



Australian Government  
Australian Office of Financial Management

**AOFM**

# **AOFM Enterprise Agreement 2024-2027**

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## Section 1 - Technical matters

### Title

1. This agreement will be known as the Australian Office of Financial Management (AOFM) Enterprise Agreement 2024 - 2027.

### 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 AOFM employed under the *Public Service Act 1999* other than Senior Executive Service employees or equivalent; and
- 2.3 subject to notice being given in accordance with section 183 of the *Fair Work Act 2009*, and the following employee organisation which was a bargaining representative to this agreement:
  - 2.3.1 the Community and Public Sector Union (CPSU).

## **Operation of the agreement**

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

## **Delegations**

5. The 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 AOFM 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 AOFM 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 AOFM and employee in relation to one or more of the mentioned in clause 10.1; and
- 10.3. the arrangement is genuinely agreed to by the AOFM 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 *Fair Work Act 2009*;
  - 11.2. are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - 11.3. result in the employee being better off overall than the employee would be if no arrangement was made.
12. The AOFM must ensure that the individual flexibility arrangement:
- 12.1. is in writing;
  - 12.2. includes the name of the AOFM and employee;
  - 12.3. is signed by the AOFM and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - 12.4. includes details of:
    - 12.4.1. the terms of the enterprise agreement that will be varied by the arrangement;
    - 12.4.2. how the arrangement will vary the effect of the terms;
    - 12.4.3. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
    - 12.4.4. states the day on which the arrangement commences.
13. The AOFM must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
14. The AOFM 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 AOFM and employee agree in writing – at any time.
15. The AOFM 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 *Public Service Act 1999*, including an agency as defined in section 7 of the *Public Service Act 1999* whose employees are employed under that Act.

**APS Consultative Committee** means the consultative committee established by the APSC Commissioner to consider matters pertaining to the (APS) employment relationship and the interests of the APS as a whole.

**Agency Head** means the Chief Executive Officer (CEO) of AOFM or the person authorised by the CEO as their delegate.

**Agreement** means the Australian Office of Financial Management (AOFM) Enterprise Agreement 2024 - 2027.

**APS** means the Australian Public Service.

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

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

**Broadband** refers to the allocation of more than one approved classification by the 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 *Public Service Act 1999* who:

- a. is a casual employee as defined by the *Fair Work Act 2009*; 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.

**Commencement of this agreement** means the date as determined by the operation of Clause 3 of this Agreement.

**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 authority 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 *Public Service Act 1999* 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 *Fair Work Act 2009*.

**Full time employee** means an employee employed to work an average of 37 hours and 30 minutes per week 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* and any successor legislation.

**Non-ongoing employee** means an employee engaged for a specified term or for the duration of a specified task in accordance with section 22(2)(b) of the *Public Service Act 1999*, and consistent with the *Fair Work Act 2009*.

**NES** means the National Employment Standards at Part 2-2 of the *Fair Work Act 2009*.

**Ongoing employee** means an employee engaged under section 22(2)(a) of the *Public Service Act 1999*.

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

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

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

**Part-time employee** means an employee whose ordinary hours are less than AOFM's standard working hours of 37 hours and 30 minutes per week in accordance with this agreement.

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

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

**Recognised institution** means an organisation providing approved courses of study and higher education or an awarding body recognised and registered by the Department of Education in Australia.

**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.

**Unit of study** means a course or subject or self-contained educational module that focusses on a specific topic or area of study during a distinct period of coursework (and typically a semester).

## Usual location of work

17. The AOFM operates offices in Canberra and Sydney. The usual location of work for Canberra based staff is the Canberra office. The usual location of work for Sydney based staff is the Sydney office. Other locations can be accommodated at the discretion of the CEO. In addition, the CEO may approve changes in the location of work for an employee, either temporarily or permanently.

17.1. The usual location of work for an employee will be set out in the employee's letter of offer.

## Section 2: Remuneration

### Salary

18. The 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 per cent from the first full pay period on or after 1 March 2024 (the 14 March 2024);
  - 19.2. 3.8 per cent from the first full pay period on or after 1 March 2025 (the 13 March 2025); and
  - 19.3. 3.4 per cent 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 in Attachment A – Base salaries were calculated on base salary rates as at 31 August 2023.
21. In addition to the base salary rates set out in Attachment A, base salary rates paid to employees within the salary range for the classification as at August 31 2023, but not at a specific pay point in Attachment A, will incorporate the year 1 increases specified at clause 19.1 based on the employees base salary rates as at 31 August 2023. This is subject to clause 22.
22. Where an employee’s salary is above the maximum of the relevant salary range the employee will be maintained on that salary until such time as the salary differential is absorbed by the general salary increase, unless otherwise determined by the Agency Head.

### Payment of salary

23. 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

24. Where an employee is engaged, moves to or is promoted in the agency, 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 provisions.
25. 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.

26. In determining a salary under these provisions, the CEO will have regard to a range of factors (as relevant) including the employee's experience, qualifications and skills.
27. Where an employee commences ongoing employment in the agency immediately following a period of non-ongoing employment in the agency for a specified term or task, the CEO will determine the payment of the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the agency.
28. Where an employee commences ongoing employment in the agency immediately following a period of casual employment in the agency, the CEO will determine the payment of salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the agency.
29. Where an APS employee moves to the agency at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the Agency Head will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
30. 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.
31. Where an employee is assigned duties at a classification lower than the employee's previous classification (for example, due to a sanction under section 15 of the *Public Service Act 1999*, redeployment or at the request of the employee), the employee's salary will be determined by the CEO, including by taking into account the employee's most recent performance appraisal.

## **Salary Advancement**

32. Consistent eligibility rules for salary progression include:
  - 32.1. a satisfactory performance rating during the employee's most recent performance review; and
  - 32.2. 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 clause 25.
33. Eligible service for salary progression will include:
  - 33.1. periods of paid leave and unpaid parental leave;
  - 33.2. periods of unpaid leave that count as service; and
  - 33.3. service while employed on a non-ongoing basis.
34. During a period of unpaid parental leave employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.
35. 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.

36. 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.
37. Casual employees will not usually be eligible for salary advancement.
38. For the value of an increment, refer to Attachment A: Base Salaries.
39. An employee that falls between salary levels will be advanced to the next increment for their APS level at their next performance appraisal. The CEO may exercise their discretion to determine a higher salary under clause 25.

## **Superannuation**

40. The AOFM will make compulsory employer contributions as required by the applicable legislation and fund requirements.
41. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that counts as service.
42. The AOFM will make employer superannuation contributions to any eligible superannuation fund provided that it accepts payment by fortnightly electronic funds transfer using a file generated by the payroll system.

### **Method for calculating super salary**

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

### **Payment during unpaid parental leave**

46. 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**

47. An overpayment occurs if the AOFM 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).
48. 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.
49. 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.

50. 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.
51. 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 financial circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
52. The AOFM and employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment.
53. Interest will not be charged on overpayments.
54. Nothing in clauses 47 to 53 prevents:
  - 54.1 the AOFM from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
  - 54.2 the AOFM from pursuing recovery of the debt through other available legal avenues;
  - 54.3 the employee or the AOFM from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

### **Flexible Remuneration Packaging**

55. All ongoing AOFM employees will have access to flexible remuneration packaging, in line with government policies and the relevant AOFM guidelines as varied from time to time.

## Section 3: Allowances and reimbursements

### Higher duties allowance

56. Where a role needs to be filled for 2 or more working weeks, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
57. Higher duties allowance will be equal to the difference between the employees' current salary and the salary that would be payable if they were promoted to the higher classification, or higher amount determined by the CEO.
58. 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.
59. Where an employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.
60. Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job sharing arrangement where the duration of the arrangement is at least 2 working weeks.
61. The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.

### Travel

62. Refer to clauses 339 to 353 for travel allowances.

### Reimbursements

63. The CEO will approve reimbursements or payments for:
  - 63.1 loss or damage to property arising from official AOFM business; and
  - 63.2 professional memberships where it is necessary to perform a role.

### Overseas Conditions of Service

64. Where an employee is to be selected for overseas deployment for long-term postings (more than six months) through an Australian Government organised and funded program, the terms and conditions for deployment will be those agreed and recorded between AOFM and the sponsoring agency.
65. Except where covered by clause 64, the conditions of service and additional allowances for AOFM employees serving in overseas posts will be established by the CEO for the employee prior to deployment and will depend on the country and Government program applying to the overseas service.
66. In determining the appropriate conditions and rates, the AOFM is guided by the conditions of service extended to employees of the Department of Foreign Affairs and Trade and material available.

67. For the period of overseas work, the AOFM will ensure that employees are appropriately insured commensurate with the political and social environment of the country to which they are deployed.
68. Whilst on deployment the employee will be entitled to conditions and allowances on those terms and at rates determined by the sponsoring agency from time to time.

## **Workplace responsibility allowances**

69. A workplace responsibility allowance will be paid where an agency has appointed, or eligible peers have elected an employee to one of the following roles (secondary appointments):
  - 69.1 First Aid Officer;
  - 69.2 Health and Safety Representative;
  - 69.3 Emergency Warden;
  - 69.4 Harassment Contact Officer; and
  - 69.5 Mental Health First Aid Officer.
70. An employee is not to receive more than one workplace responsibility allowance unless approved by the CEO due to operational requirements.
71. Subject to clause 72, for all secondary appointments the rate will be:
  - 71.1 \$30.51 per fortnight on the commencement of this Agreement;
  - 71.2 \$31.67 per fortnight from 13 March 2025; and
  - 71.3 \$32.75 per fortnight from 12 March 2026.
72. First Aid Officer Allowance will be fixed at \$60 per fortnight.
73. The full allowance is payable regardless of flexible work and part-time arrangements.
74. An employee's physical availability to undertake the role will be considered by agencies when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental First Aid Officers and Health and Safety Representatives depending on work group arrangements.
75. 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

76. 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.
77. The allowance is paid in accordance with the employee's level of competency:

Rate	Standard	Rate from commencement of this 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

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

## Section 4: Classifications and Broadbands

### Work Level Standards

82. 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 *Public Service Act 1999*.

### Broadbands

#### Creation, Amendment or Cessation of Broadbands

83. The CEO may approve the creation, amendment or cessation of a broadband consistent with the following principles:
- 83.1 the broadband is not inconsistent with the *Public Service Classification Rules 2000*;
  - 83.2 an employee may advance to a higher classification within a broadband at any time as the result of an appointment made following a merit selection process in which the employee was rated as suitable and was successful in that process; and
  - 83.3 any proposed changes to broadbands will be subject to consultation in accordance with section 10 of this agreement.

#### Broadband Structure

84. At the commencement of this agreement, the AOFM operates the following broadbands :
- 84.1 Broadband level AOFM 1 comprising classifications APS 3 and APS 4.
  - 84.2 Broadband level AOFM 2 comprising classifications APS 5, APS 6 and EL1.

## Section 5: Working hours and arrangements

### Job security

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

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

#### Reporting

86. Where a consultative committee is in place, the AOFM will report to the AOFM 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 AOFM.

#### Pathways to permanency

87. The AOFM and the APS will comply with the casual conversion provisions of the *Fair Work Act 2009*. In addition, the AOFM 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

88. A casual (irregular or intermittent) employee is defined in the definitions section.
89. A decision to introduce or expand the use of casual employees is subject to consultation as per section 10 of this Agreement.
90. The AOFM will regularly review the working arrangements of casuals to assess if they are genuinely performing irregular or intermittent duties.
91. Remuneration for casual employees will be on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in Attachment A of this agreement.
92. 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.
93. 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.
94. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

## **Non-ongoing employment**

95. A non-ongoing employee is defined in the definitions section.
96. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
  - 96.1 personal/carer's leave accrual at clause 182 to 185.2;
  - 96.2 redundancy provisions at clauses 406 to 410, subject to clause 97.
97. If the non-ongoing employee's contract is not permitted by section 333E of the *Fair Work Act 2009*, then the redundancy provisions at clauses 406 to 410 will apply.
98. If the redundancy provisions apply to an employee under clause 97, the agency must adhere to the consultation requirements at Section 10 of this agreement.

## **Working hours**

99. The ordinary hours of work for a full-time employee are 37.5 hours per week, but employees will meet reasonable requests for duty where circumstances require the AOFM to meet important business deadlines and other constraints.
100. The span of working hours is from Monday to Friday, from 7am to 7pm. The AOFM may agree to vary the span of hours for an employee in accordance with clauses 117 to 144 of this agreement.

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

101. The AOFM does not offer Flex-time to APS level classifications, and instead makes available TOIL under clauses 102 to 108 to employees at all levels. Overtime is also available to APS classification level employees in certain situations.

## **TOIL**

102. AOFM employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
103. Employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the AOFM.
104. 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.
105. The working arrangements for an employee should be agreed through discussion between the manager and the 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.
106. An employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the employee and their manager.

107. 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.
108. Requests from employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

## **Overtime**

109. Generally, TOIL will be the usual method used to compensate AOFM employees for working additional hours or longer hours than can reasonably be expected. However:
  - 109.1 where an APS classification level employee is requested to work additional hours on a weekend or public holiday, overtime is payable instead of the provision of TOIL. The entitlement to overtime applies only where the employee has received documented prior approval from the employee's manager to work additional hours on a weekend or public holiday.
110. APS classification level employees cannot be compelled to work beyond reasonable hours, and an APS classification level employee's health and wellbeing must be taken into account when requesting overtime be worked.
111. Overtime hours will be paid at the rate of time and a half of the employee's usual hourly rate of pay.
112. Where an employee is requested to work on a weekend or public holiday, payment for each separate overtime attendance will be for a minimum of an hour.
113. Where an APS level employee is directed to work overtime, the employee is entitled to an eight-hour break plus reasonable travel time before returning to work.
114. Travel time will not be paid as overtime.
115. Overtime payments do not accrue superannuation liability, additional Annual Leave or Long Service Leave.
116. Executive classification level employees do not have access to paid overtime.

## **Flexible working arrangements**

117. The AOFM, employees and their union recognise:
  - 117.1 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;
  - 117.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
  - 117.3 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;

- 117.4 that flexibility applies to all roles in the AOFM, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
  - 117.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
118. The AOFM is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the AOFM at all levels. This may include developing and implementing strategies through an AOFM consultative committee.
119. 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**

120. The following provisions do not diminish an employee's entitlement under the NES.
121. An employee may make a request for a formal flexible working arrangement.
122. The request must:
- 122.1 be in writing;
  - 122.2 set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
  - 122.3 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 *Fair Work Act 2009*.
123. The CEO must provide a written response to a request within 21 days of receiving the request.
124. The response must:
- 124.1 state that the CEO approves the request and provide the relevant detail in clause 123; or
  - 124.2 if following discussion between the AOFM 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
  - 124.3 state that the CEO refuses the request and include the following matters;
    - 124.3.1 details of the reasons for the refusal; and
    - 124.3.2 set out the agency's particular business grounds for refusing the request, explain how those grounds apply to the request; and
    - 124.3.3 either:
      - 124.3.3.1 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
      - 124.3.3.2 state that there are no such changes; and

124.3.4 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 *Fair Work Act 2009*, the dispute resolution procedures outlined in section 65B and 65C of the *Fair Work Act 2009*.

125. 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:

125.1 any security and work health and safety requirements;

125.2 a review date (subject to clause 129); and

125.3 the cost of establishment (if any).

126. The CEO may refuse to approve the request only if:

126.1 the AOFM has discussed the request with the employee; and

126.2 the AOFM 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

126.3 the AOFM and the employee have not reached such an agreement; and

126.4 the AOFM has had regard to the consequences of the refusal for the employee; and

126.5 the refusal is on reasonable business grounds.

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

127.1 the new working arrangements requested would be too costly for the AOFM;

127.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;

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

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

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

127.6 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.

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

129. Approved flexible working arrangements will be reviewed by the AOFM 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*

130. An employee may request to vary an approved flexible working arrangement in accordance with clause 122. An employee may request to pause or terminate an approved flexible working arrangement.
131. The CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 132.
132. 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.
133. Prior to the CEO varying, pausing or terminating the arrangement under clause 131, the AOFM must have:
- 133.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
  - 133.2 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);
  - 133.3 had regard to the consequences of the variation, pause or termination for the employee;
  - 133.4 ensured the variation, pause or termination is on reasonable business grounds; and
  - 133.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 124.3.

*Working from home*

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



### *Ad-hoc arrangements*

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

### *Altering span of hours*

144. 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 AOFM will not request or require that any employee alter their regular span of hours (bandwidth hours) under these provisions.

## **Part-time work**

145. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
146. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
147. Salary and access to entitlements (including the accrual of leave) of a part-time employee will be, unless otherwise provided in the agreement or relevant legislation or expense related, those of full-time employees but reduced on a pro-rata basis for the number of hours worked.

## **End of Year Stand Down**

148. Unless otherwise determined by the CEO for operational necessity, employees will absent themselves from duty on the three working days between Christmas Day and New Year's Day without deduction from annual leave credits.
149. Employees will be provided with paid time off between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work. For those employees whose normal work pattern would not have them attend for duty on those days no extra payment will be made.
150. Where an employee is absent on long service leave or parental leave, payment for End of Year Stand Down will be in accordance with the entitlement for that form of leave (for example, if the employee has taken long service leave at half pay, payment will be at half pay).

151. With the exception of long service leave and where required by legislation, there will be no deduction from paid leave credits for the End of Year Stand Down.
152. If an employee is directed to work on any of the 3 days between Christmas and New Year's Day that are not public holidays, then the employee is entitled to TOIL for the days worked.
153. Part-time employees whose normal work pattern would not have seen them attend for duty on the days between Christmas and New Year's Day will not be eligible for additional payment or leave.
154. An absence under clause 148 will count as service for all purposes.

## **Public holidays**

155. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the *Fair Work Act 2009*:
  - 155.1 1 January (New Year's Day);
  - 155.2 26 January (Australia Day);
  - 155.3 Good Friday and the following Monday;
  - 155.4 25 April (Anzac Day);
  - 155.5 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);
  - 155.6 25 December (Christmas Day);
  - 155.7 26 December (Boxing Day); and
  - 155.8 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.
156. 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.
157. 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.
158. 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 Nation's ceremonial leave, NAIDOC leave or cultural leave.
159. 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.

160. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is at half pay.)
161. 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 155.
162. An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
163. 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 days in TOIL in recognition of the planned day. off

## Section 6: Leave

### Annual leave

164. Employees (other than casual employees) are entitled to 4 weeks (20 days) paid annual leave per year of service, accruing daily, credited at least monthly. Annual leave for part-time employees accrues on a pro-rata basis.
165. Annual leave may be taken at half pay. Half-pay leave will reduce the Annual Leave balance by the relevant pro-rata amount.
166. Employees are not to carry Annual Leave balances of more than a year and a half's accrual (e.g. thirty (30) days for a full-time employee) without the approval of the CEO. Employees may be directed to take leave where Annual Leave balances are in excess of this limit.
167. The CEO may identify that certain positions and functions are vulnerable to fraud risk. From time to time the CEO may direct employees who occupy such positions or exercise such functions to take 10 consecutive days of Annual Leave. This direction may be made no more than once in any consecutive two year period.
168. Employees in receipt of compensation under the *Safety, Rehabilitation and Compensation Act 1988* for more than forty-five weeks will cease to accrue Annual Leave. Employees who are on a graduated return to work program and who have received compensation for a total of forty-five (45) weeks will accrue Annual Leave credits on a pro-rata basis for hours actually worked.
169. 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.
170. Employees will receive payment in lieu of any untaken annual leave upon separation from the APS.

### Annual Leave Cash Out Provisions

171. A written request to cash out Annual Leave can only be made where the cashing out would not result in the employee's remaining accrued entitlement to Annual Leave being less than 4 weeks (or twenty (20) days for a full-time employee);
172. The cash out amount will be equal to the amount that would have been payable to the employee had the employee taken the leave that the employee has forgone and will be paid in the next available pay cycle. The employee's Annual Leave balance will be reduced by the amount of leave cashed out.

### Purchased leave

173. By agreement, ongoing employees may purchase up to 20 days' leave in a year, with deductions from fortnightly salary in equal instalments over the course of the year, or a lesser period at the discretion of the employee.
174. Purchasing of annual leave is only available by written request and is at the discretion of the CEO.

175. The sum of accrued and purchased annual leave must not total more than 30 days without the approval of the CEO.

## **Personal/carer's leave**

### **Entitlement**

176. Employees will have a paid personal/carer's leave entitlement of 18 days each year, or a pro-rata number of days for part-time employees. Personal/carer's leave credits are cumulative.
177. Personal/carer's leave may be taken at half pay subject to CEO approval. When it is taken at half pay, deductions from leave credits will be halved.
178. Where an employee's entitlement to personal/carer's leave is exhausted, the CEO may approve additional leave as paid, unpaid or half pay leave and may determine conditions under which the leave will apply.
179. Consistent with the *Fair Work Act 2009*, if the employee has exhausted their entitlement to paid personal/carer's leave, the employee may take up to two days' unpaid carer's leave each time a member of the employee's family or household requires care or support because of a personal illness or injury of the member, or an unexpected emergency affecting the member.
180. Casual employees may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.

### **Crediting and accrual**

181. Ongoing employees will be credited 18 days personal/carer's leave upon commencement with the APS, or a pro-rata number of days for part-time employees. After 12 months (and subject to transitional arrangements), ongoing employees will accrue personal leave daily, credited at least monthly.
182. Non-ongoing employees will be credited personal/carer's leave upon commencement with the APS. This will be 18 days pro-rated based on the employee's initial contract period. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, subject to transitional arrangements, leave will accrue daily, credited at least monthly.
183. Employees in receipt of compensation for incapacity under the Safety, Rehabilitation and Compensation Act 1988 for more than 45 cumulative weeks will accrue personal leave credits on a pro-rata basis for hours actually worked.

### **Transitional arrangements**

184. The accrual method set out above will apply from when the transition to daily accrual of personal/carer's leave occurs. The AOFM will transition to the daily accrual method and (at least) monthly crediting of the leave by 1 January 2026.
185. Before the transition to daily accrual of personal/carer's leave:
- 185.1 ongoing employees will accrue annual personal/carer's leave credits in advance. The annual accrual date will be deferred by periods of leave not to count as service of more than 30 days in aggregate over the previous year; and

185.2 non-ongoing employees will accrue leave credits in advance, being 18 days pro-rated based on the employee's remaining contract period where it is less than 12 months; or 18 days where the remaining contract period is greater than 12 months. Credits will be reduced by any amounts of leave not to count as service .

186. Where an employee:

186.1 has, or cares for someone with, a chronic condition or other ongoing illness;

186.2 is recovering from surgery;

186.3 is pregnant; or

186.4 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**

187. Reasons for personal/carer's leave may include:

187.1 due to personal illness or injury;

187.2 to attend appointments with a registered health practitioner;

187.3 to manage a chronic condition; and/or

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

187.4.1 of a personal illness or injury affecting the other person; or

187.4.2 of an unexpected emergency affecting the other person.

### **Carers**

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

188.1 have a medical condition, including when they are in hospital;

188.2 have a mental illness;

188.3 have a disability;

188.4 are frail or aged;

188.5 are a child, not limited to a child of the employee.

### **Evidence**

189. An employee may be requested to provide evidence when the employee has been absent on personal leave for more than 3 consecutive working days;

190. Acceptable evidence includes:

190.1 a certificate from a registered health practitioner;

190.2 a statutory declaration;

190.3 another form of evidence approved by the CEO.

191. 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**

192. Where an employee moves into the AOFM 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.

193. Where an employee is engaged in the AOFM 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.

194. Where an employee is engaged as an ongoing employee in the AOFM, 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.

195. 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.

196. Where an employee is engaged as an ongoing employee in the AOFM, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 2), the CEO will recognise any unused accrued personal/carer's leave at the employee's request. The CEO will advise the employee of their ability to make this request.

197. Where an employee is engaged as an ongoing employee in the AOFM, 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.

198. For the purposes of this provision, an employee with a break in service of less than 2 months is considered to have continuity of service.

## **Leave without pay**

199. Where an employee takes unpaid leave for 30 calendar days or more over any twelve month period, this leave will not count towards accrual of Annual Leave.

200. Unauthorised leave does not count as service for any purpose.

201. Once Parental Leave becomes unpaid it no longer counts as service for any purpose, except for the purposes of salary progression as outlined at 32 to 39.

## Re-crediting of leave

202. When an employee is on:

- 202.1 annual leave; or
- 202.2 purchased leave; or
- 202.3 defence reservist leave;
- 202.4 First Nations ceremonial leave;
- 202.5 NAIDOC leave;
- 202.6 cultural leave; or
- 202.7 long service leave; and

becomes eligible for, under legislation or this agreement:

- 202.8 personal/carer's leave; or
  - 202.9 compassionate or bereavement leave; or
  - 202.10 jury duty; or
  - 202.11 emergency services leave; or
  - 202.12 leave to attend to family and domestic violence circumstances; or
  - 202.13 parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;
- the affected period of leave will be re-credited.

203. 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.

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

## Long service leave

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

206. 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 clause 202 to 204 of this Agreement.

## Miscellaneous leave

207. Leave entitlements under the National Employment Standards are available and, where not explicitly covered elsewhere in this Agreement, will be granted under miscellaneous leave.



208. The CEO may grant leave to an employee, either with or without pay, in circumstances not provided elsewhere in this agreement for a purpose the CEO considers to be in the interests of the AOFM or the employee, and having regard to operational requirements. This leave is approved on a case-by-case basis and does not accrue or accumulate (nor will it be paid out on termination).
209. Miscellaneous leave may be granted to casual employees for the purpose of family and domestic violence leave and to accommodate other Government directives.

## **Cultural, ceremonial and NAIDOC leave**

### **NAIDOC leave**

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

### **First Nations ceremonial leave**

212. 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.
213. The CEO may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
214. First Nations ceremonial Leave can be taken as part days.
215. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

### **Cultural leave**

216. 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.
217. The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
218. Cultural leave can be taken as part days.
219. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 212.

## **Parental leave**

220. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
221. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave up until 24 months from the date of the child's birth or placement (parental leave period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend to non-ongoing employment where the employment period remaining

is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.

- 222. 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.
- 223. 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**

- 224. An employee is entitled to parental leave with pay as per clauses 225 and 226 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.
- 225. Employees newly engaged in the agency or who have moved to the AOFM from another APS agency are eligible for the paid parental leave as per below 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 225 and 226, the balance is available to the employee.
- 226. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in **Table 1 below**.

*Table 1: Primary caregivers - circumstances for paid parental leave*

<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

- 227. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in **Table 2** below.

*Table 2: Secondary caregivers - circumstances for paid parental leave*

<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

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

228. **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.

229. **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.

230. **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**

231. 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:

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

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

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

232. 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**

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

234. A stillborn child is a child:

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

- 234.2 who has not breathed since delivery; and
- 234.3 whose heart has not beaten since delivery.

### **Pregnancy loss leave**

- 235. A pregnant employee who experiences, or an employee whose spouse or partner experiences, pregnancy loss is entitled to one weeks' paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.
- 236. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the *Fair Work Act 2009* and this agreement.

### **Premature birth leave**

- 237. 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**

- 238. 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 236 until after the legislated paid maternity leave is used.

### **Compassionate leave**

- 239. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
  - 239.1 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
  - 239.2 the employee or their partner has a miscarriage.
- 240. An employee may be asked to provide evidence to support their absences on compassionate leave.
- 241. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 242. For casual employees, compassionate leave is unpaid.

### **Bereavement leave**

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

- 243.2 a child is stillborn, where the child was a member of their family (including a member of their household).
244. An employee may be asked to provide evidence to support their absences on bereavement leave.
245. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
246. For casual employees, bereavement leave is unpaid.

## **Emergency response leave**

247. In line with section 108 of the *Fair Work Act 2009*, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:
- 247.1 the time engaged in the activity;
- 247.2 reasonable travelling time; and
- 247.3 reasonable recovery time.
248. 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 if required. The CEO may provide additional emergency response leave with pay.
- 248.1 For the purpose of this clause, full rate of pay is to be as if the employee was at work.
249. Paid leave may be refused where the employee's role is essential to the AOFM's response to the emergency.
250. 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.
251. The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training.
252. Emergency response leave, with or without pay, will count as service.

## **Jury duty**

253. 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.
254. Full and part-time employees will be released from duty on full pay. Payment for casuals will be as per the relevant state legislation.
- 254.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
255. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
256. 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 AOFM

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

## **Defence reservist leave**

257. The CEO will give an employee leave with or without pay to undertake:
- 257.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
  - 257.2 Australian Defence Force Cadet obligations.
258. An employee who is a Defence Reservist can take leave with pay for:
- 258.1 Up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
  - 258.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
259. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
260. An employee who is an Australian Defence Force Cadet officer or instructor in a Cadet Force can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
- 260.1 the Australian Navy Cadets;
  - 260.2 Australian Army Cadets; and
  - 260.3 Australian Air Force Cadets.
261. In addition to the entitlement at clause 258, 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.
262. Paid defence reservist leave counts for service.
263. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
264. Unpaid leave taken over 6 months counts as service, except for annual leave.
265. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

## **Defence service sick leave**

266. 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:
- 266.1 war-like service; or
  - 266.2 non-war like service.

267. An eligible employee can get 2 types of credits:
- 267.1 an initial credit of 9 weeks (45 days) defence service sick leave (pro-rata for part-time employment) will apply as at the following dates, whichever is later:
    - 267.1.1 they start employment with the APS; or
    - 267.1.2 DVA certifies the condition; and
  - 267.2 an annual credit of 3 weeks (15 days) defence service sick leave (pro-rata for part-time employees).
268. 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.
269. Unused annual credits can be built up to 9 weeks.
270. An employee cannot use annual credits until the initial credit is exhausted.
271. Defence service sick leave is paid and counts as service for all purposes.

### **Leave to attend proceedings**

272. 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.
273. An employee who is not covered under clause 272, 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 AOFM.
274. 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 or TOIL.
275. 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

276. 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.
277. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

### Vaccinations

278. The AOFM will offer annual influenza vaccinations at no cost to all employees.
279. Where the AOFM 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

280. 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 AOFM and will be accessible on paid time.

### Respect at work

#### Principles

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

283. 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

284. The AOFM will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
285. The AOFM recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
286. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.
287. 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:
  - 287.1 illness or injury affecting the employee resulting from family and domestic violence;
  - 287.2 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;
  - 287.3 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;
  - 287.4 making arrangements for the employee's safety, or the safety of a close relative;
  - 287.5 accessing alternative accommodation;
  - 287.6 accessing police services;
  - 287.7 attending court hearings;
  - 287.8 attending counselling; and
  - 287.9 attending appointments with medical, financial or legal professionals.
288. 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.
289. 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.
290. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
291. 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.
292. 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.
293. Evidence may be requested to support the AOFM 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 AOFM will require, unless the employee chooses to provide another form of evidence.

294. 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.
295. The AOFM will take all reasonable measures to treat information relating to family and domestic violence confidentially. The AOFM will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the AOFM may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
296. Where an AOFM needs to disclose confidential information for purposes identified in clause 294, where it is possible the AOFM will seek the employee's consent and take practical steps to minimize any associated safety risks for the employee and/or privacy breaches.
297. The AOFM 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.
298. 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.
299. The AOFM 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.
300. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

## **Integrity in the APS**

301. The AOFM 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 AOFM decisions.
302. Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the APS Code of Conduct in the *Public Service Act 1999*.
303. Employees can, during their ordinary work hours, take time to:
  - 303.1 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
  - 303.2 attend AOFM mandated training about integrity.

## **First Nations cultural competency training**

- 304. 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.
- 305. 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**

- 306. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
- 307. The AOFM will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 308. In considering whether a space is appropriate, an agency should consider whether:
  - 307.1 there is access to refrigeration;
  - 307.2 the space is lockable; and
  - 307.3 there are facilities needed for expressing such as appropriate seating.
- 308. Where it is not practicable for an agency site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
- 309. The AOFM will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- 310. 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.
- 311. Further information is available in policy.

## **Disaster support**

- 312. 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.
- 313. 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.

314. 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

- 315. Employees must participate in the AOFM's performance framework.
- 316. The AOFM's performance management policies and guidelines, as varied from time to time, set out performance management processes, including the responsibilities, rights and obligations of managers and employees in managing performance.
- 317. Salary advancement associated with performance will be undertaken in line with clauses 32 through 39.
- 318. The performance cycle runs from April to March each year with performance appraisals:
  - 318.1 once per year for Executive classification level employees in March;
  - 318.2 every six months for APS classification level employees in March and September.
- 319. Any salary rate change resulting from performance appraisals will apply from 1 April for appraisal periods ending in March; and 1 October for appraisal periods ending in September.
- 320. Salary advancement through a classification can only occur where an employee's performance is satisfactory and consistently meets the relevant standard, and will occur once per annum except for APS level employees where performance is appraised at a level higher than satisfactory.
- 321. An employee can only advance through the broadband where sufficient work is available at the higher classification level and the employee holds the necessary skills and proficiencies to perform the role successfully.

### Workloads

- 322. The AOFM 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.
- 323. When determining workloads for an employee or group of employees, the AOFM will consider the need for employees to strike a balance between their work and personal life.
- 324. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the AOFM and employee/s together must review the employees' workloads and priorities, and determine appropriate strategies to manage the impact on the employee or group of employees.

### Study assistance

- 325. Where an employee seeks to further their capabilities through education at a recognised institution, the CEO may grant access to study assistance. Study assistance may be granted to

undertake study towards a tertiary or post graduate qualification which is relevant to the work of the AOFM and contributes to the professional development of an employee.

326. In considering whether to approve study assistance, the following guiding principles will be considered:
- 326.1 relevancy to AOFM needs;
  - 326.2 alignment with identified skills and career development needs as identified in performance appraisals or development discussions;
  - 326.3 the employee's performance;
  - 326.4 where relevant, the impact of staff absences during study leave on the team's operations;
  - 326.5 course cost;
  - 326.6 potential for skills or knowledge transfer; and
  - 326.7 potential alternative ways to acquire skills and knowledge.
327. Study assistance may be granted in the form of study leave and/or financial assistance at the CEO's discretion, with the level of payment available dependent on the benefit to the AOFM. Study is grouped into:
- 327.1 Essential: a unit of study that is considered to be essential for the employee to meet their work commitments
  - 327.2 Highly desirable: a unit of study that is not considered to be essential, however will significantly enhance the employee's contribution to their current duties or their career in the AOFM
  - 327.3 Desirable: a unit of study that has relevancy in general to the staff member's contribution to the AOFM rather than meeting specific work needs.
328. Employees may be eligible for study leave of up to 3 days per unit of study (or equivalent) undertaken; and
- 328.1 Essential: Financial assistance of 100 per cent of course fees;
  - 328.2 Highly desirable: Financial assistance of 75 per cent of course fees;
  - 328.3 Desirable: Financial assistance of 50 per cent of course fees.
329. The AOFM will make an assessment on each unit in the course list for the qualification then decide on the level of support for the program of study as a whole.
330. The CEO may approve additional financial assistance in exceptional circumstances.
331. Approval of study assistance is granted for a prescribed period of either an academic semester or academic year depending on the proposed institution's enrolment periods.
332. Approval of study leave up to the cap of 3 days per unit of study will be commensurate with the proposed mode of study and study load, as agreed and documented at the commencement of study.

333. Study assistance (study leave and financial assistance) will not normally be granted for units that the student has previously failed or withdrawn from, except where the failure or withdrawal was due to extenuating circumstances.
334. Where an employee has accepted financial assistance for study and voluntarily leaves the AOFM within a two-year period from the commencement of a unit of study, the employee will be liable to repay the financial assistance amount for that unit of study on a pro-rata basis.
335. The AOFM will not pay for travel and accommodation costs for staff to attend in-person tuition or attend examinations.
336. Where study assistance approved under previous policy was more beneficial to the employee, the employee will continue to be paid under existing agreed arrangement.

## **Learning and development**

337. The AOFM Learning and Development Policy further supports the AOFM's commitment to learning and development for all employees.
338. The AOFM may fund professional development that relates to a qualification or skill that the AOFM considers as necessary for an employee to perform their role. This support may include technical skills or soft skills development, including through short non-award courses, conferences, industry fora or secondments or other short-term placements. The approval of funding is at the discretion of the CEO.

## Section 9: Travel and location-based conditions

### Travel

- 339. Travel for official business may be undertaken to fulfil legitimate business needs and to facilitate learning and development, where there is a clear and defensible link to business outcomes.
- 340. An employee must have prior written approval to undertake travel for official business and to commit expenditure in relation to that travel.

#### Recognition of travel time

- 341. An employee travelling for official business may be entitled to TOIL where that travel is required to be undertaken on a weekend or public holiday. For the avoidance of doubt, travel time will not be paid as overtime.
- 342. An employee travelling for official business is entitled to an 8-hour rest break from the time the employee returns home until the time the employee attends work or official business.

#### Part day travel allowance

- 343. Employees will use return flights on the day of the business commitment unless the commitment extends over two or more days, or there are practical reasons why travelling ahead, or staying over, is required.
- 344. Where an employee is required to travel for official business without an overnight stay, the employee will be entitled to a part day travel allowance (PDTA) of no less than \$40, and which is subject to taxation.

#### Travel expenditure

- 345. Expenses in relation to all business travel for transport, accommodation, meals and incidentals will either be incurred directly by AOFM (including through corporate credit card) and/or covered by way of a travel allowance payable to the employee.
- 346. Domestic travel allowance rates for overnight stays are those determined from time to time by the Commissioner of Taxation (Tax Determination TD 2023/2 as amended) as reasonable allowance amounts given an employee's remuneration, for the relevant tax year.
- 347. International travel allowance rates will be determined with reference to those determined by the Commissioner of Taxation from time to time as reasonable amounts, given an employee's remuneration, for the relevant year. International travel expenses must be acquitted following conclusion of a trip.
- 348. Where appropriate, the CEO may approve the payment or reimbursement for expenditure incurred in excess of the Commissioner of Taxation reasonable allowance amounts for travel expenditure.

#### Private Vehicle Use for Business Purposes

- 349. The use of a private vehicle for approved official travel interstate is subject to CEO approval.
- 350. Managers will ensure that the extra time required for travel by car will not impinge on work hours.



351. Private vehicle related travel expenses are reimbursed using the ATO cents per kilometre methodology, with payment capped at the lesser of cents per kilometre expenses; and the travel expenses that would otherwise apply (such as flights).
352. Additional travel time due to travel in a private vehicle will not be counted in the calculation of other travel allowances.
353. The AOFM will not accept liability for any accident or other losses arising from travel by private vehicle and employees are required to have comprehensive insurance coverage for the trip.

## **Relocation assistance**

354. Where an existing employee is required to relocate at the request of the AOFM (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.
355. Where an employee is required to relocate on engagement with the AOFM, the employee will be provided with financial relocation assistance.
356. Reasonable expenses associated with the relocation include:
  - 356.1 the cost of transport of the employee and their dependants and partner by the most economical means;
  - 356.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
  - 356.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
  - 356.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
357. Additional relocation assistance may be considered by CEO discretion.

# Section 10: Consultation, representation and dispute resolution

## Consultation

### Principles

358. 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.
359. The AOFM recognises:
- 359.1 the importance of inclusive and respectful consultative arrangements;
  - 359.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - 359.3 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;
  - 359.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - 359.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
360. Genuine and effective consultation involves:
- 360.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
  - 360.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
  - 360.3 considering feedback from employees and the relevant union(s) in the decision-making process; and
  - 360.4 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

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

- 361.3 major change that is likely to have a significant effect on employees;
  - 361.4 implementation of decisions that significantly affect employees;
  - 361.5 changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
  - 361.6 other workplace matters that are likely to significantly or materially impact employees.
362. The AOFM, 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**

363. This clause applies if the AOFM:
- 363.1 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
  - 363.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

**Representation**

364. 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.
365. The AOFM must recognise the representative if:
- 365.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - 365.2 the employee or employees advise the employer of the identity of the representative.

**Major change**

366. In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:
- 366.1 the termination of the employment of employees; or
  - 366.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - 366.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 366.4 the alteration of hours of work; or
  - 366.5 the need to retrain employees; or

- 366.6 the need to relocate employees to another workplace; or
- 366.7 the restructuring of jobs.
- 367. The following additional consultation requirements in clause 368 to 374 apply to a proposal to introduce a major change referred to in clause 361.3.
- 368. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 362.
- 369. Where practicable, an AOFM 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.
- 370. The AOFM must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
- 371. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 361.3 the AOFM must:
  - 371.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
    - 371.1.1 the proposed change;
      - 371.1.1.1 the effect the proposed change is likely to have on the employees; and
      - 371.1.1.2 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
    - 371.1.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
      - 371.1.2.1 all relevant information about the proposed change, including the nature of the change proposed; and
      - 371.1.2.2 information about the expected effects of the proposed change on the employees; and
      - 371.1.2.3 any other matters likely to affect the employees.
- 372. The AOFM 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.
- 373. However, the AOFM is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
- 374. 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 AOFM, the requirements set out in clauses 368 to 373 are taken not to apply.

**Change to regular roster or ordinary hours of work**

- 375. The following additional consultation requirements in clauses 376 to 379 apply to a proposal to introduce a change referred to in clause 361.5.

376. The AOFM must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
377. As soon as practicable after proposing to introduce the change, the AOFM must:
- 377.1 discuss with employees and the relevant union(s) and/or other recognised representatives the proposed introduction of the change; and
  - 377.2 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
    - 377.2.1 all relevant information about the proposed change, including the nature of the proposed change; and
    - 377.2.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
    - 377.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - 377.3 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).
378. However, the AOFM is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
379. The AOFM 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**

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

#### **Agency consultative committee**

381. The CEO may establish an agency consultative committee to discuss relevant workplace matters.
382. If established, the AOFM consultative committee will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.

#### **APS consultative committee**

383. 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

384. If a dispute relates to:
- 384.1 a matter arising under the agreement; or
  - 384.2 the National Employment Standards;
- this term sets out procedures to settle the dispute.
385. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
386. 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.
387. 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.
388. 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 387 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
389. The Fair Work Commission may deal with the dispute in 2 stages:
- 389.1 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
  - 389.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - 389.2.1 arbitrate the dispute; and
    - 389.2.2 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.*
390. While the parties are attempting to resolve the dispute using the procedures in this term:
- 390.1 an employee must continue to perform their work as they would normally in accordance with established custom and practice at the AOFM that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
  - 390.2 subject to 390.1, 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:
    - 390.2.1 the work is not safe; or

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

- 391. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
- 392. Any disputes arising under the Australian Office of Financial Management (AOFM) Enterprise Agreement 2015-2018 or the National Employment Standards that were formally notified under clause 8.3 of that agreement before the commencement of this Agreement, that remain unresolved at the date of commencement of this Agreement, will be progressed under the dispute resolution procedures in this Agreement.

#### **Leave of absence to attend proceedings**

- 393. Where the provisions of clauses 384 to 392 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 385, 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 388.

#### **Delegates' rights**

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

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

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

399. Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.
400. To support the role of union delegates, the AOFM will, subject to legislative and operational requirements, including privacy and security requirements:
- 400.1 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;
  - 400.2 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;
  - 400.3 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.
  - 400.4 provide access to new employees as part of induction; and
  - 400.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
401. Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or AOFM before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.



# Section 11: Separation and retention

## Resignation and retirement

- 402. An employee may resign from their employment by giving the CEO at least 14 calendar days' notice.
- 403. 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.
- 404. 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

- 405. 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 requirement 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 redundancy

- 406. Clauses 407 to 410 apply only to ongoing employees who are not serving a probationary period.
- 407. If the CEO determines that an employee is excess to AOFM requirements, the CEO may, after having given the employee a minimum four weeks of notice in writing, or five weeks of notice if the employee is over 45 years of age and has completed at least two years of continuous service with the APS:
  - 407.1 redeploy the employee at the same, or a lower, classification; or
  - 407.2 terminate the employee's employment.
- 408. An employee terminated under section 29(3)(a) of the *Public Service Act 1999* is entitled to:
  - 408.1 an amount of two (2) weeks base salary for every year of service within the APS, with a proportionate amount for any incomplete year of service, up to a maximum of 48 weeks, subject to any minimum amount the employee is entitled to under the National Employment Standards;
  - 408.2 an amount equal to accrued Annual Leave entitlements;
  - 408.3 superannuation entitlements subject to the terms of the relevant superannuation scheme; and

- 408.4 reasonable costs (as judged by the CEO) for outplacement and financial counselling in relation to the acceptance of an offer of voluntary retirement.
409. Where the employee has less than twenty-four (24) years full-time service, redundancy pay will be calculated on a pro-rata basis for any periods of part-time service.
410. For the purposes of clause 407, an employee is an excess employee if:
- 410.1 the employee is included in a class of employees employed in AOFM, which class comprises a greater number of employees than is necessary for the efficient and economical working of AOFM;
  - 410.2 the services of the employee cannot be effectively used because of technological or other changes in the work methods of the agency or changes in the nature, extent or organisation of the functions of AOFM; or
  - 410.3 the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the CEO has determined that the provisions of clauses 407 to 410 apply to that employee.

### **Termination for serious misconduct**

411. Nothing in this Agreement prevents AOFM from terminating the employment of an employee for breaching the APS Code of Conduct, without further notice or payment in lieu of notice, in accordance with the *Fair Work Act 2009* and associated regulations dealing with serious misconduct, and the *Public Service Act 1999*.

### **Notice of termination**

412. The CEO will provide employees with 4 weeks' notice of termination in writing.
413. The notice period is increased by one (1) week where the employee:
- 413.1 is over 45 years of age; and
  - 413.2 has completed at least two (2) years of continuous service with the APS.
414. The CEO may elect to pay an employee in lieu of all or part of the required notice period.

## Attachment A – Base salaries

	Classification	Percent of Grade Rate	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	
AOFM 1	APS1	80	\$53,310	\$55,442	\$57,548	\$59,505	
		82.5	\$54,976	\$57,174	\$59,346	\$61,364	
		85	\$56,641	\$58,907	\$61,145	\$63,224	
		87.5	\$58,307	\$60,639	\$62,943	\$65,083	
	APS2	90	\$59,973	\$62,372	\$64,742	\$66,943	
		92.5	\$61,639	\$64,104	\$66,540	\$68,802	
		95	\$63,305	\$65,837	\$68,338	\$70,662	
		97.5	\$64,971	\$67,569	\$70,137	\$72,521	
	APS3	100	\$66,637	\$69,302	\$71,935	\$74,381	
		80	\$70,146	\$72,951	\$75,723	\$78,298	
		82.5	\$72,338	\$75,231	\$78,090	\$80,744	
		85	\$74,530	\$77,511	\$80,456	\$83,191	
	APS4	87.5	\$76,722	\$79,790	\$82,822	\$85,638	
		90	\$78,914	\$82,070	\$85,189	\$88,085	
		92.5	\$81,106	\$84,350	\$87,555	\$90,532	
		95	\$83,298	\$86,630	\$89,921	\$92,978	
	AOFM 2	APS5	97.5	\$85,490	\$88,909	\$92,288	\$95,425
			100	\$87,682	\$91,189	\$94,654	\$97,872
			80	\$85,333	\$88,746	\$92,118	\$95,250
			82.5	\$87,999	\$91,520	\$94,997	\$98,227
85			\$90,666	\$94,293	\$97,876	\$101,204	
87.5			\$93,333	\$97,066	\$100,755	\$104,180	
90			\$95,999	\$99,840	\$103,633	\$107,157	
92.5			\$98,666	\$102,613	\$106,512	\$110,133	
APS6		95	\$101,333	\$105,386	\$109,391	\$113,110	
		97.5	\$103,999	\$108,160	\$112,269	\$116,086	
		100	\$106,666	\$110,933	\$115,148	\$119,063	
		80	\$104,296	\$108,468	\$112,590	\$116,418	
		82.5	\$107,555	\$111,858	\$116,108	\$120,056	
		85	\$110,815	\$115,247	\$119,626	\$123,694	
		87.5	\$114,074	\$118,637	\$123,145	\$127,332	
		90	\$117,333	\$122,027	\$126,663	\$130,970	
EL1		92.5	\$120,592	\$125,416	\$130,182	\$134,608	
		95	\$123,852	\$128,806	\$133,700	\$138,246	
		97.5	\$127,111	\$132,195	\$137,219	\$141,884	
		100	\$130,370	\$135,585	\$140,737	\$145,522	
	80	\$139,145	\$144,710	\$150,210	\$155,317		
	82.5	\$143,493	\$149,233	\$154,904	\$160,170		
	85	\$147,841	\$153,755	\$159,598	\$165,024		
	87.5	\$152,190	\$158,277	\$164,292	\$169,878		
90	\$156,538	\$162,799	\$168,986	\$174,731			
92.5	\$160,886	\$167,321	\$173,680	\$179,585			
95	\$165,234	\$171,844	\$178,374	\$184,439			
97.5	\$169,583	\$176,366	\$183,068	\$189,292			
100	\$173,931	\$180,888	\$187,762	\$194,146			

<b>AOFM 3</b>	EL2 Practice Leader	80	\$202,756	\$210,866	\$218,879	\$226,321
		82.5	\$209,092	\$217,456	\$225,719	\$233,393
		85	\$215,428	\$224,046	\$232,559	\$240,466
		87.5	\$221,764	\$230,635	\$239,399	\$247,538
		90	\$228,101	\$237,225	\$246,239	\$254,611
		92.5	\$234,437	\$243,814	\$253,079	\$261,683
		95	\$240,773	\$250,404	\$259,919	\$268,756
		97.5	\$247,109	\$256,993	\$266,759	\$275,828
		100	\$253,445	\$263,583	\$273,599	\$282,901
<b>AOFM 4</b>	EL2 Director	80	\$272,698	\$283,606	\$294,383	\$304,392
		82.5	\$281,220	\$292,469	\$303,583	\$313,904
		85	\$289,742	\$301,332	\$312,782	\$323,417
		87.5	\$298,264	\$310,195	\$321,982	\$332,929
		90	\$306,786	\$319,057	\$331,181	\$342,441
		92.5	\$315,308	\$327,920	\$340,381	\$351,953
		95	\$323,829	\$336,783	\$349,580	\$361,466
		97.5	\$332,351	\$345,645	\$358,780	\$370,978
		100	\$340,873	\$354,508	\$367,979	\$380,490

Grade rate means the maximum salary for the relevant classification, being 100 per cent.



The **AOFM Enterprise Agreement 2024-2027** is made and approved under section 172 of the *Fair Work Act, 2009*. It is an enterprise agreement between the AOFM and its employees whose employment is subject to the Agreement.

Full name	Anna-Maree Hughes
Address	Treasury Building Langton Crescent Parkes ACT 2600
Authority to sign the agreement	Employing authority authorized under item 2 of Schedule 6.3 of the <i>Fair Work Regulations, 2009</i>

**Bargaining Representatives**

Full name	Michael Paul Bath	Full name	Troy Hughes
Address	Treasury Building Langton Crescent Parkes ACT 2600	Address	Treasury Building Langton Crescent Parkes ACT 2600
Authority to sign the agreement	Appointed as a bargaining representative of an employee who will be covered by the agreement under sub-section 176(1)(c) of the <i>Fair Work Act, 2009</i>	Authority to sign the agreement	Appointed as a bargaining representative of an employee who will be covered by the agreement under sub-section 176(1)(c) of the <i>Fair Work Act, 2009</i>

Full name	Rochelle Chand	Full name	Peter Fogarty
Address	Treasury Building Langton Crescent Parkes ACT 2600	Address	Treasury Building Langton Crescent Parkes ACT 2600
Authority to sign the agreement	Appointed as a bargaining representative of an employee who will be covered by the agreement under sub-section 176(1)(c) of the <i>Fair Work Act, 2009</i>	Authority to sign the agreement	Appointed as a bargaining representative of an employee who will be covered by the agreement under sub-section 176(1)(c) of the <i>Fair Work Act, 2009</i>