual credits until the initial credit is exhausted.
- 261. Defence service sick leave is paid and counts as service for all purposes.

## **Leave to attend proceedings**

- 262. 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.
- 263. An employee who is not covered under clause 262, 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 APVMA.
- 264. An employee may otherwise be granted paid or unpaid miscellaneous leave by the CEO if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.
- 265. The CEO may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

## Section 7: Employee support and workplace culture

### Blood donation

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

### Vaccinations

268. The APVMA will offer annual influenza vaccinations to all employees at no cost.
269. Where the APVMA 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

270. 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 APVMA and will be accessible on paid time.

### Respect at work

#### *Principles*

271. The APVMA values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The APVMA recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
272. The APVMA recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance, including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.

#### *Consultation*

273. The agency 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

274. The APVMA will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
275. The APVMA recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
276. Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.



277. An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- 277.1 illness or injury affecting the employee resulting from family and domestic violence;
  - 277.2 providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
  - 277.3 providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
  - 277.4 making arrangements for the employee's safety, or the safety of a close relative;
  - 277.5 accessing alternative accommodation;
  - 277.6 accessing police services;
  - 277.7 attending court hearings;
  - 277.8 attending counselling; and
  - 277.9 attending appointments with medical, financial or legal professionals.
278. 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.
279. 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.
280. These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.
281. 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.
282. Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
283. Evidence may be requested to support the APVMA 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 APVMA will require, unless the employee chooses to provide another form of evidence.
284. 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.
285. The APVMA will take all reasonable measures to treat information relating to family and domestic violence confidentially. The APVMA will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the APVMA may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
286. Where the APVMA needs to disclose confidential information for purposes identified in clause 285, where it is possible the APVMA will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.

287. The APVMA 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.
288. 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.
289. The APVMA 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.
290. Further information about leave and other support available to employees affected by family and domestic violence may be found in the Family and Domestic Violence Policy.

## **Integrity in the APS**

291. The APVMA 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 APVMA decisions.
292. 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.
293. Employees can, during their ordinary work hours, take time to:
  - 293.1 access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the agency; and
  - 293.2 attend APVMA mandated training about integrity.

## **First Nations cultural competency training**

294. The CEO will take reasonable steps to ensure all substantive, ongoing EL2 employees employed at the commencement of this agreement or any new substantive, ongoing EL2 employees who commence within the first 6 months of this agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.
295. Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

## **Lactation and breastfeeding support**

296. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
297. The APVMA will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 298. In considering whether a space is appropriate, an agency should consider whether:
  - 297.1 there is access to refrigeration;

- 297.2 the space is lockable; and
- 297.3 there are facilities needed for expressing, such as appropriate seating.
- 298. Where it is not practicable for an APVMA site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
- 299. The APVMA will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- 300. 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.
- 301. Further information is available in Parenting/Carer's Room Policy.

## **Disaster support**

- 302. Where an official disaster or emergency is declared and this prevents an employee from reasonably attending work, or where it impacts their household or home, the CEO will consider flexible working arrangements to assist the employee to perform their work.
- 303. Where flexible working arrangements are not appropriate, the CEO may grant paid miscellaneous leave to an employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.
- 304. In considering what period of leave is appropriate, the CEO will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth authorities.

# Section 8: Performance and development

## Performance management

305. All employees are required to actively participate in the APVMA Performance Management process.
306. Upon meeting agreed expectations, employees will be eligible for performance progression if they have:
- 306.1 not breached the APS Values and Code of Conduct
  - 306.2 achieved an end-cycle performance rating of 'meets expectations' or higher, and
  - 306.3 completed the mandatory core training requirements set out either in the APVMA Learning and Development strategy or contained within their Performance Plan.
307. The following salary pay point progression will be available in accordance with the relevant performance rating:
- 307.1 Exceeds Expectations – At the CEO's discretion, and where there are 2 increments available at the employee's current classification, 2 increments will be granted. If there is only one increment available then one increment will be granted. Where the employee reaches the top increment of their current classification, a negotiated reward can be made under the 'rewards and recognition' programme.
  - 307.2 Meets Expectations – one increment at the employee's current classification will be granted.
  - 307.3 Requires Development – no increment and mandatory participation in the Performance Improvement Process (PIP-PEP) – (exclusion of new staff).
308. Performance progression payments (increments and/or percentage payments) will be made on completion of 6 months service. It is noted an additional increment has been added to the salary scale at each classification utilised in previous agreements to replace the 1% bonus previously granted. All movements between increment payment points and subject to prevailing superannuation payment requirements.

## Workloads

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

## Professional development

312. Employees at the APVMA will be supported and given reasonable time during work hours to develop and maintain their knowledge and currency of skills relevant to the APVMA.

## **Study assistance**

313. Eligible employees may apply for study assistance that is relevant to the APVMA. Further information is provided in the APVMA's learning and development related frameworks and policies.

## **Professional memberships**

314. Where it is considered essential for the performance of duties the delegate will approve the funding of employee professional membership expenses.

## Section 9: Travel and location-based conditions

### Travel

315. An employee undertaking official travel will be entitled to an allowance in respect of accommodation, meal(s), and incidental expenses. The allowance will generally be paid by Electronic Funds Transfer, prior to the travel, provided the traveller provides at least 5 working days notice. Expenditure limits are adjusted annually in line with the rates issued by the Australian Taxation Office (ATO) and are available in the relevant Finance procedures.
316. Where the delegate is satisfied that the accommodation allowance is insufficient to provide accommodation of an appropriate standard the additional amount may be approved by the delegate. This standard is based on a 3 and a half star quality rating.
317. For part-day travel, which does not involve an overnight stay, employees travelling on official business for a period of 10 hours or more will be paid a part-day travel allowance of \$68.20. This allowance will be increased annually in July each year in line with the rates issued by the Australian Taxation Office (ATO).
318. Employees required to travel overseas for official purposes will be entitled to travel 'business class' or its equivalent, provided that the duration of the flight (i.e. the actual time actually elapsed from departure at the airport) exceeds 4 hours.
319. Employees travelling between centres in Australia by air on official business will be entitled to travel at economy class. The CEO or delegate may approve a higher standard of travel where they are satisfied that special circumstances warrant the higher standard.
320. Employees are expected to utilise frequent flyer points acquired through APVMA travel to meet the costs of other APVMA related travel. Frequent flyer points accrued in the course of work related travel, is only to be used for work related travel.

### Travel time

321. Travel time is considered work time. The travel time for a journey commences one hour before scheduled flight departure and ends one hour after actual flight arrival. Travel by other means is in line with official approval.

### Relocation assistance

322. Where an APS employee is required to relocate at the request of the APVMA (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
323. Where an employee is required to relocate on engagement with the APVMA, the employee will be provided with financial relocation assistance.
324. Reasonable expenses associated with the relocation include:
- 324.1 the cost of transport of the employee, their dependents and partner by the most economical means;
  - 324.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;

324.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and

324.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.

325. Additional relocation assistance may be considered by CEO discretion.

# Section 10: Consultation, representation and dispute resolution

## Consultation

### *Principles*

326. 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.
327. The APVMA recognises:
- 327.1 the importance of inclusive and respectful consultative arrangements;
  - 327.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - 327.3 the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
  - 327.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - 327.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
328. Genuine and effective consultation involves:
- 328.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
  - 328.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
  - 328.3 considering feedback from employees and the relevant union(s) in the decision-making process; and
  - 328.4 advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

### *When consultation is required*

329. Consultation is required in relation to:
- 329.1 changes to work practices which materially alter how an employee carries out their work;
  - 329.2 changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
  - 329.3 major change that is likely to have a significant effect on employees;
  - 329.4 implementation of decisions that significantly affect employees;
  - 329.5 changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and



329.6 other workplace matters that are likely to significantly or materially impact employees.

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

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

331. This clause applies if the APVMA:

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

331.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

*Representation*

332. 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.

333. The APVMA must recognise the representative if:

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

333.2 the employee or employees advise the employer of the identity of the representative.

*Major change*

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

334.1 the termination of the employment of employees; or

334.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

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

334.4 the alteration of hours of work; or

334.5 the need to retrain employees; or

334.6 the need to relocate employees to another workplace; or

334.7 the restructuring of jobs.

335. The following additional consultation requirements in clause 336 to 342 apply to a proposal to introduce a major change referred to in clause 329.3.

336. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 330.

337. Where practicable, an APVMA 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.

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

339. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 330, the APVMA must:
- 339.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
    - 339.1.1 the proposed change;
    - 339.1.2 the effect the proposed change is likely to have on the employees; and
    - 339.1.3 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
  - 339.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
    - 339.2.1 all relevant information about the proposed change, including the nature of the change proposed; and
    - 339.2.2 information about the expected effects of the proposed change on the employees; and
    - 339.2.3 any other matters likely to affect the employees.
340. The APVMA 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.
341. However, the APVMA is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
342. 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 APVMA, the requirements set out in clauses 336 to 341 are taken not to apply.

*Change to regular roster or ordinary hours of work*

343. The following additional consultation requirements in clause 344 to 346 apply to a proposal to introduce a change referred to in clause 329.5.
344. The APVMA must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
345. As soon as practicable after proposing to introduce the change, the APVMA must:
- 345.1 discuss with employees and the relevant union(s) and/or other recognised representatives:
    - 345.1.1 the proposed introduction of the change; and
  - 345.2 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
    - 345.2.1 all relevant information about the proposed change, including the nature of the proposed change; and
    - 345.2.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
    - 345.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - 345.3 invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring

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

346. The APVMA 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*

347. 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**

348. The CEO may establish an agency consultative committee to discuss relevant workplace matters.

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

### **APS consultative committee**

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

### **Dispute resolution**

351. If a dispute relates to:

351.1 a matter arising under the agreement; or

351.2 the National Employment Standards;

this term sets out procedures to settle the dispute.

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

353. 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.

354. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.

355. 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 354 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

356. The Fair Work Commission may deal with the dispute in 2 stages:

356.1 the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

356.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

356.2.1 arbitrate the dispute; and

356.2.2 make a determination that is binding on the parties.

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

357. While the parties are attempting to resolve the dispute using the procedures in this term:

357.1 an employee must continue to perform their work as they would normally in accordance with established custom and practice at the APVMA that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and

357.2 subject to 357.1, an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

357.2.1 the work is not safe; or

357.2.2 applicable work health and safety legislation would not permit the work to be performed;  
or

357.2.3 the work is not appropriate for the employee to perform; or

357.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.

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

359. Any disputes arising under the APVMA 2017-2020 Enterprise Agreement or the National Employment Standards that were formally notified under clause 9.4 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*

360. Where the provisions of clauses 351 to 355 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 353, 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 355.

## **Union Delegates' rights**

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

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

363. The APVMA and union delegates will work together respectfully and collaboratively.

#### *Supporting the role of union delegates*

364. The APVMA respects the role of union delegates to:

- 364.1 provide information, consult with and seek feedback from employees in the workplace on workplace matters;
  - 364.2 consult with other delegates and union officials, and get advice and assistance from union officials;
  - 364.3 represent the interests of members to the employer and industrial tribunals; and
  - 364.4 represent members at relevant union forums, consultative committees or bargaining.
365. The APVMA 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.
366. 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.
367. To support the role of union delegates, the APVMA will, subject to legislative and operational requirements, including privacy and security requirements:
- 367.1 provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
  - 367.2 advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
  - 367.3 allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications;
  - 367.4 provide access to new employees as part of induction; and
  - 367.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
368. 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 APVMA before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

## **Section 11: Separation and retention**

### **Resignation**

369. An employee may resign from their employment by giving the CEO at least 14 calendar days' notice.
370. At the instigation of the CEO, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
371. The CEO has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

### **Payment on death of an employee**

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

### **Redeployment, retraining, redundancy**

373. Redundancy entitlements are only available to excess employees (other than probationers and non-ongoing employees) in the following circumstances:
- 373.1 the employee is included in a group of staff in the organisation, comprising a greater number than is necessary for the efficient and economical working of the organisation
  - 373.2 the services of the employee cannot be effectively used because of technological or other changes in the work methods of the organisation or structural or other changes in the nature, extent or organisation of the functions of the organisation, or
  - 373.3 the duties usually performed by the employee are to be performed at another locality and the employee does not wish to relocate to the new locality and the CEO has determined that the redundancy provisions of this Agreement apply to the employee.
374. The APVMA will advise any employees who are likely to become excess. Discussions will be held with the affected employee, and, if requested, their representative, to explain the reasons for redundancy. A one-month (4 week) period will be provided to the affected employee to consider the options including but not limited to:
- 374.1 redeployment at level
  - 374.2 redeployment at a lower level, with salary maintenance in accordance with the retention periods outlined in clause 390,
  - 374.3 voluntary redundancy, and
  - 374.4 involuntary redundancy.
375. Where the APVMA offers an employee a voluntary redundancy, the employee will have one month within which to accept the offer. Where the offer is accepted the APVMA will not give notice of redundancy before the end of that one-month period, without the agreement of the employee.
376. Within that month an employee offered a voluntary redundancy will be given information on:

- 376.1 amount of severance pay, pay in lieu of notice and payment of accrued leave credits
  - 376.2 amount of accumulated superannuation contributions
  - 376.3 taxation rules applicable to each form of payment, and
  - 376.4 level of assistance up to a maximum of \$550 for financial advice.
377. The APVMA may offer assistance of up to a total cost of \$1,100 for reimbursement of expenses incurred in seeking professional services such as personal counselling and job seeking, subject to approval in advance by the CEO or delegate.
378. Clauses 376 to 397 entitlements may be varied on a case-by-case basis upon application subject to the delegate's approval.
379. Only one offer of voluntary redundancy will be made to an excess employee.
380. Where the offer is accepted, the CEO or delegate will provide the employee with 4 weeks (or 5 weeks for an employee over 45 with at least 2 years continuous service) notice of separation. The CEO or delegate and the employee may agree to the employee working a lesser period. Where a lesser period is agreed, the unexpired portion of the notice period will be paid out.
381. An employee who elects for retrenchment with a redundancy benefit and whose employment is terminated by the CEO under s 29 of the *Public Service Act 1999* on the grounds that they are excess to the requirements of the agency, is entitled to payment of a redundancy benefit of an amount equal to 2 weeks' salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the National Employment Standards (NES).
382. The minimum sum payable will be 4 weeks' salary and the maximum will be 48 weeks' salary.
383. The redundancy benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during his or her period of service and the employee has less than 24 years full-time service, subject to any minimum amount the employee is entitled to under the NES.
384. Where the CEO is satisfied that there is insufficient productive work available for the employee within the APVMA during the remainder of the retention period and that there are no reasonable redeployment prospects in the APS:
- 384.1 The CEO may terminate the employee's employment under s 29 of the *Public Service Act 1999*; and
  - 384.2 Upon termination, the employee will be paid a lump sum comprising:
    - 384.2.1 the balance of the retention period (as shortened for the National Employment Standards under clause 391 (Retention periods) and this payment will be taken to include the payment in lieu of notice of termination of employment, plus
    - 384.2.2 the employee's NES entitlement to redundancy pay.
385. The salary on which the redundancy severance benefit will be calculated will be the employee's salary on the date of redundancy including any allowances that count as salary and any higher duties allowance, providing that the allowance had been paid for a continuous period in excess of 12 months immediately preceding the date on which the employee is declared to be excess. The severance benefit will be calculated on a pro rata basis for any periods of service where an employee has worked part-time hours.
386. Service for the purpose of the redundancy severance benefits means:
- 386.1 service in the APVMA
  - 386.2 Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*

- 386.3 service with the Commonwealth (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
- 386.4 service with the Australian Defence Forces
- 386.5 service in another organisation where:
- 386.5.1 an employee was transferred from the APS to that organisation with a transfer of function, or
- 386.5.2 an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APVMA, and
- 386.5.3 such service is recognised for Long Service Leave purposes.
387. For earlier periods of service to count as continuous service there must be no breaks between the periods of service, except where:
- 387.1 The break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer, or
- 387.2 The earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.
388. Any period of service which ceased by way of retrenchment; retirement on the grounds of invalidity, inefficiency or loss of essential qualifications, forfeiture of office, dismissal; termination of probation appointment for reasons of unsatisfactory service; or voluntary retirement at or above the minimum retiring age applicable to the employee or with the payment of an employer-financed retirement benefit, will not count as service for redundancy severance benefit purposes.
389. Absences from work, which do not count as service for Long Service Leave purposes, will not count as service for severance pay purposes.
390. An excess employee who does not agree to be retrenched with the payment of a redundancy benefit will be entitled to the following period of retention:
- 390.1 13 months where the employee has 20 years or more service or is over 45 years of age, or
- 390.2 7 months for all other employees.
391. If an employee is entitled to a redundancy payment under the NES, the retention period at subclause 63.18 will be reduced by the employee's redundancy pay entitlement under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).
392. The retention period commences on the day on which an employee is formally notified in writing that they are an excess employee.
393. The retention period will not be extended by any periods of leave.
394. An employee may not be excess for a period greater than the maximum retention periods specified above.
395. Where an employee obtains other employment, (either internally or externally to the APVMA) they are no longer excess and clauses 398 to 401 no longer apply.
396. Under the *Public Service Act 1999*, the CEO can reduce an excess employee to a lower classification with or without the employee's consent. Where such a reduction in classification of an excess employee occurs, the employee will receive income maintenance to maintain their salary at the previous higher level for the balance of the retention period.



397. Where an employee is successful in obtaining an ongoing position at a lower level within the APVMA, before the end of the retention period, the employee will receive income maintenance payments for the remainder of the retention period. At the end of the retention period, the employee's salary will reduce to that applicable on the appointment to the new lower level position.
398. An employee who is made involuntarily redundant will have their employment terminated by the CEO under s.29 of the *Public Service Act 1999* on the grounds that they are excess to requirements.
399. An excess employee who is made redundant in accordance with this section will be eligible for payment of all accrued annual leave and long service leave calculated to the end of the retention period. A 'payment in lieu of notice' period not worked by the employee that is exempt from accrual leave provisions may be negotiated between the delegate and the individual.
400. Where an excess employee is made redundant involuntarily, the CEO or delegate will give the employee 4 weeks' notice (or 5 weeks' notice for an employee over 45 with at least 2 years continuous service) of separation, to be served (as far as practicable) concurrently with the retention period.
401. The CEO or delegate will not make an employee involuntarily redundant where there is another employee doing the same work at the same level who is seeking voluntary retrenchment and the excess employee can demonstrate the same level of performance and expertise as the employee who is seeking voluntary retrenchment.
402. The APVMA may provide employees likely to be subject to the redundancy provisions of this Agreement with an accelerated separation option. This option provides, in addition to the redundancy severance benefit, a payment of 4 weeks' salary (or, if the employee has more than 2 years' continuous service and is over 45 years old, 5 weeks' salary) in lieu of any further consultation or notice of termination where the excess employee agrees to termination of employment, and the employment is so terminated within 14 days of receiving an offer of voluntary redundancy. The payments made under this clause are inclusive of any award or statutory entitlement to payment in lieu of notice.

## Section 12: Other APS-wide matters

### Other legislation

403. The APVMA Enterprise Agreement 2024–27 (this agreement) is the foundation of agency specific employment conditions for all non-SES APVMA employees. However, staff and managers should be aware that APS employees have additional entitlements and responsibilities under an array of other legislation.

Examples of the additional legislation relevant to staff and managers in their day-to-day work for the APS includes (not an exhaustive list):

- *Public Service Act 1999*
- *Fair Work Act 2009*
- *Long Service Leave (Commonwealth Employees) Act 1976*
- *Maternity Leave (Commonwealth Employees) Act 1973*
- *Paid Parental Leave Act 2010* and its successor
- *Superannuation Act 1976*
- *Superannuation Act 1990*
- *Superannuation Act 2005*
- *Superannuation Productivity Benefit Act 1988*
- *Safety Rehabilitation and Compensation Act 1988*
- *Work Health and Safety Act 2011*
- *Privacy Act 1988*
- *Public Governance, Performance and Accountability Act 2013.*

While every effort has been made by the parties involved in the development of this agreement to ensure the conditions in this agreement align with and build on existing legislation, and were negotiated in good faith, should any part of this agreement be inconsistent with any legislation, the wording in the legislation would prevail.

## Attachment A – Base salaries

Classification	Salary levels	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS1	1.1	\$53 985	\$56 144	\$58 277	\$60 258
	1.2	\$55 358	\$57 572	\$59 760	\$61 792
	1.3	\$56 731	\$59 000	\$61 242	\$63 324
	1.4	New Pay Point	\$59 511	\$61 772	\$63 872
APS2	2.1	\$59 996	\$62 396	\$64 767	\$66 969
	2.2	\$61 925	\$64 402	\$66 849	\$69 122
	2.3	\$63 853	\$66 407	\$68 930	\$71 274
	2.4	\$65 782	\$68 413	\$71 013	\$73 427
	2.5	New Pay Point	\$69 006	\$71 628	\$74 063
APS3	3.1	\$66 364	\$69 019	\$71 642	\$74 078
	3.2	\$68 495	\$71 235	\$73 942	\$76 456
	3.3	\$71 898	\$74 774	\$77 615	\$80 254
	3.4	\$74 774	\$77 765	\$80 720	\$83 464
	3.5	New Pay Point	\$78 439	\$81 420	\$84 188
APS4	4.1	\$75 302	\$78 314	\$81 290	\$84 054
	4.2	\$77 855	\$80 969	\$84 046	\$86 904
	4.3	\$80 407	\$83 623	\$86 801	\$89 752
	4.4	\$82 960	\$86 278	\$89 557	\$92 602
	4.5	New Pay Point	\$87 026	\$90 333	\$93 404
APS5	5.1	\$85 512	\$88 932	\$92 311	\$95 450

Classification	Salary levels	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
	5.2	\$89 766	\$93 357	\$96 905	\$100 200
	5.3	\$92 435	\$96 132	\$99 785	\$103 178
	5.4	\$93 944	\$97 702	\$101 415	\$104 863
	5.5	New Pay Point	\$98 549	\$102 294	\$105 772
APSG6	6.1	\$97 212	\$101 100	\$104 942	\$108 510
	6.2	\$100 399	\$104 415	\$108 383	\$112 068
	6.3	\$103 593	\$107 737	\$111 831	\$115 633
	6.4	\$106 783	\$111 054	\$115 274	\$119 193
	6.5	\$108 521	\$112 862	\$117 151	\$121 134
	6.6	New Pay Point	\$113 840	\$118 166	\$122 184
EL1	1.1	\$117 630	\$122 335	\$126 984	\$131 301
	1.2	\$121 245	\$126 095	\$130 887	\$135 337
	1.3	\$125 077	\$130 080	\$135 023	\$139 614
	1.4	\$128 828	\$133 981	\$139 072	\$143 800
	1.5	\$132 463	\$137 762	\$142 997	\$147 859
	1.6	New Pay Point	\$138 956	\$144 236	\$149 140
EL2	2.1	\$138 052	\$143 574	\$149 030	\$154 097
	2.2	\$142 308	\$148,000	\$153 624	\$158 847
	2.3	\$146 774	\$152 645	\$158 446	\$163 833
	2.4	\$154 220	\$160 389	\$166 484	\$172 144
	2.5	\$158 375	\$164 710	\$170 969	\$176 782
	2.6	New Pay Point	\$166 137	\$172 450	\$178 313

Classification	Salary levels	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Graduate APS		\$66 364	\$69 019	\$71 642	\$74 078

**Formal Acceptance of this Agreement and Signatories**

**Making of the Agreement**

This Agreement is made and approved under Chapter 2, Part 2 4, Division 4 of the FW Act

**Employer**

Signed for, and on behalf of, the Commonwealth of Australia representative by the CEO of the Australian Pesticides and Veterinary Medicines Authority

Signed 

Full name *Melissa Louise MCEWEN*

Title *Ag Chief Executive Officer*

Address *102 TAYLOR STREET, ARMIDALE, NSW, 2350*

**Employee bargaining representative: Community and Public Sector Union**

Signed for, and on behalf of, the Community and Public Sector Union and its members within the Australian Pesticides and Veterinary Medicines Authority

Signed:

Full name:

  
*ANDREW SMITH*

Title:

*LEAD ORGANISER*

Address:

*1/14/244 BUNDA ST*

*CANBERRA CITY.*

THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/769

Applicant: Australian Pesticides and Veterinary Medicines Authority

**Section 185 – Application for approval of a single enterprise agreement**

**Undertaking – Section 190**

I, Dr Melissa McEwen, Acting Chief Executive Officer, have the authority given to me by Australian Pesticides and Veterinary Medicines Authority to give the following undertakings with respect to the APVMA Enterprise Agreement 2024-2027 ("the Agreement"):

1. The APVMA undertakes not to engage shift workers (as defined in Schedule E of the Award). The APVMA undertakes that section 196 of the Fair Work Act 2009 (Cth) has no application and the Commission need not be satisfied the agreement defines or describes the employee as a shift worker for the purposes of the NES for the purpose of approving the agreement.
2. The APVMA undertakes that in respect of clauses 16 and 143 of the Agreement, an employee's part-time work agreement will specify:
  - a. the prescribed weekly hours of duty; and
  - b. the pattern of hours worked including starting and finishing times for employees other than shift workers, on each or any day of the week, Monday to Friday, within the limits of the span of hours specified for an equivalent full-time employee.

Undertakes with respect to the definition of a part-time employee, the minimum pattern of hours will be no less than 3 continuous hours on any one day, unless agreed by the Agency Head and the employee.

3. Clause 108 of the Agreement currently states 'Overtime rates - employees working fulltime will be entitled to the following rates of pay for overtime shown in Table 3'.

The APVMA undertakes to replace the word 'fulltime' with 'overtime' as follows:  
'Overtime rates - employees working overtime will be entitled to the following rates of pay for overtime shown in Table 3'.

4. The APVMA undertakes that in respect to clause 50 of the agreement, higher duties will specify that:

'If during a four-week settlement period, an APS employee temporarily occupies a role acting at a higher classification level for which they are not entitled to receive higher duties allowance, the APVMA will:

- a. at the end of that settlement period, conduct a reconciliation between the amount the employee would have been entitled to be paid under the Australian Public Service Enterprise Award 2015 (APS Award) and the amount they are entitled to under the Agreement for that period: and

b. if there is any shortfall between the amount the employee is entitled to be paid under the Agreement and the amount that would have been paid to the employee under the APS Award, pay the employee the amount of that shortfall plus \$5.00 in the next pay period.'

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature 

Date 27/3/2024