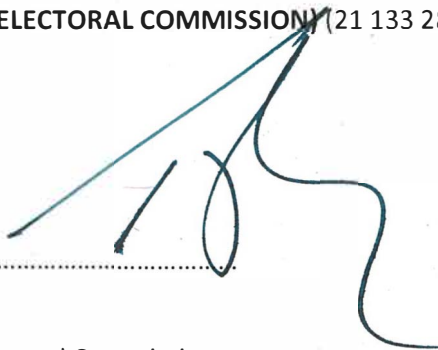


Australian Electoral Commission Enterprise Agreement 2024-2027

Signatories

Signed for and on behalf of the **COMMONWEALTH OF AUSTRALIA (AS REPRESENTED BY THE AUSTRALIAN ELECTORAL COMMISSION)** (21 133 285 851)



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Australian Electoral Commissioner
10 Mort Street, Canberra, ACT 2601

Signed for and on behalf of the **COMMUNITY AND PUBLIC SECTOR UNION**



Melissa Payne
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45-58 Foveaux Street, Surry Hills, NSW 2010

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Section 1: Technical matters

Title

1. This agreement will be known as the Australian Electoral Commission Enterprise Agreement 2024-2027.

Parties to the agreement

2. This agreement covers:
 - 2.1 the Electoral Commissioner, for and on behalf of the Commonwealth of Australia as the employer;
 - 2.2 all Employees in the Australian Electoral Commission (AEC) employed under the PS Act other than Senior Executive Service employees or equivalent; and
 - 2.3 subject to notice being given in accordance with section 183 of the FW Act, the Community and Public Sector Union, which was a bargaining representative for this agreement.

Operation of the agreement

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

Delegations

5. The Electoral Commissioner may delegate to or authorise any person to perform any or all of the Electoral Commissioner'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 AEC 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 AEC 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;
 - 10.1.6 leave and leave loading; and
 - 10.2 the arrangement meets the genuine needs of the AEC and employee in relation to one or more of the matters mentioned in clause 10.1; and
 - 10.3 the arrangement is genuinely agreed to by the AEC and employee.
11. The AEC must ensure that the terms of the individual flexibility arrangement:
 - 11.1 are about permitted matters under section 172 of the FW Act;
 - 11.2 are not unlawful terms under section 194 of the FW Act; and
 - 11.3 result in the employee being better off overall than the employee would be if no arrangement was made.
12. The AEC must ensure that the individual flexibility arrangement:
 - 12.1 is in writing;
 - 12.2 includes the name of the AEC and employee;
 - 12.3 is signed by the AEC and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - 12.4 includes details of:
 - 12.4.1 the terms of the enterprise agreement that will be varied by the arrangement;
 - 12.4.2 how the arrangement will vary the effect of the terms;
 - 12.4.3 how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - 12.5 states the day on which the arrangement commences.

13. The AEC must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
14. The AEC 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 AEC and employee agree in writing – at any time.
15. The AEC and employee are to review the individual flexibility arrangement at least every 12 months.

Political neutrality

16. Political neutrality is an inherent requirement for all employees.
17. Employees must at all times, in connection with their employment, maintain political neutrality and not engage publicly in any political affairs.

Definitions

18. The following definitions apply to this agreement:

AEC means the Australian Electoral Commission.

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

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

Agreement means the Australian Electoral Commission 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 their ordinary hours.

Base rate of pay means the rate of pay payable to an employee for their ordinary hours of work and does not include incentive based payments and bonuses, loadings, monetary allowances (except higher duties allowance), overtime or penalty rates, and/or any other separately identifiable amounts.

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

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

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

CE Act means the *Commonwealth Electoral Act 1918* as amended from time to time.

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

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

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

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

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

Division means an Electoral Division for the election of a member of the House of Representatives (s4 of the CE Act).

Electoral Commissioner means the Chief Executive Officer of the AEC referred to in section 18 of the CE Act, or their delegate as the context permits.

Emergency Duty means when an employee is directed to return to duty to meet an emergency, outside the bandwidth, without prior notice.

Employee means an employee of the Commonwealth engaged under section 22(2) of the PS Act who is covered by this agreement (whether full-time, part-time or casual, ongoing or non-ongoing).

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

Entry Level Program means a program for employees new to the APS, developed by either the AEC or other APS agency, which require successful completion of program outcomes, in addition to undertaking duties with the AEC.

Evidence means information provided to support the claim of an entitlement under this agreement that would satisfy a reasonable person. This may include, but is not limited to, a medical certificate, an invoice or receipt, or statutory declaration, as the context requires.

Family means:

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

employee;

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

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

Full-time employee means an employee employed to work an average of 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.

Incremental advancement is the movement through salary increments within the salary range for a classification.

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

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

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

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

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

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

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

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

Part-time employee means an employee whose ordinary hours are less than 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.

Registered health practitioner means a person who is registered or licenced as a health practitioner (or a health practitioner of a particular type) under a law of a State or Territory.

Relevant employee means an affected employee.

RMP Act means the *Referendum (Machinery Provisions) Act 1984* as amended from time to time.

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.

Settlement period means 4 calendar weeks commencing on payday Thursday and ceasing on the Wednesday before payday 4 weeks later. This equates to 150 ordinary hours for full time employees (pro-rata for part-time employees).

Shiftworker means an employee who is rostered to perform their ordinary hours outside the bandwidth, including public holidays and Christmas closedown, for an ongoing or fixed period. A **fixed term shiftworker** is an employee who is rostered to perform their ordinary hours as a shiftworker for a fixed period of at least 2 weeks, but less than 6 months. A **Permanent shiftworker** is an employee who is rostered regularly to perform their ordinary hours of work as a shiftworker on a permanent basis.

Section 2: Remuneration

Salary

19. Salary rates will be as set out in Attachment A – Base salaries of this agreement.
20. The base salary rates in Attachment A – Base salaries include the following increases:
 - 20.1 4.0 per cent from the first full pay period on or after 1 March 2024 (14 March 2024);
 - 20.2 3.8 per cent from the first full pay period on or after 1 March 2025 (13 March 2025);
and
 - 20.3 3.4 per cent from the first full pay period on or after 1 March 2026 (12 March 2026).
21. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the base salary rates in Attachment A – Base salaries were calculated based on base salary rates as at 31 August 2023.

Payment of salary

22. 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

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

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

Salary on reduction

30. The Electoral Commissioner may determine the salary of an employee where that employee is reduced to a lower classification, either on request or reassignment on a temporary or ongoing basis, having regard to the experience, qualifications and skills of the employee, and the circumstances under which the reduction occurred.

Salary sacrifice arrangements

31. Employees may elect to sacrifice salary for other benefits in accordance with relevant taxation legislation.
32. Where an employee elects to participate in a salary sacrifice arrangement their salary will be determined as if the salary sacrifice arrangements had not been entered into.
33. All costs, including any fringe benefits tax and administrative costs incurred as a result of the salary sacrifice arrangement, will be met by the employee.

Incremental advancement

34. Employees will be eligible for incremental advancement in accordance with clauses 35 to 44 of this agreement.
35. Any incremental advancement will become effective from 1 July each year.
36. The Electoral Commissioner may determine that an employee is eligible for incremental advancement where an employee does not satisfy the circumstances in clauses 39 and 43.
37. The Electoral Commissioner may determine that an employee is eligible for accelerated incremental advancement at any time in the performance cycle.

Advancement at substantive classification

38. Subject to clause 39, employees with salaries below the highest increment in their substantive classification will advance one increment.
39. An employee will be eligible for incremental advancement at their substantive classification only if they:
 - 39.1 have 3 months of aggregate eligible service with the AEC at or above the relevant classification and increment during the most recent annual performance cycle; and

- 39.2 received a performance rating of 'meets expectations' at the end of the most recent annual performance cycle.
- 40. For the purposes of clause 39, eligible service will include:
 - 40.1 periods of paid leave and unpaid parental leave;
 - 40.2 periods of unpaid leave that count as service; and
 - 40.3 service while employed on a non-ongoing basis.
- 41. 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.

Advancement when in receipt of higher duties allowance

- 42. Subject to clause 43, employees who, in the relevant performance cycle, performed duties at a classification in which they received higher duties allowance will advance one increment at that classification.
- 43. An employee will be eligible for incremental advancement at the classification in which they received higher duties allowance only if they:
 - 43.1 have performed duties at that classification for an aggregate period of 6 months of eligible service or more during the relevant performance cycle; and
 - 43.2 have received a performance rating of 'meets expectations' at the end of the most recent annual performance cycle in relation to their duties at that classification.
- 44. An employee whose increment is advanced in accordance with clauses 42 and 43 is entitled to be paid at that increment for any subsequent period in which they perform duties at the relevant classification, including on promotion to that classification, regardless of elapsed time.

Ineligibility for Incremental Advancement

- 45. The following employees are ineligible for incremental advancement as outlined in clauses 34 to 44:
 - 45.1 non-ongoing employees who have less than 6 months of aggregate eligible service in the AEC at or above the relevant classification and increment during the most recent annual performance cycle;
 - 45.2 casual employees;
 - 45.3 employees participating in an Entry Level Program;
 - 45.4 employees within their first 12 months of participation in the AEC graduate program;
 - 45.5 employees who receive a rating of 'requires development' at the end of the most recent annual performance cycle;
 - 45.6 employees who are participating in a performance improvement process in accordance with clauses 412 to 414.

Superannuation

- 46. The AEC will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 47. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
- 48. The AEC will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the AEC's payroll system.

Method for calculating superannuation salary

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

Payment during unpaid parental leave

- 52. 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

- 53. An overpayment occurs if the Electoral Commissioner (or the AEC) 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).
- 54. Where the Electoral Commissioner considers that an overpayment has occurred, the Electoral Commissioner will provide the employee with notice in writing. The notice will provide details of the overpayment.
- 55. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Electoral Commissioner 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.
- 56. If after considering the employee's response (if any), the Electoral Commissioner confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the AEC in full by the employee.
- 57. The Electoral Commissioner and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the

employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.

58. The AEC and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
59. Interest will not be charged on overpayments.
60. Nothing in clauses 53 to 59 prevents:
 - 60.1 the AEC from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013* (PGPA Act); or
 - 60.2 the AEC from pursuing recovery of the debt through other available legal avenues; or
 - 60.3 the employee or the AEC from seeking approval to waive the debt under the PGPA Act.

Supported wage system

61. An employee can get a percentage of the relevant pay rate for their classification in line with their assessed capacity to do the work if they:
 - 61.1 have a disability;
 - 61.2 meet the criteria for a Disability Support Pension; and
 - 61.3 are unable to perform duties to the capacity required.

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

Section 3: Allowances and reimbursements

Community language allowance

62. A community language allowance will be paid where the Electoral Commissioner 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 Electoral Commissioner. Further information is included in policy.
63. The allowance is paid in accordance with the employee's level of competency outlined in **Table 1** below.

Table 1: Community language allowance rates

Rate	Standard	Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
1	An employee who has adequate language skills, as determined by an individual or body approved by the Electoral Commissioner, 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 Electoral Commissioner.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

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

Emergency duty allowance

68. An APS 1-6 employee who is not on-call and is directed by the Electoral Commissioner to perform emergency duty, will be paid double time for all hours worked, including any necessary travel time. The minimum payment for such work will be 3 hours.

Higher duties allowance

- 69. 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.
- 70. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the Electoral Commissioner.
- 71. 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.
- 72. Where an employee is assigned only part of the higher duties, the Electoral Commissioner will determine the amount of allowance payable.
- 73. 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.
- 74. The Electoral Commissioner may shorten the qualifying period for higher duties allowance on a case-by-case basis.

Multiple divisional site management allowance

- 75. Subject to clause 76, an employee directed by the Electoral Commissioner to perform the full duties of a Divisional Office Manager for 2 or more Divisions, at 2 or more locations, for 2 or more continuous working weeks will receive a total gross payment of \$106 for each completed 10 days of work.
- 76. Any paid or unpaid leave taken during a period in which the employee is directed in accordance with clause 75 will not count as a day(s) of work for the purpose of calculating this payment unless the Electoral Commissioner approves otherwise.

On-call allowance

- 77. An allowance will be paid to APS 1-6 employees directed by the Electoral Commissioner to be contactable, fit and available to work for a specified period outside the bandwidth (on-call).
- 78. Subject to clause 77, the rates in **Table 2** below will apply for each hour an employee is required to be on-call, calculated as a percentage of the employee's hourly base rate of pay.

Table 2: On-call allowance rates

Period	On-call rate
Monday to Friday	7.5%
Weekends	10%
Public holidays and Christmas closedown	15%

Payment for APS level employees required to perform duties while in receipt of the on-call allowance

79. Where an on-call employee is required to perform duties after taking a call, overtime rates will be paid in accordance with clause 166 for the hours in which they perform work. The minimum payment for overtime purposes will be 3 hours.
80. For the purposes of clause 79, an employee is considered to have started performing work from when they commence work, after taking a call. This will include reasonable travel time, should the employee be required to travel.
81. The Electoral Commissioner may approve payment of an on-call allowance, and any subsequent overtime payment for work resulting from a call, to an Executive Level (EL) employee in exceptional circumstances.
82. Subject to clause 81, the highest pay increment for an APS 6 will be used for the purpose of calculating the on-call allowance.
83. An employee will cease receiving an on-call allowance when they commence work in accordance with clause 79. In circumstances where there is a conflict between the on-call allowance and another entitlement, the more beneficial entitlement will apply. For example, an employee who commences work half-way through the hour will be paid overtime for that hour, instead of the on-call allowance.

Overtime meal allowance

84. An employee will be paid an overtime meal allowance when they are directed by the Electoral Commissioner to:
 - 84.1 work overtime for a continuous period to the completion of, or beyond, a meal period; and
 - 84.2 they have taken take an unpaid meal break of at least 30 minutes duration in accordance with clause 133.2, (this may occur immediately after the employee finishes work if the employee has not had the opportunity to take an unpaid meal break).
85. A meal period for the purposes of clause 84 means any of the following periods:
 - 85.1 7am to 9am; or
 - 85.2 12pm to 2pm; or
 - 85.3 6pm to 7pm; or
 - 85.4 12am to 1am.
86. Overtime meal allowance is payable only in relation to actual additional hours worked and not where a minimum overtime payment in effect pays an employee for a period that spans a meal break.
87. Subject to clause 84, an EL employee is eligible to receive an overtime meal allowance, regardless of whether overtime has been paid or not.

88. Overtime meal allowance will be paid in accordance with the applicable Australian Taxation Office Determination.
89. The Electoral Commissioner may authorise the advance payment of a meal allowance through petty cash in emergency situations.

Professional allowance

90. The Electoral Commissioner, subject to evidence, will reimburse an employee for costs specifically related to improving or maintaining an employee's qualifications, professional membership, accreditations, or skills that are essential to their current duties.

Reimbursement for loss or damage

91. The Electoral Commissioner, subject to evidence, may reimburse an employee for loss or damage to clothing or personal effects that occurred in the course of their duties.

Workplace responsibility allowances

92. A workplace responsibility allowance will be paid where the AEC has appointed or where an employee has been elected by eligible peers to one of the following roles:
 - 92.1 First Aid Officer;
 - 92.2 Health and Safety Representative;
 - 92.3 Emergency Warden;
 - 92.4 Harassment Contact Officer; and
 - 92.5 Mental Health First Aid Officer.
93. An employee is not to receive more than one workplace responsibility allowance unless approved by the Electoral Commissioner due to operational requirements.
94. The workplace responsibility allowance rates are provided in **Table 3** below.

Table 3: Workplace responsibility allowance rates

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

95. As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the rates in the table above.
96. The full allowance is payable regardless of flexible work and part-time arrangements.
97. 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.

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

Section 4: Classifications and broadbands

Graduates

- 99. The AEC maintains a graduate broadband from the APS 3 to APS 5 classification.
- 100. AEC graduates recruited to participate in the AEC's graduate program commence at the minimum increment of the APS 3 classification unless otherwise determined by the Electoral Commissioner.

Broadband advancement

- 101. Within the first 12 months of employment, advancement within the graduate broadband may occur when the Electoral Commissioner is satisfied the graduate has:
 - 101.1 successfully completed probation;
 - 101.2 successfully completed the graduate development requirements set by the AEC;
 - 101.3 demonstrated the necessary skills and proficiency to perform the work at the higher classification; and
 - 101.4 there is sufficient work available at the higher classification.
- 102. Within 12 months of having advanced in accordance with clause 101, advancement within the graduate broadband may occur when the Electoral Commissioner is satisfied the graduate has:
 - 102.1 received a performance rating of 'meets expectations' at the end of the most recent annual performance cycle;
 - 102.2 demonstrated the necessary skills and proficiency to perform the work at the higher classification; and
 - 102.3 there is sufficient work available at the higher classification.

Entry level programs

Cadets

- 103. An employee engaged as a Cadet APS will undertake a cadet development program as determined by the Electoral Commissioner. Cadet APS will be paid a percentage of the minimum point of the APS 1 classification as follows:
 - 103.1 100% when undertaking work experience or development; or
 - 103.2 60% when undertaking full-time study.
- 104. The Electoral Commissioner, subject to evidence, may reimburse a Cadet APS for the purchase of compulsory books and any other equipment required for their studies.
- 105. On successfully completing the cadet development program, the Electoral Commissioner will assign final duties and determine a pay increment at the APS 3 classification having regard to:

- 105.1 work availability at that classification;
- 105.2 a work value assessment;
- 105.3 the cadet's skills and experience; and
- 105.4 the cadet's overall performance as a cadet.

Trainees

- 106. An employee engaged as a Trainee APS (Administrative), to undertake a traineeship with the AEC, will be paid at the minimum point of the APS 1 classification. On the successful completion of the required training and development activities, trainees will move to the APS 1 classification and immediately advance to the APS1.2 pay point.

Lawyers

- 107. Subject to clause 109, the Electoral Commissioner may designate a position as a government lawyer, senior government lawyer, or principal government lawyer position (Legal Positions) for the provision of internal legal services to the AEC by employees.
- 108. The Electoral Commissioner will determine the appropriate Legal Position pay increment within an APS classification in accordance with Attachment A – Base salaries, having regard to the employee's skills and experience as a lawyer.
- 109. Unless the Electoral Commissioner determines otherwise, an employee cannot be assigned to a Legal Position unless the employee:
 - 109.1 has been awarded a degree in law from an Australian tertiary institution or a comparable overseas qualification; and
 - 109.2 is admitted as an Australian Legal Practitioner, however described, of the High Court or the Supreme Court of an Australian State or Territory; and
 - 109.3 holds a current practising certificate issued by the ACT Law Society.
- 110. An employee engaged in a Legal Position is entitled to payment or reimbursement of formal training and practising costs associated with maintaining the employee's legal accreditation.
- 111. Employees engaged in Legal Positions who are eligible for incremental advancement will progress through the Legal Position salary pay increments outlined in Attachment A – Base salaries.
- 112. Subject to clause 111, substantive progression to a Legal Position pay increment within a higher APS classification is still subject to a merit selection process or broadbanding arrangement.

Work Level Standards

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

Section 5: Working hours and arrangements

Job security

Commitment to ongoing employment and rebuilding APS capacity

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

Reporting

115. Where a consultative committee is in place, the AEC will report to the AEC 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 AEC.

Pathways to permanency

116. The AEC and the APS will comply with the casual conversion provision(s) of the FW Act. In addition, the AEC 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

117. A casual (irregular or intermittent) employee is defined in the definitions section.
118. A decision to expand the use of casual employees is subject to the consultation provisions (clauses 450 to 471) of this agreement.
119. The AEC will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
120. Remuneration for casual employees is on an hourly basis. A casual employee will receive a loading of 25 per cent on the base hourly rate of their classification as set out in this agreement.
121. 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.
122. A casual employee will be engaged at the minimum pay increment of their relevant classification.
123. Subject to clause 23, the Electoral Commissioner may approve payment at a higher increment at any time having regard to the casual employee's experience, qualifications and skills.
124. 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.

- 125. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.
- 126. Any period(s) of casual engagement will count as service for any purpose covered by this agreement, except as required by legislation.

Non-ongoing employment

- 127. A non-ongoing employee is defined in the definitions section.
- 128. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
 - 128.1 personal/carer's leave accrual at clause 271; and
 - 128.2 redeployment and redundancy provisions at clauses 497 to 539, subject to clause 129.
- 129. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redeployment and redundancy provisions at clauses 497 to 539 will apply.
- 130. If the redundancy provisions apply to an employee under clause 129, the AEC must adhere to the consultation provisions (clause 450 to 471) of this agreement, as well as the redundancy provisions in clauses 497 to 539.

Working hours

Bandwidth of hours

- 131. The bandwidth of hours in which employees, other than shiftworkers, will work their ordinary hours is 7:00am to 7:00pm, Monday to Friday.

Pattern of hours

- 132. Subject to a flexible working arrangement, specified work pattern, or shiftwork arrangement, the standard pattern of hours is between 8.30am and 5.00pm, Monday to Friday.
- 133. An employee will not normally be expected to work more than:
 - 133.1 9.5 ordinary hours on any one day, unless directed; and
 - 133.2 5 continuous hours without an unpaid meal break of at least 30 minutes.
- 134. Subject to operational requirements, an employee will be available, at reasonable direction to work outside their standard, flexible and or specified pattern of hours.
- 135. Subject to clause 134 and flextime, employees are expected to adhere to the hours of their work pattern (standard, flexible or specified) once established.

Specified work patterns

- 136. The Electoral Commissioner may establish a specified work pattern that specifies the hours of duty and patterns of attendance in which certain duties or functions are to be undertaken by an employee or group of employees.

- 137. The introduction of a specified work pattern, or a variation to an existing specified work pattern, may occur only by written agreement between the employee and Electoral Commissioner, unless otherwise stated in the engagement contract or job description.
- 138. Specified work patterns may cover Christmas closedown and/or public holidays. Where an employee's roster includes a public holiday and/or the Christmas closedown, the employee will be paid for the day(s) as if they were at work.

Flextime for APS 1-6 classifications

- 139. To assist with balancing the AEC's operational requirements and an individual's personal needs, APS 1– 6 employees are entitled to accrue and use flextime.
- 140. The following employees are ineligible to access flextime provisions:
 - 140.1 casual employees;
 - 140.2 shiftworkers;
 - 140.3 employees working to a specified work pattern; and
 - 140.4 employees performing work directed by the AEC in locations outside Australia.

Accruing flextime

- 141. During a settlement period, work performed in excess of ordinary hours within the bandwidth, which does not attract overtime, will accrue as flextime on an hour-for-hour basis.
- 142. The accrual of flextime is subject to:
 - 142.1 the employee being productively engaged;
 - 142.2 there being sufficient work available to support working flextime; and
 - 142.3 clause 169, which allows flexitime to be substituted for overtime.
- 143. An employee must seek prior approval from their manager if the employee intends to work at a time where the manager has raised concerns consistent with clause 142.

Using flextime

- 144. Subject to the AEC's operational requirements, an employee is required to give reasonable notice and have approval for any planned absence related to the use of flextime.
- 145. An employee may access up to 5 days of flextime, of which 3 days or up to 6 half days, may be consecutive, in one settlement period.

Flextime carryover

- 146. Subject to clause 147, flextime not used during a settlement period, will carryover to the next settlement period.
- 147. The maximum flextime carryover from one settlement period to the next for a full-time employee is 25 hours (pro-rata for part-time employees).
- 148. An employee may carryover flextime in excess of 25 hours (pro-rata for part-time employees) into the next settlement period provided:
 - 148.1 the employee has brought the matter to the attention of the Electoral Commissioner before the end of the settlement period; and

- 148.2 the Electoral Commissioner and employee have established a plan to reduce the flextime to below the maximum carryover prior to the end of the next settlement period.

Flextime debit

149. During a settlement period, if the aggregate amount of time worked by an employee is less than their ordinary hours for that period, adjusted for any approved absence or flextime carryover, this difference will be recorded as a flextime debit.
150. The maximum flextime debit from one settlement period to the next is 10 hours for full-time employees, and 5 hours for part-time employees.
151. Where an employee exceeds the maximum hours of flextime debit at the end of the settlement period, the amount by which the debit exceeds the maximum hours shall be treated as Miscellaneous Leave without pay and an appropriate deduction will be made from the employee's pay.

Reversion to standard pattern of hours

152. If the Electoral Commissioner is satisfied that an employee is misusing flextime or the employee's attendance is unsatisfactory, the Electoral Commissioner may determine that the employee revert to the standard pattern of hours (clause 132).
153. The reasons for this determination will be provided to the employee in writing.
154. Access to flextime provisions may be restored when the Electoral Commissioner is satisfied that an employee has achieved and sustained a satisfactory attendance record and/or performance standards.

Executive Level Time Off in Lieu (EL TOIL)

155. EL employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
156. EL employees seeking to access time off in lieu are required to keep records of their working hours using a method determined by the AEC.
157. A manager is to grant TOIL in recognition of reasonable additional hours worked, unless the EL employee has been approved to receive another payment for those hours (such as overtime, shift penalties, or alternate span of hours penalties). TOIL granted to employees can be taken as whole or part days.
158. The working arrangements for an EL employee should be agreed through discussion between the manager and the EL employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.
159. An EL employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL employee and their manager.
160. 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.

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

Overtime and restriction

162. Subject to operational requirements, the Electoral Commissioner may direct an APS 1-6 employee to work additional hours (overtime). The employee may refuse to work overtime if the request is unreasonable, taking into consideration the factors in section 62 of the FW Act.
163. Subject to clause 162, overtime is when an employee performs work:
- 163.1 outside the bandwidth;
 - 163.2 on a public holiday or during Christmas closedown;
 - 163.3 in excess of 9.5 ordinary hours on any one day unless it is part of a flexible working arrangement;
 - 163.4 on a Monday to Friday inside the bandwidth, if the employee:
 - 163.4.1 works in excess of 7.5 hours inside the bandwidth on that particular day; and
 - 163.4.2 the work is continuous with ordinary duty; and
 - 163.4.3 they either have in excess of their maximum flextime carryover (clause 147) or work until 8pm or later on the same day.
 - 163.5 outside a part-time employee's agreed hours of duty over the settlement period.
164. Where overtime under clause 163 is:
- 164.1 continuous with ordinary duty, overtime will be paid for the actual overtime hours worked
 - 164.2 not continuous with ordinary duty, the employee will be entitled to a minimum payment of 4 hours.
165. For the purpose of clause 164, continuity is broken when the employee is directed to perform additional hours with more than one hour break from when ordinary duty ceased or would normally commence. An unpaid meal break does not break continuity with ordinary duty.

Payment for overtime

166. Payment for overtime under clause 163 will be paid in accordance with **Table 4** below, calculated as a percentage of the employee's base rate of pay.

Table 4: Overtime rates

For overtime worked on	Overtime rate
Monday to Saturday – first 3 hours	150%
Monday to Saturday – after 3 hours	200%
Sunday - all day	200%
Public Holiday/Christmas closedown	250%

167. Overtime rates are not cumulative. In an instance where multiple rates may apply, the more beneficial rate will prevail.

Non-ongoing employees

168. Non-ongoing employees who are directed to work additional hours that do not meet the criteria of clause 163 may be paid single time for those hours where it is not practicable for them to accrue or use flextime.

Flextime substitution

169. Subject to operational requirements and flextime provisions, an employee may elect to accrue flextime on an hour-for-hour basis instead of being paid overtime rates.

Ineligible employees

170. Employees performing work directed by the AEC in locations outside of Australia are not eligible for overtime payments.

Overtime for EL employees

171. The Electoral Commissioner may, in exceptional circumstances, direct an EL employee to work overtime (clause 163). Any overtime worked will be paid in accordance with clause 166.

Rest relief after working overtime

172. Employees directed to work overtime will be entitled to an 8 hour break, plus reasonable travelling time, before recommencing ordinary duty without incurring any loss of pay or deduction from flextime.
173. The Electoral Commissioner may direct an employee who has worked overtime to return to duty without an 8 hour break. All work performed by the employee following this direction will be paid at double time until an 8 hour break can be taken.

Shiftwork

174. The Electoral Commissioner may designate duties at the APS 1-6 classifications to be performed as shiftwork.
175. Where the Electoral Commissioner considers the introduction or cessation of shiftwork is necessary, affected employees will be consulted in accordance with the consultation provisions (clauses 450 to 471) of this agreement.

Rostering principles

176. When rostering shiftworkers, the Electoral Commissioner will:
- 176.1 specify the start and finish times of work for each shift;
 - 176.2 specify the shift cycle (maximum 4 weeks);
 - 176.3 roster a shiftworker to work only 1 shift in each 24 hours;
 - 176.4 limit shifts to a maximum of 12 hours per shift, noting that overtime may apply;
 - 176.5 ensure that a shiftworker has a break of at least 10 hours before the start of their next shift, excluding reasonable travel time;

- 176.6 ensure that shiftworkers performing shifts longer than 7.5 hours should not regularly perform overtime where it will fall within a 12 hour period on either side of their shift;
 - 176.7 consider operational requirements, equality of shift allocation, and individual circumstances when assigning shifts;
 - 176.8 approve an exchange of shifts between shiftworkers, provided the affected employees agree in writing, and the exchange does not entitle any employee to an overtime payment.
177. The Electoral Commissioner may change an existing shiftwork roster:
- 177.1 at any time, by agreement with affected employees; or
 - 177.2 by providing 7 calendar days' written notice to the affected employees.
178. If the Electoral Commissioner changes an existing shift roster without satisfying clause 177, affected employees will be paid overtime rates in accordance with clause 166 for any parts of the shift that are outside the previous rostered hours of duty, until the roster reverts to its usual pattern or the notice period has expired, whichever is earlier.
179. The maximum length of time a shiftworker should remain on duty is 14 hours, inclusive of any overtime, unless exceptional circumstances apply.

Penalty rates

180. Shiftworkers will be entitled to payment of shift penalties in accordance with **Table 5** below, calculated as a percentage of the employee's base rate of pay.

Table 5: Shift penalties

Hours	Penalty Rate
Monday to Friday, where any part of the shift falls between 7pm and 7am	115%
Monday to Friday, where the shift falls wholly between 7pm and 7am	130%
Saturday	150%
Sunday	200%
Public Holidays/Christmas Closedown	250%

181. Penalty rates are not cumulative. In instances where multiple rates may apply, including an overtime rate, the more beneficial rate will prevail.

Public holiday duty

182. A shiftworker, whose rostered day off occurs on the same day as a public holiday, will be granted paid leave equivalent to their usual rostered hours of work for that day, in lieu of that holiday, within one month after the holiday, if practicable. If not, the employee will be paid their usual rostered hours of work for that day, at their base rate of pay.

Overtime

183. Shiftworkers are entitled to overtime in accordance with clauses 162 to 168 of this agreement, in addition to what is specified below.

184. Subject to clause 181, overtime rates will be paid when a shiftworker is directed to perform work:
- 184.1 outside the normal rostered shift hours of duty on that day; or
 - 184.2 in excess of the weekly hours of ordinary duty (37.5) or in excess of the average weekly hours of duty (37.5) over a shift cycle.
185. Permanent shiftworkers who work approved overtime on Saturday will be paid 200% of their base rate of pay for all overtime worked.
186. A shiftworker who works approved overtime for a continuous period of at least one hour immediately before or after their rostered hours, and takes an unpaid meal break of at least 30 minutes during that period of overtime, is entitled to be paid an overtime meal allowance in accordance with clauses 84 to 89.

Leave

187. Permanent shiftworkers will be entitled to an additional half-a-day paid annual leave for each Sunday rostered, up to a maximum of 5 days per year.
188. When a shiftworker would have received shift penalties, had they not been on a period of annual leave, they will receive half the penalty rate for the full period of the leave.
189. Where a shiftworker takes a period of leave, other than annual leave, shift penalties are not payable for the period of the absence.

Flexible working arrangements

190. The AEC, employees and their union recognise:
- 190.1 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;
 - 190.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
 - 190.3 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;
 - 190.4 that flexibility applies to all roles in the AEC, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
 - 190.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
191. The AEC is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the AEC at all levels. This may include developing and implementing strategies through an AEC consultative committee.
192. 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

193. The following provisions do not diminish an employee's entitlement under the NES.
194. An employee may make a request for a formal flexible working arrangement.
195. The request must:
- 195.1 be in writing;
 - 195.2 set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - 195.3 set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
196. The Electoral Commissioner must provide a written response to a request within 21 days of receiving the request.
197. The response must:
- 197.1 state that the Electoral Commissioner approves the request and provide the relevant detail in clause 198; or
 - 197.2 if following discussion between the AEC and the employee, the AEC 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
 - 197.3 state that the Electoral Commissioner refuses the request and include the following matters:
 - 197.3.1 details of the reasons for the refusal; and
 - 197.3.2 set out the AEC's particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - 197.3.3 either:
 - 197.3.3.1 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 AEC would be willing to make; or
 - 197.3.3.2 state that there are no such changes; and
 - 197.3.4 state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.
198. Where the Electoral Commissioner approves the request, this will form an arrangement between the AEC and the employee. Each arrangement must be in writing and set out:
- 198.1 any security and work health and safety requirements;
 - 198.2 a review date (subject to clause 202); and
 - 198.3 the cost of establishment (if any).

199. The Electoral Commissioner may refuse to approve the request only if:
- 199.1 the AEC has discussed the request with the employee; and
 - 199.2 the AEC 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
 - 199.3 the AEC and the employee have not reached such an agreement; and
 - 199.4 the AEC has had regard to the consequences of the refusal for the employee; and
 - 199.5 the refusal is on reasonable business grounds.
200. Reasonable business grounds include, but are not limited to:
- 200.1 the new working arrangements requested would be too costly for the AEC;
 - 200.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
 - 200.3 it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
 - 200.4 the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
 - 200.5 the new working arrangements requested would be likely to have a significant negative impact on customer service; and
 - 200.6 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.
201. For First Nations employees, the AEC must consider connection to country and cultural obligations in responding to requests for altering the location of work.
202. Approved flexible working arrangements will be reviewed by the AEC 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

203. An employee may request to vary an approved flexible working arrangement in accordance with clause 195. An employee may request to pause or terminate an approved flexible working arrangement.
204. The Electoral Commissioner may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 206.
205. The AEC 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.
206. Prior to the Electoral Commissioner varying, pausing or terminating the arrangement under clause 204, the AEC must have:

- 206.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
- 206.2 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);
- 206.3 had regard to the consequences of the variation, pause or termination for the employee;
- 206.4 ensured the variation, pause or termination is on reasonable business grounds; and
- 206.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 197.3.

Working from home

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

Ad-hoc arrangements

- 212. 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.
- 213. Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 214. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 193 to 202.
- 215. The AEC 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.
- 216. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the AEC should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

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

Part-time employment

- 218. Prior to seeking to recruit to a role, the Electoral Commissioner may designate duties of that role to be performed on a part-time basis and recruit on that basis.
- 219. Unless otherwise agreed between the Electoral Commissioner and the employee, the minimum number of ordinary hours will be no less than 3 consecutive hours per day. An unpaid meal break will not be regarded as breaking continuity of hours of work.
- 220. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
- 221. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.

Recording attendance and leave

- 222. Employees at the APS 1-6 classifications are required to record their attendance, including time travelling on official business, using a method determined by the AEC.

Christmas closedown

- 223. Subject to operational requirements (as determined by the Electoral Commissioner), the AEC will close its normal operations from close of business on the last working day before Christmas until the first working day after New Year's Day (Christmas closedown)
- 224. Subject to clause 223, employees are entitled to be absent during the Christmas closedown without deduction from leave credits.
- 225. Employees will be paid in accordance with their ordinary hours during Christmas closedown.
- 226. Employees on long service leave during the Christmas closedown will continue to have their leave deducted in accordance with the relevant legislation.
- 227. Subject to clause 228, an employee who takes leave the day prior to, and the day after Christmas closedown, will be paid at the same rate of the leave entitlement. E.g., if an employee is absent on annual leave at half pay the day prior to, and the day after Christmas closedown, payment for that period will also be at half pay.
- 228. Where an employee takes leave at different rates of pay the day prior to, and the day after Christmas closedown, the more beneficial rate of pay will apply. E.g. if an employee is on annual leave at half pay immediately prior to Christmas closedown but on annual leave at full pay immediately after Christmas closedown, the employee will be paid as if they were on annual leave at full pay for Christmas closedown.
- 229. Subject to operational requirements, the Electoral Commissioner may require an employee to work during the Christmas closedown. Payment for this period will be in accordance with clause 166.
- 230. In addition to clause 229, APS 1-6 employees directed to work during Christmas closedown will also be entitled to a substitute period of time off in lieu of days worked.

Public holidays

231. Employees are entitled to the following holidays each year as observed at their usual location of work in accordance with the FW Act:
- 231.1 1 January (New Year's Day);
 - 231.2 26 January (Australia Day);
 - 231.3 Good Friday and the following Monday;
 - 231.4 25 April (Anzac Day);
 - 231.5 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);
 - 231.6 25 December (Christmas Day);
 - 231.7 26 December (Boxing Day); and
 - 231.8 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.
232. 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.
233. The Electoral Commissioner 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.
234. The Electoral Commissioner and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
235. 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.
236. 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.)
237. 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 231.
238. If under a law of a State or Territory, Easter Tuesday 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 Tuesday would otherwise be a public holiday under clause 231.

- 239. An employee, who is absent on a day or part day that is a public holiday in their usual location work, 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.
- 240. 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 Electoral Commissioner may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

Section 6: Leave

Application and approval

- 241. The approval of leave, other than personal leave, compassionate leave, bereavement leave, parental leave, defence service sick leave, or leave for the purposes of family and domestic violence support is required prior to the commencement of the leave and is subject to operational requirements.
- 242. The approval for personal leave, compassionate leave, bereavement leave, parental leave, emergency response leave, defence service sick leave, or leave for the purposes of family and domestic violence support is required, wherever reasonably possible, prior to the commencement of the leave or as soon as practicable thereafter.

Cancelled leave or recall to duty

- 243. If it is necessary for operational reasons, the Electoral Commissioner may cancel a period of approved leave or recall an employee to duty from leave (except for periods of leave outlined in clause 242), and there will be no reduction in the employee's leave credits in relation to the cancelled or recalled period.
- 244. Where an employee's leave is cancelled without reasonable notice, or an employee is recalled to duty from leave, the employee will be entitled to be reimbursed reasonable travel costs, travelling time, incidental expenses and any other unavoidable costs arising from the cancellation or recall to duty where those costs are otherwise not recoverable under the employee's insurance policy or from any other source. Evidence of these costs may be requested by the Electoral Commissioner to support the request.

Absences not counting for service

- 245. Unless otherwise approved by the Electoral Commissioner, any periods of absence due to either approved miscellaneous leave without pay or an unauthorised absence that does not count for service, which in any combination totals 30 calendar days in a calendar year, do not

count for service for the accrual of annual leave or personal leave, except as required by legislation.

Annual leave

Entitlement

- 246. Employees, other than casual employees, are entitled to 4 weeks (20 days) paid annual leave, pro-rata for part-time employees, for each full year of service. Permanent shiftworkers may receive additional leave as set out in clauses 187 to 189.
- 247. Annual leave is cumulative and counts for service.
- 248. Annual leave may be taken at half pay. However, unless approved by the Electoral Commissioner, it may not be taken at half pay where the employee has excess annual leave (clauses 254 to 260).
- 249. Employees on worker's compensation leave will accrue annual leave in accordance with the relevant legislation.
- 250. Employees will receive payment in lieu of any unused annual leave upon separation from the APS.
- 251. Subject to prior approval by the Electoral Commissioner, an employee may return to work from a period of approved annual leave before the nominated return date and have the unused portion of their annual leave re-credited.

Annual leave cash out

- 252. The Electoral Commissioner and an employee may agree in writing to cash out the employee's annual leave, provided the employee has:
 - 252.1 taken at least 3 weeks of annual leave in the preceding 12 months;
 - 252.2 not cashed out any annual leave in the preceding 12 months; and
 - 252.3 retains at least 4 weeks of annual leave, after the cash out.
- 253. The employee will be paid the full amount that would have been paid, including allowances, had the employee taken the entitlement as leave.

Excess annual leave

- 254. In exceptional circumstances only, the Electoral Commissioner may approve an employee accumulating more than 8 weeks of annual leave (excess annual leave).
- 255. Subject to clause 254 and the provision of reasonable notice, the Electoral Commissioner may direct an employee with excess annual leave to take up to one quarter of their annual leave held at the time of the direction.
- 256. An employee who has excess annual leave as a result of having an accepted worker's compensation claims, and who has commenced a graduated return to work plan, will not be directed to take annual leave in accordance with clause 255 until at least 3 months after returning to their pre-injury hours of work.

Purchased leave

- 257. Subject to approval by the Electoral Commissioner, ongoing employees may purchase between 1 and 4 weeks of leave each year.
- 258. Purchased leave will be credited to the employee on its purchase and must be taken within 12 months from the date the leave was credited to the employee (Purchased Leave Period).
- 259. Employees with excess annual leave are not eligible to purchase leave.
- 260. Salary payments will be averaged over the Purchased Leave Period to ensure that a standard rate is received each fortnight once a purchase is made.
- 261. The employee's salary for superannuation purposes is their salary as if they had not purchased leave.
- 262. Purchased leave counts as service for all purposes.
- 263. Purchased leave not taken during the Purchased Leave Period will automatically be reimbursed as salary on the first available pay day after the Purchased Leave Period ends.

Personal/carer's leave

Entitlement

- 264. Employees, other than casual employees, are entitled to 18 days, (pro-rata for part-time employees), paid personal/carer's leave per year of service, accruing daily and credited at the completion of each pay period.
- 265. Personal/carer's leave is cumulative and counts for service but cannot be converted to salary or cashed out under any circumstances.
- 266. Personal/carer's leave may be approved at half pay by the Electoral Commissioner.
- 267. A casual employee may be absent without pay when not fit for work due to personal illness or injury.
- 268. Subject to the provision of acceptable evidence (clause 278), employees are entitled to 2 days unpaid carer's leave (clause 273.4) per occasion, consistent with the NES.
- 269. Subject to clause 268, full-time and part-time employees may only access unpaid carer's leave when they have exhausted any paid personal/carer's leave.
- 270. An employee who is retired on the grounds of medical invalidity and is subsequently re-engaged as a result of action taken under section 75 of the *Superannuation Act 1976*, is entitled to be credited with personal leave equal to the amount they were in credit at the time of retirement.

Accrual on commencement

- 271. An ongoing employee will be credited with 18 days of personal/carer's leave (pro-rata for part-time employees) upon their commencement with the APS. After 12 months, the employee's leave will accrue in accordance with clause 264.
- 272. A non-ongoing employee will be credited with 18 days of personal/carer's leave (pro-rata for part-time employees) upon their commencement with the AEC. This amount will be pro-rated based on the employee's initial contract period, and is capped at 18 days. After the initial

contract period or 12 month, whichever is shorter, or where the employee has an existing entitlements to personal/carer's leave, leave will accrue in accordance with clause 264.

Usage

273. An employee may take personal/carer's leave for the following reasons:
- 273.1 due to personal illness or injury;
 - 273.2 to attend appointments with a registered health practitioner;
 - 273.3 to manage a chronic condition; and/or
 - 273.4 to provide care or support for a family member (including a household member) or a person they have caring responsibilities for; because:
 - 273.4.1 of a personal illness or injury affecting the person; or
 - 273.4.2 of an unexpected emergency affecting the other person.

Carers

274. A person that an employee has caring responsibilities for may include a person who needs care because they:
- 274.1 have a medical condition, including when they are in hospital;
 - 274.2 have a mental illness;
 - 274.3 have a disability;
 - 274.4 are frail or aged; and/or
 - 274.5 are a child, not limited to a child of the employee.
275. Provided an employee maintains the minimum annual entitlement of 10 working days (pro-rata for part-time employees) personal leave in accordance with the FW Act, paid personal leave may also be accessed by an employee when they are absent because:
- 275.1 the death of a family member (including a household member); or
 - 275.2 an emergency in exceptional circumstances.

Evidence

276. Evidence may be requested after:
- 276.1 more than 5 consecutive days; or
 - 276.2 more than 8 days without evidence in a calendar year.
277. Acceptable evidence includes:
- 277.1 a certificate from a registered health practitioner;
 - 277.2 a statutory declaration; or
 - 277.3 another form of evidence approved by the Electoral Commissioner.
278. 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.
279. An employee who presents a certificate from a registered health practitioner as evidence in support of their application for personal leave, in respect of clause 273.1, is required to be

absent from the workplace until the conclusion of the period stated on the certificate. Subject to approval, an employee may return to the workplace at an earlier date if they present a subsequent certificate which declares that they are fit to return to the workplace, with or without restrictions on their capacity to undertake work.

280. A statutory declaration made by an employee in respect of clauses 273.1 and 273.4 must include:
- 280.1 a statement to the effect that the employee has been, is, or will be, unfit for work during the period because of a personal illness or injury; or
 - 280.2 a statement to the effect that the employee is required to be absent for caring purposes.

Portability of leave

281. Where an employee moves into the AEC 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.
282. Where an employee is engaged in the AEC 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.
283. Where an employee is engaged as an ongoing employee in the AEC, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the AEC 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.
284. 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 AEC 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.
285. Where an employee is engaged as an ongoing employee in the AEC, 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 282), the Electoral Commissioner will recognise any unused accrued personal/carer's leave at the employee's request. The Electoral Commissioner will advise the employee of their ability to make this request.
286. Where an employee is engaged as an ongoing employee in the AEC, and immediately prior to the engagement the person was employed by a State or Territory Government, the Electoral Commissioner may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
287. For the purposes of clauses 281 to 286, an employee with a break in service of less than 2 months is considered to have continuity of service.

Re-crediting of leave

288. When an employee is on:

- a. annual leave;
- b. purchased leave;
- c. defence reservist leave;
- d. First Nations ceremonial leave;
- e. NAIDOC leave;
- f. cultural leave; or
- g. long service leave; and

becomes eligible for, under legislation or this agreement:

- a. personal/carer's leave;
- b. compassionate or bereavement leave;
- c. jury duty;
- d. emergency services leave;
- e. leave to attend to family and domestic violence circumstances; or
- f. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

289. 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.
290. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

Long service leave

291. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
292. 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 clause 288.

Miscellaneous leave

293. The Electoral Commissioner may grant an employee miscellaneous leave at full or half pay or without pay, having regard to the employee's personal circumstances and AEC's operational requirements.
294. Miscellaneous leave without pay may or may not count as service for any purpose, as determined on a case-by-case basis by the Electoral Commissioner.
295. Where an employee is on annual leave or purchased leave and is granted miscellaneous leave with pay for compassionate or bereavement leave purposes, community service, or a reason associated with personal leave, their annual leave or purchased leave will be re-credited with the amount of miscellaneous leave with pay granted.

296. The Electoral Commissioner may require the provision of evidence to support an application for miscellaneous leave.
297. Casual employees may be provided with paid miscellaneous leave for the purposes of family and domestic violence support and otherwise by Government directive.

Cultural, ceremonial and NAIDOC leave

NAIDOC leave

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

First Nations ceremonial leave

300. 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.
301. The Electoral Commission may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
302. First Nations ceremonial Leave can be taken as part days.
303. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

304. The Electoral Commission 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.
305. The Electoral Commission may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
306. Cultural leave can be taken as part days.
307. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clauses 300 to 303.

Parental leave

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

310. 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.
311. 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

312. An employee is entitled to parental leave with pay as per clauses 314 and 315 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.
313. Employees newly engaged in the AEC or who have moved to the AEC from another APS agency are eligible for the paid parental leave in clauses 314 and 315 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 314 and 315, the balance is available to the employee.
314. 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 6** below.

Table 6: Primary caregivers - circumstances for paid parental leave

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

315. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in **Table 7** below.

Table 7: Secondary caregivers - circumstances for paid parental leave

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

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

316. **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.
317. **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.
318. **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

319. 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:
- 319.1 is under 16 as at the day (or expected day) of placement;
 - 319.2 has not lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement; and
 - 319.3 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
320. Leave taken for the purpose of adoption or long-term foster care is available from one month prior to the date of placement of a child who has not previously lived with the employee for a continuous period of 6 months or more.
321. 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

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

Pregnancy loss leave

324. 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.
325. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

Premature birth leave

326. 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

327. 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 326 until after the legislated paid maternity leave is used.

Compassionate leave

328. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- 328.1 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
 - 328.2 the employee or their partner has a miscarriage.
329. An employee may be asked to provide evidence to support their absences on compassionate leave.
330. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
331. Employees may also access personal leave for the purpose of compassionate leave in accordance with clause 275.
332. For casual employees, compassionate leave is unpaid.

Bereavement leave

333. Employees will be eligible for 3 days paid bereavement leave on each occasion when:
- 333.1 a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or
 - 333.2 a child is stillborn, where the child was a member of their family (including a member of their household).

- 334. An employee may be asked to provide evidence to support their absences on bereavement leave.
- 335. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 336. Employees may also access personal leave for the purpose of bereavement leave in accordance with clause 275.
- 337. For casual employees, bereavement leave is unpaid.

Emergency response leave

- 338. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:
 - 338.1 the time engaged in the activity;
 - 338.2 reasonable travelling time; and
 - 338.3 reasonable recovery time.
- 339. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The Electoral Commissioner may provide additional emergency response leave with pay.
 - 339.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 340. Paid leave may be refused where the employee's role is essential to the AEC's response to the emergency.
- 341. 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.
- 342. The Electoral Commissioner may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 343. Emergency response leave, with or without pay, will count as service.

Jury duty

- 344. 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.
- 345. Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.
 - 345.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 346. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.

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

Defence reservist leave

348. The Electoral Commissioner will give an employee leave with or without pay to undertake:
- 348.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
 - 348.2 Australian Defence Force Cadet obligations.
349. An employee who is a Defence Reservist can take leave with pay for:
- 349.1 up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
 - 349.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
350. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
351. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
- 351.1 Australian Navy Cadets;
 - 351.2 Australian Army Cadets; and
 - Australian Air Force Cadets.
352. In addition to the entitlement at clause 349, 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.
353. Paid defence reservist leave counts for service.
354. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
355. Unpaid leave taken over 6 months counts as service, except for annual leave.
356. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

Defence service sick leave

357. 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:
- 357.1 warlike service; or
 - 357.2 non-warlike service.
358. An eligible employee can get 2 types of credits:

- 358.1 an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
 - 358.1.1 they start employment with the APS; or
 - 358.1.2 DVA certifies the condition; and
- 358.2 an annual credit of 3 weeks (15 days) defence service sick leave.
- 359. 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.
- 360. Unused annual credits can be built up to 9 weeks.
- 361. An employee cannot use annual credits until the initial credit is exhausted.
- 362. Defence service sick leave is paid and counts as service for all purposes.

Leave to attend proceedings

- 363. 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.
- 364. An employee who is not covered under clause 363, 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 AEC.
- 365. An employee may otherwise be granted paid or unpaid miscellaneous leave by the Electoral Commissioner if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.
- 366. The Electoral Commissioner 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.

Unauthorised absence

- 367. Where an employee is absent from work without approval, all salary and entitlements (including leave accrual) provided under this agreement will cease to be available until the employee resumes work or is approved to take leave for the period of the absence.

Section 7: Employee support and workplace culture

Blood donation

- 368. 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.
- 369. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

Vaccinations

- 370. The AEC will offer annual influenza vaccinations at no cost to all employees.
- 371. Where the AEC 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

- 372. 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 AEC and will be accessible on paid time.

Respect at work

Principles

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

- 375. The AEC 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

- 376. The AEC will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
- 377. The AEC recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
- 378. Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.
- 379. 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:
 - 379.1 illness or injury affecting the employee resulting from family and domestic violence;
 - 379.2 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;
 - 379.3 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;
 - 379.4 making arrangements for the employee's safety, or the safety of a close relative;
 - 379.5 accessing alternative accommodation;
 - 379.6 accessing police services;
 - 379.7 attending court hearings;
 - 379.8 attending counselling; and
 - 379.9 attending appointments with medical, financial or legal professionals.
- 380. 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.
- 381. 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.
- 382. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
- 383. 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.
- 384. 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.
- 385. Evidence may be requested to support the AEC 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 AEC will require, unless the employee chooses to provide another form of evidence.

- 386. 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.
- 387. The AEC will take all reasonable measures to treat information relating to family and domestic violence confidentially. The AEC will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the AEC may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- 388. Where the AEC needs to disclose confidential information for purposes identified in clause 387, where it is possible the AEC will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
- 389. The AEC 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.
- 390. 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.
- 391. The AEC 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.
- 392. Further information about leave and other support available to employees affected by family and domestic violence may be found in the AEC's Family and Domestic Violence policy.

Integrity in the APS

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

First Nations cultural competency training

- 396. The Electoral Commissioner 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.

397. 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

398. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
399. The AEC will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 400. In considering whether a space is appropriate, the AEC should consider whether:
- 399.1 there is access to refrigeration;
 - 399.2 the space is lockable; and
 - 399.3 there are facilities needed for expressing, such as appropriate seating.
400. Where it is not practicable for an AEC site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
401. The AEC will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
402. 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.
403. Further information is available in policy.

Disaster support

404. 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 Electoral Commissioner will consider flexible working arrangements to assist the employee to perform their work.
405. Where flexible working arrangements are not appropriate, the Electoral Commissioner 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.
406. In considering what period of leave is appropriate, the Electoral Commissioner 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

Probation

407. A probation period of 6 months will apply to all employees new to the APS, upon commencement with the AEC, unless otherwise determined by the Electoral Commissioner.

Performance management

408. All employees must participate in the AEC's performance management program which requires:
- 408.1 the development of an Individual Performance Plan (IPP) for each performance cycle, by negotiation and agreement between the employee and their manager. The IPP must clearly outline the requirements and expectations of the position and the measures that are used to assess individual performance and an employee's development goals; and
 - 408.2 participation in regular performance reviews including a mid-cycle and end-of-cycle review.
409. Meeting the requirements set out in the agreed IPP is the basis for incremental advancement salary progression, as outlined in clauses 34 to 44.
410. An employee can only be rated as requires development if their unsatisfactory performance of duties has not resolved or is being addressed through the development of a performance improvement plan (PIP).

Managing unsatisfactory performance of duties

411. A manager may determine that an employee's performance is unsatisfactory when the performance of their duties does not meet the expectations of that classification and the relevant work level standards.
412. Subject to clause 411 a manager may commence a performance improvement process by advising the employee. The manager and employee will work together to attain and sustain the required work level standard for the employee at that classification.
413. At any stage during the process in clause 412, the employee may receive guidance, assistance or representation from a person of their choice.
414. The following principles will apply to the performance improvement process:
- 414.1 the employee will be afforded procedural fairness;
 - 414.2 issues will be dealt without delay and as efficiently as a properly conducted process allows; and
 - 414.3 unrelated matters, or previously unaddressed work performance issues, will not be introduced into the process being managed

Workloads

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

Section 9: Travel and location-based conditions

Usual location of work

- 418. An employee's usual location of work will be the designated location identified in the Employee's letter of offer or other engagement documents. If no designated office location was specified on engagement, the Electoral Commissioner may specify a designated office location by advising the employee in writing.
- 419. The Electoral Commissioner may designate a new temporary or permanent usual location of work for an employee by advising the employee in writing. This designation will be made in reference to the consultation provisions (clauses 450 to 469) and the AEC's operational requirements.
- 420. The agency and employee may agree to vary the employee's designated office location on a temporary or permanent basis.

Transport

- 421. Generally, employees are responsible for transporting themselves to and from their usual location of work, at their own expense.
- 422. The Electoral Commissioner may approve the use of official transport, including a taxi service, where an employee is directed to work additional hours outside the bandwidth.

Excess travelling time

- 423. The Electoral Commissioner may approve payment for the difference between the time the employee spends travelling to and from the temporary location of work and the time travelling to and from their usual location of work provided the:
 - 423.1 employee is at or below an APS 4.2; and
 - 423.2 the employee is directed by the Electoral Commissioner to temporarily work away from their usual location of work; and
 - 423.3 the total additional hours travelling are in excess of 1.5 hours per day or 2.5 hours per week.
- 424. Excess travelling time payments will be based on the employee's classification, capped at an APS 3.4. The rate of payment will be single time from Monday to Saturday, and time and a half for Sundays and public holidays.

Excess fares

- 425. An employee will be entitled to reimbursement of excess fares when the:
 - 425.1 employee is directed by the Electoral Commissioner to temporarily work away from their usual location of work; and
 - 425.2 the cost of travel to and from the employee's temporary location of work is greater than the cost of travel to and from the employee's usual location of work.
- 426. Excess fares are not reimbursed where the employee is receiving travel allowance or has moved in anticipation of a permanent reassignment of duties.

Travel

- 427. The AEC will meet the costs of domestic or overseas travel for an employee undertaking official business approved by the Electoral Commissioner (official travel).
- 428. The Electoral Commissioner may approve the reimbursement of any reasonable expenses actually and necessarily incurred while undertaking official travel. Evidence may be requested to support this.

Domestic travel

Travel allowance

- 429. Subject to clause 427, an employee required to be absent from the city/town that is their usual location of work on official business overnight, but for no more than 21 days, will receive a travel allowance in accordance with the applicable Australian Taxation Office Determination.
- 430. Subject to clause 427, an employee who is required to be absent from the city/town that is their usual location of work on official business for a period of at least 10 hours, but is not absent overnight, will receive a part-day travel allowance of \$62.
- 431. For trips in excess of 21 days, but less than 3 months, the Electoral Commissioner may consider paying a living away from home allowance, in accordance with the AEC's Travel Policy.
- 432. Where an employee will be accommodated in private, non-commercial accommodation, such as the home of a family member or friend, an accommodation allowance will be paid to the employee equivalent to a third of the accommodation rate otherwise payable.

Motor Vehicle Allowance

- 433. Motor Vehicle Allowance (MVA) is payable where an employee is approved to use a private vehicle for official purposes.
- 434. The rate of MVA will be equivalent to the rate per kilometre in accordance with the applicable Australian Taxation Office Determination.
- 435. Where an alternative method of travel is available, and an employee seeks, and is approved to use, a private vehicle to travel for the purpose of undertaking official business, MVA will be capped at the cost of the lowest practical fare of the day of travel.

Travel time

- 436. Travel time on official business will be undertaken within the bandwidth unless otherwise approved by the Electoral Commissioner.
- 437. Time spent travelling by APS-level Employees on official business may be recorded as hours of work. Ordinarily, this travel time will be regarded as flextime on an hour-for-hour basis unless overtime applies.

Overseas travel

- 438. Subject to clauses 427, 439 and 440, an employee who undertakes travel overseas on official business will be paid an overseas travel allowance. This allowance is set in reference to the

Australian Taxation Office “Reasonable travel and overtime meal allowance expense amounts” or any relevant successor determination.

- 439. Where an employee travels overseas on behalf of another organisation, the entitlements will be as agreed between the Electoral Commissioner and the other organisation.
- 440. The Electoral Commissioner may determine other conditions of service for Employees working overseas on a long term posting. This will be based on the principle of covering all reasonable expenses incurred while undertaking AEC business.

Dependant care while travelling

- 441. Subject to the provision of satisfactory evidence, the Electoral Commissioner may approve the reimbursement of reasonable and additional costs incurred for dependant care arrangements, where the AEC requires an employee to:
 - 441.1 be away from the city or region that is their usual place of work outside of normal working hours; or
 - 441.2 travel overseas, interstate, or intrastate, exclusive of an employee working or travelling within the city or region that is their usual place of work.

Clothing allowance

- 442. An employee who is required to travel on official business, for periods of at least 7 days, and no longer than 6 months, to a locality that the Electoral Commissioner determines has a climate greatly different from that of their usual place of work may claim up to \$106.00 for expenditure on clothing once every 3 years for travel to the same or similar location.

Relocation assistance

- 443. The Electoral Commissioner may approve financial relocation assistance for an employee who is required to relocate:
 - 443.1 on engagement with the AEC;
 - 443.2 as part of an ongoing reassignment; or
 - 443.3 for a period of 13 weeks or more.
- 444. Reasonable expenses associated with the relocation include:
 - 444.1 the cost of transport of the employee, their dependents and partner by the most economical means;
 - 444.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
 - 444.3 temporary accommodation costs at the new location;
 - 444.4 the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
 - 444.5 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.

445. Additional relocation assistance may be considered by the Electoral Commissioner's discretion.

Remote localities

446. This clause only applies to employees:
- 446.1 who were residing at a remote locality on or before 28 June 2004 and continue to reside at a remote locality; or
 - 446.2 on or after 28 June 2004, who, as a direct result of their employment at the AEC, relocated from another town or city to Kalgoorlie or Mount Isa.
447. Subject to clause 446, the Electoral Commissioner may, in reference to the relevant policy, determine the amounts an employee is entitled to receive for some or all of the following:
- a. a district allowance (with or without dependants), paid fortnightly with reference to the rates advised by the applicable Australian Taxation Office Determination;
 - b. additional recreation leave credits;
 - c. reunion fares;
 - d. travel for emergency or compassionate reasons;
 - e. travel for medical or dental treatment;
 - f. fares for children attending school away from the remote locality;
 - g. remote locality leave fares; and/or
 - h. additional leave for travel.
448. If the employee's spouse/de facto partner is also entitled to district allowance or a similar allowance from their employer, the rate of the district allowance paid to the employee is 'without dependants'.
449. If, during the life of this agreement, AEC divisional offices are moved to other remote localities, employees at those localities will receive relevant remote locality conditions with reference to the rates advised by the applicable Australian Taxation Office Determination.

Section 10: Consultation, representation and dispute resolution

Consultation

Principles

- 450. 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.
- 451. The AEC recognises:
 - 451.1 the importance of inclusive and respectful consultative arrangements;
 - 451.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions;
 - 451.3 the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on AEC policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
 - 451.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
 - 451.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
- 452. Genuine and effective consultation involves:
 - 452.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
 - 452.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
 - 452.3 considering feedback from employees and the relevant union(s) in the decision-making process; and
 - 452.4 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

- 453. Consultation is required in relation to:
 - 453.1 changes to work practices which materially alter how an employee carries out their work;
 - 453.2 changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
 - 453.3 major change that is likely to have a significant effect on employees;
 - 453.4 implementation of decisions that significantly affect employees;

- 453.5 changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
 - 453.6 other workplace matters that are likely to significantly or materially impact employees.
454. The AEC, 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 AEC. 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

455. Clauses 456 to 470 apply if the AEC:
- 455.1 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
 - 455.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

456. 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.
457. The AEC must recognise the representative if:
- 457.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 457.2 the employee or employees advise the employer of the identity of the representative.

Major change

458. In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:
- 458.1 the termination of the employment of employees; or
 - 458.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - 458.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 458.4 the alteration of hours of work; or
 - 458.5 the need to retrain employees; or
 - 458.6 the need to relocate employees to another workplace; or
 - 458.7 the restructuring of jobs.
459. The following additional consultation requirements in clauses 460 to 466 apply to a proposal to introduce a major change referred to in clause 453.3.

460. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 454.
461. Where practicable, an AEC 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.
462. The AEC must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
463. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 454, the AEC must:
- 463.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - 463.1.1 the proposed change:
 - 463.1.2 the effect the proposed change is likely to have on the employees; and
 - 463.1.3 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - 463.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - 463.2.1 all relevant information about the proposed change, including the nature of the change proposed; and
 - 463.2.2 information about the expected effects of the proposed change on the employees; and
 - 463.2.3 any other matters likely to affect the employees.
464. The AEC 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.
465. However, the AEC is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
466. 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 AEC, the requirements set out in clauses 460 to 465 are taken not to apply.

Change to regular roster or ordinary hours of work

467. The following additional consultation requirements in clauses 468 to 470 apply to a proposal to introduce a change referred to in clause 453.5.
468. The AEC must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
469. As soon as practicable after proposing to introduce the change, the AEC must:
- 469.1 discuss with employees and the relevant union(s) and/or other recognised representatives:
 - 469.1.1 the proposed introduction of the change; and

- 469.2 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - 469.2.1 all relevant information about the proposed change, including the nature of the proposed change; and
 - 469.2.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - 469.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and
- 469.3 invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, the AEC is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
- 470. The AEC 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

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

Agency consultative committee

- 472. The Electoral Commissioner may establish an agency consultative committee to discuss relevant workplace matters.
- 473. The AEC 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

- 474. The Electoral Commissioner 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

- 475. If a dispute relates to:
 - 475.1 a matter arising under the agreement; or
 - 475.2 the NES;this term sets out procedures to settle the dispute.
- 476. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.

477. 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.
478. 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.
479. 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 478 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
480. The Fair Work Commission may deal with the dispute in 2 stages:
- 480.1 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
 - 480.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - 480.2.1 arbitrate the dispute; and
 - 480.2.2 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.

481. While the parties are attempting to resolve the dispute using the procedures in this term:
- 481.1 an employee must continue to perform their work as they would normally in accordance with established custom and practice at the AEC that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
 - 481.2 subject to clause 481.1, 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:
 - 481.2.1 the work is not safe; or
 - 481.2.2 applicable work health and safety legislation would not permit the work to be performed; or
 - 481.2.3 the work is not appropriate for the employee to perform; or
 - 481.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.
482. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
483. Any disputes arising under the *Australian Electoral Commission Enterprise Agreement 2016-2019* or the NES that were formally notified under clause 84 of the *Australian Electoral Commission Enterprise Agreement 2016-2019* 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

484. Where the provisions of clauses 475 to 479 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 477, 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 479.

Delegates' rights

485. 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 AEC.
486. The role of union delegates is to be respected and supported.
487. The AEC and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

488. The AEC respects the role of union delegates to:
- 488.1 provide information, consult with and seek feedback from employees in the workplace on workplace matters;
 - 488.2 consult with other delegates and union officials, and get advice and assistance from union officials;
 - 488.3 represent the interests of members to the employer and industrial tribunals; and
 - 488.4 represent members at relevant union forums, consultative committees or bargaining.
489. The AEC 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.
490. 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.
491. To support the role of union delegates, the AEC will, subject to legislative and operational requirements, including privacy and security requirements:
- 491.1 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;
 - 491.2 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;

- 491.3 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;
 - 491.4 provide access to new employees as part of induction; and
 - 491.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
492. 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 AEC before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

Section 11: Separation and retention

Resignation

- 493. An employee may resign from their employment by giving the Electoral Commissioner at least 14 calendar days' notice.
- 494. At the instigation of the Electoral Commissioner, 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.
- 495. The Electoral Commissioner has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

Payment on death of an employee

- 496. When an employee dies, or the Electoral Commissioner has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the Electoral Commissioner 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 and redundancy

Application

- 497. Redeployment and redundancy applies to ongoing excess employees who are not currently subject to probation as per clause 407.
- 498. An employee is excess to the requirements of the AEC, if the Electoral Commissioner determines:
 - 498.1 the employee is included in a cohort of employees in the AEC, and this cohort comprises a greater number of employees than is necessary for the efficient and economic working of the AEC; or
 - 498.2 the services of the employee cannot be effectively used because of technological or other changes in the work methods of the AEC or structural or similar changes in the nature, scope or organisation of the functions of the AEC; or
 - 498.3 where the duties usually performed by the employee are to be performed at a different locality, and the employee is not willing to perform duties at the different locality and the Electoral Commissioner has determined that these provisions will apply to that employee.

499. Where the employee nominates a representative, the Electoral Commissioner will hold discussions with the employee and the employee's representative or, if the employee requests, with the employee's representative only.
500. The Electoral Commissioner will provide the names of potentially excess employees to the relevant employee representative only with the express authority of those employees.
501. The Electoral Commissioner will comply with the requirements under the FW Act, in situations where 15 or more employees are likely to become excess, and will raise the issue for discussion with the AEC Consultative Forum.

Initial consultation

502. When the Electoral Commissioner becomes aware that an employee is likely to become excess, the employee will be advised in writing.
503. Subject to clause 502, the Electoral Commissioner will then hold discussions with the employee or the employee's representative, to consider options such as:
- 503.1 reassignment to a suitable vacancy at the same level within the AEC and/or across the APS;
 - 503.2 mechanisms to assist in redeployment to other APS agencies; and
 - 503.3 any other measures that could be taken to resolve the situation, including:
 - 503.3.1 redeployment opportunities below the employee's classification level; or
 - 503.3.2 voluntary redundancy.
504. The Electoral Commissioner may invite employees who are not excess employees to express interest in voluntary redundancy, where doing so would facilitate the redeployment of employees who would otherwise be subject to clause 503.3.2.
505. The initial consultation period will be no less than 4 weeks unless the employee requests a shorter period of consultation.

Advice and information to be made available

506. A potentially excess employee is entitled to the following advice and information during the first 2 weeks of the initial consultation period to support their decision making:
- 506.1 the amount of redundancy pay, payment in lieu of notice and paid leave they would be entitled to;
 - 506.2 accumulated superannuation contributions;
 - 506.3 options for contact with Comsuper regarding superannuation benefits, entitlements and superannuation advice;
 - 506.4 taxation rules applying to the various payments; and
 - 506.5 financial advice and/or career counselling up to a maximum reimbursement of \$600.00.
507. The information in clause 506 will be updated at the employee's request at later stages of the process of redeployment and redundancy.

508. Subject to clause 505, if the agreed period of the initial consultation is shorter than 2 weeks, the information in clause 506 will be provided as soon as is practicable.

Offer of Voluntary Redundancy

509. At the end of the initial consultation period, the Electoral Commissioner may make an offer of voluntary redundancy to an excess employee. Only one offer of voluntary redundancy can be made to an employee during each excess staffing situation.

Consideration period

510. Subject to clause 509, the employee will have 4 weeks to consider the offer (consideration period) and advise the Electoral Commissioner in writing whether they wish to accept voluntary redundancy or prefer to be redeployed.
511. Subject to clause 510 and the Electoral Commissioner's agreement, the employee may request to reduce the consideration period. Where a consideration period of less than 4 weeks is agreed, the AEC will pay out any unexpired portion of the consideration period.

Notice of termination

512. When an employee accepts an offer of voluntary redundancy when it is made, the Electoral Commissioner will terminate the employment under section 29 of the PSA by providing the required notice in clause 513. The employee will be entitled to the redundancy benefits set out at clauses 515 to 523.
513. The notice period will be 4 weeks, or 5 weeks for an employee who:
- 513.1 is 45 years of age with at least 5 years of continuous service; or
 - 513.2 has at least 20 years' service.
514. Subject to clause 512, the Electoral Commissioner may elect to instead make payment in lieu of notice.

Redundancy benefit

515. Subject to clause 512, and in addition to any other benefits payable on termination an employee is entitled to a redundancy benefit equal to 2 weeks of full-time equivalent salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the NES.
516. The minimum sum payable as a redundancy benefit will be 4 weeks of salary and the maximum will be 48 weeks of salary.
517. The redundancy benefit will be calculated on a pro-rata basis for any period where an employee has worked or is working part-time hours during their period of service and the employee has less than 24 years full-time service.
518. Where the period of continuous service, on the basis of which a redundancy benefit will be calculated, is comprised of both full-time and part-time service, eligible full-time service shall be counted before the part-time service. Where part-time service has been worked over variable weekly hours, the periods of greater weekly hours will be counted first.
519. Service for redundancy benefit purposes means:

- 519.1 service in the AEC;
- 519.2 government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
- 519.3 service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
- 519.4 service with the Australian Defence Forces, except where the member has voluntarily retired with an employer-financed benefit;
- 519.5 APS service immediately preceding deemed resignation under the repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes; and
- 519.6 service in another organisation where:
 - 519.6.1 an employee was reassigned duties from the APS to that organisation with a transfer of function; or
 - 519.6.2 an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS; and
 - 519.6.3 such service is recognised for long service leave purposes.
- 520. Where periods of service are not continuous, earlier periods of service will only count where there are no breaks between those periods, except where:
 - 520.1 the break in service is less than 1 month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
 - 520.2 the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.
- 521. Any period of service will not count for severance pay purposes if the previous service ceased:
 - 521.1 through termination on the following grounds, or on a ground equivalent to any of the following grounds:
 - 521.1.1 the employee lacks, or has lost, an essential qualification for performing his or her duties;
 - 521.1.2 non-performance, or unsatisfactory performance, of duties;
 - 521.1.3 inability to perform duties because of physical or mental incapacity;
 - 521.1.4 failure to satisfactorily complete an entry level training course;
 - 521.1.5 failure to meet a condition imposed under subsection 22(6) of the PSA; or
 - 521.1.6 a breach of the APS Code of Conduct.
 - 521.2 on a ground equivalent to a ground listed in the previous paragraph under the repealed *Public Service Act 1922*:
 - 521.2.1 through voluntary termination at or above the minimum retiring age applicable to the employee; or

521.2.2 with the payment of a redundancy benefit or similar payment or an employer financed termination benefit.

522. Absences from work, which do not count as service for long service leave purposes, will not count as service for redundancy pay purposes.
523. For the purpose of calculating any payment, salary will include:
- 523.1 the employee's salary at their substantive classification; or
 - 523.2 the salary of a higher classification, where the employee has been paid at the higher classification for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination; and
 - 523.3 other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

Redeployment

524. Employees who, during the consideration period, indicate a preference for redeployment will be advised in writing at the end of the consideration period that they are excess and may elect to be referred to the APS online redeployment register if available or an alternate redeployment service provider.

Retention period

525. The retention period will commence on the day that the employee receives advice in writing that they are excess.
526. Unless the employee agrees, the employment of an excess employee will not be involuntarily terminated until the relevant retention period below has elapsed:
- 526.1 13 months, where an employee has 20 or more years of service or is over 45 years of age; or
 - 526.2 7 months, for other employees.
527. If an employee is entitled to a redundancy payment in accordance with the NES, the relevant period in clause 526 is reduced by the number of weeks' redundancy pay that the employee will be entitled to under the NES on termination, as at the expiration of the retention period.
528. The retention period may, at the discretion of the Electoral Commissioner, be extended by any periods of paid personal leave with evidence, or periods of compensation leave granted during the retention period.
529. During the retention period, the Electoral Commissioner and the employee will cooperate to find alternative employment at the same level for the excess employee.
530. An excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment if these expenses are not met by the prospective employer.
531. An excess employee will be entitled to reasonable leave with full pay to attend necessary employment interviews.

532. An excess employee who moves to a different locality as a result of a reassignment of duties or reduction in classification is no longer excess and will be entitled to reasonable relocation expenses (clauses 443 to 445).
533. If, despite taking reasonable steps, the Electoral Commissioner has been unable to find alternative employment at level for the excess employee, the Electoral Commissioner may, with 4 weeks' notice, reassign the excess employee to a job with a lower APS classification. If this occurs before the end of the retention period, the employee will receive income maintenance to maintain their salary at the higher level for the balance of the retention period.
534. If an employee:
- 534.1 has received redeployment assistance for a period of at least 2 months; and
 - 534.2 the APS Online Redeployment Register, or redeployment service provider suggests no prospect of redeployment; and
 - 534.3 the Electoral Commissioner is satisfied there is insufficient productive work available for the remainder of the retention period,
- the Electoral Commissioner may, with the agreement of the employee, terminate the employment of the employee under section 29 of the PSA on the grounds that the employee is excess to requirements.
535. Upon termination, the employee will be paid a lump sum comprising:
- 535.1 the balance of the retention period (as adjusted in clause 527) and which is not less than the payment in lieu of notice of termination of employment; and
 - 535.2 an additional redundancy payment equal to the amount the retention period was shortened by under clause 527.

Involuntary termination of employment

536. The Electoral Commissioner may involuntarily terminate the employment of an excess employee at the end of the retention period. The minimum period of notice of termination will be as outlined in clause 513. An earlier period may be requested by the employee.
537. An excess employee will not have their employment terminated involuntarily if the employee has not been invited to accept an offer of voluntary redundancy or has elected to have their employment terminated but the Electoral Commissioner has refused to approve the election.
538. An excess employee will not have their employment terminated involuntarily without being given notice of termination in accordance with clause 513 or payment in lieu of notice.
539. The specified period of notice will as far as practicable be concurrent with the retention period.

Attachment A – Base salaries

Classification	Salary levels	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026	Legal Positions
APS 1	APS 1.1	\$50,158	\$52,164	\$54,516	Pay point removed	
	APS 1.2	\$51,064	\$53,107	\$55,125	\$57,497	
	APS 1.3	\$52,447	\$54,545	\$56,618	\$58,543	
	APS 1.4	\$54,604	\$56,788	\$58,946	\$60,950	
APS 2	APS 2.1	\$55,913	\$58,150	\$60,360	\$62,775	
	APS 2.2	\$57,872	\$60,187	\$62,474	\$64,598	
	APS 2.3	\$59,837	\$62,230	\$64,595	\$66,791	
	APS 2.4	\$62,004	\$64,484	\$66,934	\$69,210	
ASP 3	APS 3.1	\$63,686	\$66,233	\$68,750	\$71,088	
	APS 3.2	\$65,722	\$68,351	\$70,948	\$73,360	Government Lawyer 3.1
	APS 3.3	\$67,760	\$70,470	\$73,148	\$75,635	
	APS 3.4	\$69,793	\$72,585	\$75,343	\$77,905	Government Lawyer 3.2
APS 4	APS 4.1	\$70,982	\$73,821	\$76,626	\$79,231	
	APS 4.2	\$73,251	\$76,181	\$79,076	\$81,765	Government Lawyer 4.1
	APS 4.3	\$75,520	\$78,541	\$81,526	\$84,298	
	APS 4.4	\$77,785	\$80,896	\$83,970	\$86,825	Government Lawyer 4.2
APS 5	APS 5.1	\$79,169	\$82,336	\$85,465	\$88,834	
	APS 5.2	\$81,702	\$84,970	\$88,199	\$91,198	Government Lawyer 5.1
	APS 5.3	\$84,238	\$87,608	\$90,937	\$94,029	
	APS 5.4	\$86,763	\$90,234	\$93,663	\$96,848	Government Lawyer 5.2
APS 6	APS 6.1	\$87,635	\$91,140	\$94,603	\$99,734	
	APS 6.2	\$90,034	\$93,635	\$97,193	\$100,498	Government Lawyer 6.1
	APS 6.3	\$94,560	\$98,342	\$102,079	\$105,550	
	APS 6.4	\$98,223	\$102,152	\$106,034	\$109,639	Government Lawyer 6.2
	APS 6.5	New pay point added			\$111,701	Government Lawyer 6.3
EL 1	EL 1.1	\$109,443	\$113,821	\$118,146	\$122,163	
	EL 1.2	\$112,947	\$117,465	\$121,929	\$126,075	Senior Government Lawyer 1.1
	EL 1.3	\$118,194	\$122,922	\$127,593	\$131,931	
	EL 1.4	\$121,737	\$126,606	\$131,417	\$135,885	Senior Government Lawyer 1.2
	EL 1.5	\$123,331	\$128,264	\$133,138	\$137,665	Senior Government Lawyer 1.3
EL 2	EL 2.1	\$129,391	\$134,567	\$139,681	\$144,430	
	EL 2.2	\$130,459	\$135,677	\$140,833	\$145,621	Principal Government Lawyer 1.1
	EL 2.3	\$134,763	\$140,154	\$145,480	\$150,426	Principal Government Lawyer 1.2
	EL 2.4	\$139,081	\$144,644	\$150,140	\$155,245	
	EL 2.5	\$143,073	\$148,796	\$154,450	\$159,701	Principal Government Lawyer 1.3
	EL 2.6	\$151,927	\$158,004	\$164,008	\$169,584	Principal Government Lawyer 1.4

Attachment B – Supported Wage System

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

Definitions

2. In this attachment:

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

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

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

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

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

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

Eligibility criteria

3. Employees covered by this attachment will be those who are unable to perform the range of duties to the competence level required within the class for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
4. The attachment does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

Supported wage rates

5. Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to **Table 8** below.

Table 8: Applicable percentage of relevant minimum wage paid to applicable employees

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

6. Provided that the minimum amount payable to an employees to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.
7. Where an employee's assessed capacity is 10 per cent, they must receive a high degree of assistance and support.

Assessment of capacity

8. For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.
9. Assessment made under this attachment must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the FW Act.

Lodgement of SWS wage assessment agreement

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

Review of assessment

12. The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review

must be in accordance with the procedures for assessing capacity under the supported wage system.

Other terms and conditions of employment

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

Workplace adjustment

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

Trial period

15. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this attachment for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
16. During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
17. The minimum amount payable to the employee during the Trial Period must be no less than the current weekly rate, as determined by the Fair Work Commission.
18. Work trials should include induction or training as appropriate to the job being trialled.
19. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 8 and 9 of this attachment.

Attachment C – Event Periods

Determining an Event Period

1. The Electoral Commissioner may determine that the AEC has entered or concluded an ‘Event Period,’ with respect to an Electoral Event. The Electoral Commissioner must consider:
 - 1.1 the AEC’s operational requirements
 - 1.2 the AEC’s level of election readiness
 - 1.3 prospective or confirmed dates regarding the issues and return of writs; and
 - 1.4 any other relevant informationbefore this determination can be made.
2. During an ‘Event Period,’ the following terms and conditions will apply, in addition to those outlined in the rest of the agreement.
3. In the event that an Event Period clause contradicts another clause in this agreement, the Event Period clause will prevail.

Definitions

4. In this attachment:

Electoral Event means

- a. a National Election conducted under the CE Act;
- b. a national plebiscite under Commonwealth law; or
- c. a referendum conducted under the RMP Act; and
- d. does not include a by-election or Torres Strait Regional Authority election.

Event period means the period of time, as determined by the Electoral Commissioner, in which the AEC’s operations reflect the requirement to deliver an Electoral Event as outlined in clause 1 of this attachment.

Qualifying period means the period commencing from the date of issue of writs and ends on the date of return of the writs (in accordance with the CE Act and/or the RMP Act) and is the later date in the case of a general election and referendum being held at the same time. In relation to a plebiscite, in the absence of any prescribed period, an appropriate Qualifying period will be determined by the Electoral Commissioner.

Alternate bandwidth

5. The Electoral Commissioner may determine an alternate bandwidth for a particular cohort of employees, having regard to the operational requirements of the AEC and the consultation provisions (clauses 450 to 471) of this agreement. This change must only occur if doing so is necessary to assist the AEC in fulfilling its obligations of delivering an Electoral Event.

Alternate bandwidth rates

6. Subject to clause 5 of this attachment, employees whose alternate bandwidth includes hours which are outside the AEC's standard bandwidth (clause 131) will be paid the rates set out in **Table 9** below, calculated as a percentage of the employee's base rate of pay.

Table 9: Alternate bandwidth rates

Hours of work	Penalty rate
Ordinary duty performed between 7pm and 7am, Monday to Friday	130%
Saturday, all hours	150%
Sunday, all hours	200%
Public Holiday/Christmas Closedown	250%

7. Penalty rates are not cumulative. In an instance where multiple rates may apply, including overtime, the more beneficial rate will prevail.

Event continuity allowance

8. Employees who work the entire duration of the Qualifying Period will receive an allowance following the conclusion of an Electoral Event (Event continuity allowance).

Eligibility

9. In addition to working the Qualifying Period, employees must also:
- 9.1 ensure their timesheets (APS-level employees only) are completed, submitted and approved at the end of each settlement period occurring partly or wholly in the Qualifying Period;
 - 9.2 ensure any leave taken during the Qualifying Period is submitted and approved in accordance with the AEC's leave policy; and
 - 9.3 for non-ongoing employees, have completed 12-months of consecutive service (with no breaks in service) with the AEC by the end of the Qualifying Period. Periods of casual service do not contribute to the 12-month requirement.
10. The following employees are not eligible for the Event continuity allowance:
- 10.1 casual employees;
 - 10.2 employees who are on leave for the entire Qualifying Period; and
 - 10.3 employees who have temporarily transferred or are seconded to the AEC and, who by the end of the Qualifying Period, have not completed 12 months of consecutive service (with no breaks in service) with the AEC.

Payment calculation

11. The Event continuity allowance is:
- 11.1 \$2,704 gross for employees at the APS 1 to 4 classifications; and
 - 11.2 \$3,640 gross for employees at the APS 5 to EL 2 classifications.

12. Employees who received higher duties allowance for any part of the Qualifying Period will receive the Event continuity allowance associated with the higher classification.
13. The Event continuity allowance is only paid once if multiple Electoral Events are held at the same time.
14. The Event continuity allowance is paid on a pro-rata basis for:
 - 14.1 part-time employees, based on their ordinary hours of work;
 - 14.2 employees who take more than 75 hours of approved paid leave during the Qualifying period. The allowance proportion will be calculated using the following formula (pro-rata for part-time employees):

$$\frac{\text{Ordinary hours worked during the Qualifying period} - \text{Hours of approved paid leave exceeding 75 hours}}{\text{Full-time ordinary hours in the Qualifying period}}$$

- 14.3 employees who take any approved unpaid leave during the Qualifying period. The allowance proportion will be calculated using the following formula (pro-rata for part-time employees):

$$\frac{\text{Ordinary hours worked during the Qualifying period} - \text{Hours of approved unpaid leave}}{\text{Full-time ordinary hours in the Qualifying period}}$$

15. The Event continuity allowance will be paid no later than the third full settlement period after the Qualifying Period ends.
16. The Electoral Commissioner may, in exceptional circumstances, authorise payment of the Event continuity allowance, in full or in part, to an employee who does not meet the qualifying criteria in clause 9 of this attachment.

Emergency care of Dependants allowance

17. Subject to approval by the Electoral Commissioner and satisfactory evidence, an Employee may be reimbursed up to \$750 for reasonable and unavoidable costs incurred for emergency care of Dependants during an Electoral Event.

Event TOIL

Overview

18. Subject to the prior written approval of the Electoral Commissioner, an EL employee can accrue Event TOIL during the Qualifying Period.
19. Event TOIL is accrued:
 - 19.1 on an hour-for-hour basis;
 - 19.2 at time-and-a-half for each additional hour, when duties are performed on weekend and public holidays; and
 - 19.3 as an accessible leave credit.

20. EL employees are required to keep a written record of their hours worked each week, to be approved by their manager, before they can be credited with Event TOIL.
21. Subject to clause 18 of this attachment, EL TOIL during the Qualifying Period otherwise continues to operate in accordance with clauses 155 to 161.
22. Event TOIL cannot be accrued when the EL Employee has been approved to receive another payment for those hours (overtime, shift penalties, or alternate span of hours penalties).
23. EL employees performing work directed by the AEC in locations outside Australia will not be eligible for Event TOIL.

Accessing Event TOIL

24. Event TOIL that is not either used as leave or cashed out will be lost to the EL Employee.
25. Event TOIL credits will not be paid out on termination of employment with the AEC, unless otherwise approved by the Electoral Commissioner.

Using Event TOIL as leave

26. Unless being cashed out, Event TOIL must be used by an EL Employee within 6 months of the end of the Qualifying Period.
27. Event TOIL can be accessed similarly to other types of leave and is subject to approval of the employee's manager and considerations outlined in the AEC's leave policy.

Cash out

28. The Electoral Commissioner may approve a once off cash-out of up to 100 hours of any unused Event TOIL, following the end of an Electoral Event, provided the employee has:
 - 28.1 requested the cash out within 6 months of the end of the Qualifying Period and
 - 28.2 taken a minimum of 3 weeks annual leave and 5 days of Event TOIL (pro-rata for part-time EL employees) in the 12 months preceding the cash-out
29. The cash-out of Event TOIL is paid as a once-off lump sum payment and will not count as salary for any purpose.