



DECISION

Fair Work Act 2009

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

Climate Change Authority
(AG2024/484)

CLIMATE CHANGE AUTHORITY ENTERPRISE AGREEMENT 2024-2027

Commonwealth employment

COMMISSIONER PLATT

ADELAIDE, 20 MARCH 2024

Application for approval of the Climate Change Authority Enterprise Agreement 2024-2027

[1] An application has been made for approval of an enterprise agreement known as the *Climate Change Authority Enterprise Agreement 2024-2027* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Climate Change Authority (the Applicant). The agreement is a single enterprise agreement.

[2] The matter was allocated to my Chambers on 5 March 2024.

[3] On 6 March 2024, I conducted a telephone conference with the parties to seek clarification about aspects of the Agreement and invited the Applicant to address these matters including through the provision of an undertaking.

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

[5] With respect to the remaining issues, the Applicant has submitted an undertaking in the required form dated 19 March 2024, a copy of which is attached to this Agreement. The undertaking deals with the following topics:

- Higher duties allowance will be paid to employees after half a day where they occupy a role at a classification level higher than their substantive classification level consistent with the *Australian Public Service Enterprise Award 2015*.

- The requirement to prescribe the agreed part time hours of working including the start and finish times so as to determine when overtime is payable has been inserted, consistent with the *Australian Public Service Enterprise Award 2015*.

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

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

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

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

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



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE523892 PR772549>

Climate Change Authority Enterprise Agreement 2024- 2027

Table of Contents

Climate Change Authority Enterprise Agreement 2024-2027	1
Section 1: Technical matters.....	7
Title	7
Parties to the agreement	7
Operation of the agreement.....	7
Delegations	7
National Employment Standards (NES) precedence	7
Closed comprehensive agreement	8
Individual flexibility arrangements	8
Definitions	9
Usual location of work	11
Section 2: Remuneration	12
Salary.....	12
Payment of salary	12
Salary setting.....	12
Incremental advancement.....	13
Salary Packaging.....	15
Salary on reduction	15
Superannuation	15
Overpayments.....	16
Supported wage system.....	17
Cadets	17
Trainees.....	17
Section 3: Allowances and reimbursements	17
Higher duties allowance.....	17
Allowances	18
Workplace responsibility allowances.....	18
Climate Change Authority liaison officer/Ministerial officer allowance.....	19
Community language allowance	20
Equipment allowance	20
Motor vehicle allowance.....	21
Reimbursement for loss or damage.....	21

Restriction allowance	21
Overtime meal allowance	21
Professional membership/accreditation allowance	22
Section 4: Classifications and broadband	22
Graduates.....	22
Work Level Standards	22
Broadbands	22
Broadbands for APS Levels	22
Broadbands for Public Affairs Officers	23
Broadbands for Legal Officers.....	23
Broadbands for Research Scientists.....	23
Section 5: Working hours and arrangements	23
Job security	23
Commitment to ongoing employment and rebuilding APS capacity.....	23
Reporting.....	23
Pathways to permanency	24
Casual (irregular or intermittent) employment.....	24
Non-ongoing employment.....	24
Working hours.....	25
Flex for APS 1-6 classifications	25
Executive Level Time Off in Lieu (EL TOIL)	27
Overtime and restriction.....	28
Flexible working arrangements.....	29
Requesting formal flexible working arrangements.....	30
Varying, pausing or terminating flexible working arrangements	32
Working from home.....	32
Ad-hoc arrangements	33
Altering span of hours.....	33
Part-time work	33
Christmas closedown	34
Public holidays	34
Section 6: Leave	36
Annual leave.....	36
Purchased leave	37
Personal/carer's leave	37

Portability of leave	39
Miscellaneous leave with and without pay	40
Re-crediting of leave	41
Unauthorised absence	41
Long service leave	42
Cultural, ceremonial and NAIDOC leave	42
First Nations ceremonial and NAIDOC leave.....	42
Cultural leave	42
Parental leave	43
Payment during parental leave.....	43
Adoption and long-term foster care	44
Stillbirth.....	44
Pregnancy loss leave	45
Premature birth leave	45
Surrogate leave	45
Transitional provisions	45
Compassionate leave	46
Bereavement leave	46
Emergency response leave	46
Jury duty.....	47
Defence reservist leave.....	47
Defence service sick leave	48
Leave to attend proceedings	49
Section 7: Employee support and workplace culture	49
Blood donation.....	49
Vaccinations.....	49
Employee Assistance Program.....	50
Safe workplaces	50
Support for carers	50
Respect at work	50
Principles.....	50
Consultation.....	50
Family and domestic violence support	50
Integrity in the APS	52

First Nations cultural competency training.....	52
Diversity	53
Lactation and breastfeeding support.....	53
Disaster support.....	53
Section 8: Performance and development	54
Performance management	54
Managing underperformance	54
Workloads	55
Study assistance	55
Learning and development	56
Section 9: Travel and location-based conditions.....	56
Travel	56
Relocation assistance	57
Section 10: Consultation, representation and dispute resolution	57
Consultation.....	58
Principles.....	58
When consultation is required	58
Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees.....	59
Representation.....	59
Major change	59
Change to regular roster or ordinary hours of work.....	60
Interaction with emergency management activities	61
Agency consultative committee	61
APS consultative committee	61
Dispute resolution.....	62
Leave of absence to attend proceedings	63
Delegates' rights	63
Supporting the role of union delegates	63
Employee representatives	65
Section 11: Separation and retention.....	65
Grounds for termination of APS employees	65
Procedures in this Agreement	65
Right of review	65
Resignation	65

Payment on death of an employee.....	66
Redeployment, retraining, redundancy.....	66
Notification of Potentially Excess or Excess Status.....	66
Consultation.....	66
Consideration by excess employees	67
Accelerated separation	67
Redundancy Payments.....	68
Notice of Termination.....	68
Calculating Redundancy Payments.....	68
Retention Period	69
Retention period – early termination	70
Involuntary termination of employment at the conclusion of the retention period	70
Attachment A – Base salaries	71
Executive Level	71
Attachment B – Supported Wage System.....	75
Definitions.....	75
Eligibility criteria.....	75
Supported wage rates.....	75
Assessment of capacity.....	76
Lodgement of SWS wage assessment agreement	76
Review of assessment.....	77
Other terms and conditions of employment	77
Workplace adjustment.....	77
Trial period.....	77

Section 1: Technical matters

Title

1. This agreement will be known as the Climate Change Authority Enterprise Agreement 2024 -2027.

Parties to the agreement

2. This agreement covers:
 - 2.1 the Chief Executive Officer for and on behalf of the Commonwealth of Australia as the employer;
 - 2.1.1 all employees in the Climate Change Authority employed under the PS Act other than Senior Executive Service employees or equivalent;
 - 2.2 subject to notice being given in accordance with section 183 of the FW Act, the following employee organisation/s which were a bargaining representative for this agreement:
 - 2.2.1 Community and Public Sector Union.
 - 2.3 This Agreement replaces any employment conditions provided for in any common law contracts or determinations under section 24 (1) of the Public Service Act 1999 that were in place immediately before the Commencement Date. This does not affect any obligations or responsibilities that are a part of any employee's employment contract.

Operation of the agreement

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

Delegations

5. The Chief Executive Officer may delegate to or authorise any person to perform any or all of the Chief Executive Officer'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 Climate Change Authority 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 if 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 Climate Change Authority and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - 10.1 the agreement deals with one or more of the following matters:
 - 10.1.1 arrangements about when work is performed;
 - 10.1.2 overtime rates;
 - 10.1.3 penalty rates;
 - 10.1.4 allowances;
 - 10.1.5 remuneration; and
 - 10.1.6 leave and leave loading; and
 - 10.2 the arrangement meets the genuine needs of the Climate Change Authority and the employee in relation to one or more of the matters mentioned in clause 10.1; and
 - 10.3 the arrangement is genuinely agreed to by the Climate Change Authority and the employee.
11. The Climate Change Authority 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 Climate Change Authority must ensure that the individual flexibility arrangement:
 - 12.1 is in writing;
 - 12.2 includes the name of the Climate Change Authority and the employee;
 - 12.3 is signed by the Chief Executive Officer and the employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

- 12.4 includes details of:
 - 12.4.1 the terms of 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 Climate Change Authority must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 14. The Climate Change Authority or the employee may terminate the individual flexibility arrangement:
 - 14.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 14.2 if the Climate Change Authority and the employee agree in writing – at any time.
- 15. The Climate Change Authority and the employee are to review the individual flexibility arrangement at least every 12 months.

Definitions

- 16. The following definitions apply to this agreement:

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

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

Agency Head means the Chief Executive Officer of the Climate Change Authority or the Chief Executive Officer's delegate.

Agreement means the Climate Change Authority Enterprise Agreement 2024 - 2027.

APS means the Australian Public Service.

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

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

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

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

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

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

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

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

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

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

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

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

Family means:

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

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

Full-time employee means an employee employed to work an average of 37 hours and 30 minutes per week in accordance with this agreement.

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

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

ML Act means the *Maternity Leave (Commonwealth Employees) Act 1973* 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 or de facto partner or former spouse or 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.

Relevant employee means an affected employee.

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

Usual location of work

- 17.1. The employee's standard place of work will be the designated office location identified in the employee's letter of offer or other engagement documentation. If no designated office location was specified on engagement, the Chief Executive Officer may specify a designated office location by advising the employee in writing.
- 17.2 The Climate Change Authority and employee may agree to vary the employee's designated office location on a temporary or permanent basis.

Section 2: Remuneration

Salary

18. Salary rates will be as set out in Attachment A – Base salaries of this agreement.
19. The base salary rates in Attachment A – Base salaries include the following increases:
 - 19.1 4 per cent from the first full pay period on or after 1 March 2024 (the 14 March 2024);
 - 19.2 3.8 per cent from the first full pay period on or after 1 March 2025 (the 13 March 2025); and
 - 19.3 3.4 per cent from the first full pay period on or after 1 March 2026 (the 12 March 2026).
20. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the base salary rates in Attachment A – Base salaries were calculated based on base salary rates as at 31 August 2023.
21. Employees whose salary does not align to a pay point within the new pay scales after applying the annual increase will be placed on the next highest point in the range.

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.

23. All allowance rates specified in this agreement have been adjusted in accordance with the salary increases outlined in clause 19.

Salary setting

24. Where an employee is engaged, moves to or is promoted in the Climate Change Authority, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Chief Executive Officer determines a higher salary within the relevant salary range under these provisions.
25. Where an employee is engaged, moves to or is promoted in the Climate Change Authority, and their salary is below the top pay point of the relevant range as stated in Attachment 1 but not aligned with a pay point in the range, their salary will be paid at the next highest pay point in that range.

26. The Chief Executive Officer 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.
27. In determining a salary under these provisions, the Chief Executive Officer will have regard to a range of factors (as relevant) including the employee's experience, qualifications and skills.
28. Where an employee commences ongoing employment in the Climate Change Authority immediately following a period of non-ongoing employment in the Climate Change Authority, the Chief Executive Officer 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 Climate Change Authority.
29. Where an employee commences ongoing employment in the Climate Change Authority immediately following a period of casual employment in the Climate Change Authority, the Chief Executive Officer 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 Climate Change Authority.
30. Remuneration for part-time employees including employees in a job-sharing arrangement will be calculated as a pro rata of the appropriate salary rate indicated in Attachment A, based on the proportion of hours worked in comparison to full-time hours, apart from expense related allowances and reimbursements. When a part-time employee takes paid leave they will be paid on a pro rata basis reflective of their agreed ordinary hours of work. Long service leave will accrue and be paid in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* (Cth).
31. Where an APS employee moves to the Climate Change Authority at level from another APS agency, and their salary is above the maximum of the salary range for their classification or the Climate Change Authority maintains the employee's salary at level from another APS agency upon the employee's commencement with the Climate Change Authority, the Chief Executive Officer will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
32. Where the Chief Executive Officer determines that an employee's salary has been incorrectly set, the Chief Executive Officer may determine the correct salary and the date of effect.

Incremental advancement

33. On 1 July each year, incremental advancement within a classification level will be available to all employees participating in and meeting the requirements of the Performance Development Framework (PDF) and will be based on a review of performance during the previous PDF cycle.
34. Eligibility rules for salary progression:
 - a. a satisfactory performance rating during the employee's most recent performance review as defined in the Climate Change Authority's PDF;
 - b. completion of the requirements of the PDF; and
 - c. 6 months of aggregate eligible service in the Climate Change Authority at or above the relevant classification level during the most recent annual performance

management cycle within the PDF planning cycle ended 30 June. If an employee has less than 6 months of aggregate eligible service, the Chief Executive Officer may exercise their discretion to determine a higher salary under the salary setting clause in this agreement.

35. Incremental advancement will generally be to the next pay point within the current classification. The Chief Executive Officer may advance an employee two or more pay points subject to performance outcomes where the employee receives a rating greater than a satisfactory performance rating as outlined in the PDF.
36. The Chief Executive Officer may approve movement across classification levels within a broadband where it has been demonstrated the requirement of the position is at the higher level and the individual can perform at this level.
37. The Chief Executive Officer has the discretion to determine salary on the commencement of each period of non-ongoing engagement.
38. Eligible service for salary progression will include:
 - a. periods of paid leave and unpaid parental leave;
 - b. periods of unpaid leave that count as service; and
 - c. service while employed on a non-ongoing basis.
39. 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.
40. Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.
41. Salary progression while acting at a higher classification, will be retained for future acting duties at, or promotion to, that classification regardless of elapsed time.
42. Casual employees will not usually be eligible for incremental advancement.
43. Employees who either:
 - do not complete and meet the requirements of the PDF without reasonable cause; or
 - do not meet the eligibility criteria in clause 34will not move to the next pay point within that classification salary range. These employees will not be eligible for incremental advancement until the incremental advancement date in the next year.
44. For the purposes of this clause, 'reasonable cause' refers to employees absent from duty due to the following circumstances:
 - long term or frequent absence due to illness or injury (including affecting the employee or their immediate family or household); or
 - long service leave; or
 - compensation leave;
 - Parental leave; or
 - as otherwise determined by the Chief Executive Officer

45. An employee may seek review of their assessment. Where an employee has sought review of their assessment under the PDF and this is subsequently upheld, then incremental advancement will occur from 1 July.

Salary Packaging

46. Ongoing employees may access salary packaging through the Climate Change Authority's service provider and may package up to one hundred per cent of salary subject to any other payments that are required by legislation.
47. Where employees take up the option of salary packaging, the employee's salary for the purposes of superannuation, severance and termination payments, and any other purposes, will be determined as if the salary packaging arrangement had not occurred.
48. Any fringe benefits tax incurred by individual employees as a result of their salary packaging arrangement will be met by the individual employee with any Goods and Service tax benefit being passed onto the employee by the Authority.
49. Non-ongoing employees may access salary packaging of superannuation only.

Salary on reduction

50. An employee's classification may be reduced at the employee's request or if the Chief Executive Officer directs.
51. Reduction by the Chief Executive Officer may occur in the following circumstances:
- as a sanction in the event of a breach of the APS Code of Conduct;
 - where the employee is excess to requirements at the higher classification;
 - where the employee lacks or has lost an essential qualification for performing duties at the higher classification;
 - on the ground of non-performance or unsatisfactory performance of duties at the higher classification; or
 - where the employee is unable to perform duties at the higher classification because of physical or mental incapacity.
52. If an employee requests in writing or is directed to perform work at a lower classification level temporarily or permanently, the Chief Executive Officer will determine the salary rate at the lower classification level. The determination will reflect the employee's experience, qualifications and skills and the circumstances under which the reduction occurred.

Superannuation

53. The Climate Change Authority will make compulsory employer contributions as required by the applicable legislation and fund requirements.
54. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
55. The Climate Change Authority 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 Climate Change Authority payroll system.

Method for calculating superannuation salary

56. The Climate Change Authority will provide an employer contribution of 15.4 per cent of the employee's Ordinary Time Earnings (OTE) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation funds.
57. Employer contributions will be made for all employees covered by this agreement.
58. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

Payment during unpaid Parental Leave

59. Employer contributions will be paid on periods of unpaid parental leave at the employee's nominal base salary for periods of leave up to a maximum of 52 weeks. The Climate Change Authority 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 Climate Change Authority's payroll system.

Overpayments

60. An overpayment occurs if the Climate Change Authority 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). Where the Chief Executive Officer considers that an overpayment has occurred, the Chief Executive Officer will provide the employee with notice in writing. The notice will provide details of the overpayment.
61. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Chief Executive Officer 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.
62. If after considering the employee's response (if any), the Chief Executive Officer confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the Climate Change Authority in full, by the employee.
63. The Chief Executive Officer and the employee will discuss a suitable recovery arrangement. A recovery arrangement will consider 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.
64. The Climate Change Authority and the employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
65. Interest will not be charged on overpayments.
66. Nothing in clauses 46 to 52 prevents:
 - a. the Climate Change Authority from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;

- b. the Climate Change Authority from pursuing recovery of the debt through other available legal avenues; or
- c. the employee or the Climate Change Authority from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Supported wage system

- 67. An employee may be paid a percentage of the relevant pay rate for their classification in line with their assessed capacity to do the work if they:
 - a. have a disability;
 - b. meet the criteria for a Disability Support Pension; and
 - c. are unable to perform duties to the capacity required.
- 68. Specific conditions relating to the supported wage system are detailed in Attachment B – Supported Wage System.

Cadets

- 69. A Climate Change Authority Cadet or Climate Change Authority Indigenous Australian Cadet (local designation) will be engaged at the APS3.1 or 3.3 classification level, depending on their level of experience and existing skills. A Cadet will receive the normal rate of pay for their classification when attending the Climate Change Authority for practical training and 57% of this rate when in full-time study.
- 70. Climate Change Authority Cadet employees will undertake a course of training as determined by the Chief Executive Officer.
- 71. On successfully completing their training and receiving a rating of ‘fully effective’ in the Performance Development Framework, Cadet employees will progress to the maximum salary point applying to APS3 classification level.

Trainees

- 72. A Climate Change Authority Trainee who is an APS employee will undertake a course of training determined by the Chief Executive Officer and be paid a percentage of the rate of pay applying to the minimum pay point of the APS 3 classification level, having regard to the average proportion of time spent in approved training.
- 73. Upon successful completion of their training requirements a Climate Change Authority Trainee will be paid at the maximum APS3 pay point.

Section 3: Allowances and reimbursements

Higher duties allowance

- 74. Higher duties allowance will be payable where an employee has performed duties at a higher level 10 or more working days (inclusive of public holidays), during a performance cycle. If the

period extends beyond the 10 working days (inclusive of public holidays) the higher duties allowance will be payable for the period longer than 10 working days.

75. An employee who is reassigned duties at a higher level in an SES or non-SES position for a period of five consecutive working days or more and the role requires the management of other employees, will receive payment of the higher duties allowance.
76. Where the full duties of the position are not being undertaken by the employee, the Chief Executive Officer may agree to payment at a point in a classification below that of the higher position.
77. 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 Chief Executive Officer.
78. 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.
79. Where an employee is assigned only part of the higher duties, the Chief Executive Officer will determine the amount of allowance payable.
80. Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job-sharing arrangement and for part-time employees where the duration of the arrangement is at least 2 working weeks or pro-rated for part-time employees.
81. The pay point attained through salary advancement in previous periods of Higher Duties Allowance at that classification level will be at least maintained.
82. The Chief Executive Officer may shorten the qualifying period for higher duties allowance on a case-by-case basis.
83. An employee on higher duties allowance who is granted paid leave or who observes a public holiday will continue to receive higher duties allowance, payable having regard to the provisions of this section, during their absence. Higher duties allowance will not be paid beyond the date on which the employee would have ceased the period of temporary reassignment had they not been absent. Where the period of leave is paid at less than full pay, payment of higher duties allowance will be made on a pro rata basis.

Allowances

Workplace responsibility allowances

84. A workplace responsibility allowance will be paid where the Climate Change Authority has appointed or elected an employee to one of the following roles:
 - a. First Aid Officer;
 - b. Health and Safety Representative;
 - c. Deputy Health and Safety Representative;
 - d. Chief Warden;
 - e. Emergency Warden;

- f. Harassment Contact Officer; and
- g. Mental Health First Aid Officer.

85. An employee is not to receive more than one workplace responsibility allowance unless approved by the Chief Executive due to operational requirements.
86. The rate will be:

Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$32.38 per fortnight	\$33.61 per fortnight	\$34.75 per fortnight

87. As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the minimum rates in the table above.
88. The full allowance is payable regardless of flexible work and part-time arrangements, including job-sharing arrangements.
89. An employee's physical availability to undertake the role will be considered by agencies when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental Health First Aid Officers and Health and Safety Representatives depending on work group arrangements.
90. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full allowance 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.
91. The allowance is payable during periods of leave.
92. the allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

Climate Change Authority liaison officer/Ministerial officer allowance

93. Climate Change Authority liaison officers will receive an annual allowance paid fortnightly.
94. The rates will be:

Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$20,672 per annum	\$21,458 per annum	\$22,188 per annum

95. Payment is in recognition of the additional hours that may be required and is generally in lieu of flextime or TOIL.
96. This allowance may also be paid to other staff who are required to work in the Minister's office.

Community language allowance

97. A community language allowance will be paid where the Chief Executive Officer 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 Chief Executive Officer. Further information is included in policy.
98. The allowance is paid in accordance with the employee's level of competency:

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 Chief Executive Officer, 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 Chief Executive Officer	\$3,272 per annum	\$3,396 per annum	\$3,511 per annum

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

Equipment allowance

103. An employee who travels overseas is entitled to claim Equipment Allowance in accordance with the Climate Change Authority's travel policy to cover the cost of equipment or clothing that is necessary for the trip.

Motor vehicle allowance

104. The Chief Executive Officer may authorise an employee to use a private vehicle for official purposes if it results in greater efficiency or less expense for the Climate Change Authority.
105. The rate of allowance that will apply is applicable the Australian Taxation Office per kilometre deduction rate.

Reimbursement for loss or damage

106. The Chief Executive Officer may approve reimbursement to an employee for loss or damage to clothing and/or personal effects, which occurred during the employee's work.

Restriction allowance

107. The Chief Executive Officer may approve the provision of a restriction payment for out of hours work to an individual or group of employees, who have been directed to be contactable and available to be called out to perform extra duties outside their agreed bandwidth (noting the default bandwidth is 7.00am – 7.00pm) each week the employee is directed to be restricted.
108. The weekly restriction allowance will be:

Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$393.90 gross per week	\$408.87 gross per week	\$422.77 gross per week

109. Payment of restriction allowance will not be made to an employee who does not remain contactable or at the required degree of readiness to perform the overtime.
110. For any period of restriction less than one week in total, the employee will be paid 1/7 of the allowance for each 24-hour period.
111. A restricted employee who is required to perform overtime may be required to work at their usual workplace or at another designated place, including their home; duties may include provision of advice, the management of other employees, or work over the phone.
112. Where an employee restricted is required to perform overtime, but is not required to be recalled to work, overtime payment will be made subject to a one-hour minimum payment.
113. Where an employee restricted is recalled to duty at a place of work, overtime payment will be made, subject to a two-hour minimum payment including reasonable travelling time.
114. Overtime will be paid in accordance with clauses 169 and 170 of this Agreement.

Overtime meal allowance

115. If an employee, who is required to work overtime and:
- a meal break is taken during overtime following completion of duty on a normal working day; or
 - overtime is worked without a breakup to the completion of, or after, a meal period; or
 - a meal break is during overtime, before beginning duty on a normal working day; or

- a meal break is taken during overtime on a day that duty would not ordinarily be performed (e.g., weekends)
- meal allowances will be paid in accordance with the relevant Australian Taxation Office (ATO) Taxation Determination for Overtime Meal Allowances.

For the purposes of this clause the meal periods are:

- 6 am to 7 am
- 12:30 pm to 1:30 pm
- 7 pm to 8 pm
- midnight to 1 am.

Professional membership/accreditation allowance

116. The Climate Change Authority recognises the need for some employees to be professionally accredited in order to perform their role. In such cases the Climate Change Authority will reimburse fees for membership or accreditation of a professional association where it is deemed an essential requirement for an employee to undertake their responsibilities, or as agreed by the Chief Executive Officer.

Section 4: Classifications and broadbands

Graduates

117. A Climate Change Authority graduate will be engaged as an ongoing employee at the APS4.1 pay point of the Graduate Band (APS Level 3-5). After the second rotation, graduates who have received a rating of fully effective or a higher performance rating up to that date will advance to pay point APS5.1 in the Graduate Band.
118. On completion of their training program graduates will be assessed for advancement within the Graduate Band to pay point APS 5.4.
119. Graduates will not be eligible for higher duties allowance during the training program.

Work Level Standards

120. 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.

Broadbands

121. Salary rates for broadbands are depicted in Attachment A.

Broadbands for APS Levels

122. APS Level classifications in the Climate Change Authority will be broad banded as follows:
- Broadband including Graduates, Cadets, and Trainees: 2 - APS 3, APS 4 and APS 5.

Broadbands for Public Affairs Officers

123. Roles with duties that require an employee to hold qualifications or have extensive experience in public affairs, journalism or public relations are broad banded and designated as follows:

Local Designation	APS Classifications
Public Affairs Officer Grade 1	APS4, APS5
Public Affairs Officer Grade 2	APS6
Public Affairs Officer Grade 3	Executive Level 1 and Executive Level 2
Senior Public Affairs Officer Grade 1	Executive Level 2
Senior Public Affairs Officer Grade 2	Executive Level 2

Broadbands for Legal Officers

124. Roles with duties that require an employee to hold a degree in law, or admission in Australia as a legal practitioner and to use professional legal skills and abilities are broad banded as follows:

Local Designation	APS Classifications
Legal Officer	APS3, APS4, APS5, APS6
Senior Legal Officer	Executive Level 1 and Executive Level 2
Principal Legal Officer	Executive Level 2

Broadbands for Research Scientists

125. Research Scientists are broad banded as follows:

Local Designation	APS Classifications
Research Scientist	APS6, Executive Level 1
Senior Research Scientist Principal Research Scientist Senior Principal Research Scientist	Executive Level 2

Section 5: Working hours and arrangements

Job security

Commitment to ongoing employment and rebuilding APS capacity

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

Reporting

127. Where a consultative committee is in place, the Climate Change Authority will report to the Climate Change Committee 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 Climate Change Authority.

Pathways to permanency

128. The Climate Change Authority and the APS will comply with the casual conversion provision(s) of the FW Act. In addition, the Climate Change Authority 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

129. A casual (irregular or intermittent) employee is defined in the definitions section.
130. A decision to expand the use of casual employees is subject to clauses 448, 450, and 453 of this agreement.
131. The Climate Change Authority 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.
132. Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
133. 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.
134. 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.
135. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

Non-ongoing employment

136. A non-ongoing employee is defined in the definitions section.
137. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
- a. personal/carer's leave accrual at clauses 268 and 269;
 - b. redundancy provisions at clauses 501 - 536 subject to clause 138; and
 - c. performance management at clauses 420 – 426.
138. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clauses 501 - 536 will apply.

139. If the redundancy provisions apply to an employee under clause 138, the Climate Change Authority must adhere to the consultation requirements at section 10 and clauses 445 – 466.

Working hours

140. Ordinary hours of work for full-time employees are 37.5 hours per week (the standard day is 7 hours and 30 minutes).
141. The standard working day is considered from 8.30am to 12.30pm and 1.30pm to 5.00pm Monday to Friday.
142. Employees will not normally be required to work for more than 7 hours 30 minutes on any one day and should not work more than five (5) consecutive hours without taking a break of at least 30 minutes.
143. The default span of hours during which an employee may work their ordinary hours is 7.00am to 7.00pm Monday to Friday.
144. An employee's normal hours are those hours and time, within the agreed bandwidth, that the employee works on a regular basis. The pattern of hours by which an employee will work their ordinary hours should be agreed with their supervisor.
145. For part-time employees including employees on job sharing arrangements, ordinary hours of work are the hours of work agreed in their part-time work agreement.
146. The pattern of hours for a part-time work arrangement will provide for no less than three hours per day (or an alternative period agreed by the Chief Executive Officer and the employee) and will be continuous on any one day.
147. Managers will make every attempt to accommodate the part time work requests of employees returning from parental leave. Depending on operational requirements, the employee may be given suitable duties other than those performed prior to that leave. Reasons for non-approval must be provided in writing to the employee.

Flex for APS 1-6 classifications

148. Flextime is a system of flexible working hour arrangements that enables employees and managers to vary working hours, patterns and arrangements to provide maximum organisational flexibility with benefit to employees, clients and the Climate Change Authority. APS 1 to 6 employees, including part-time employees are eligible to participate and use flextime.
149. APS 3-6 level employees (and their equivalents) will be provided with flextime or payment of overtime where they are required by their manager to perform work:
- outside the bandwidth;
 - on a public holiday;
 - in excess of a standard day within the bandwidth (7 hours 30 minutes on any one day);
 - outside the hours of a part- time employee's agreement.

150. Flextime is the standard forms of recompense for all overtime for APS employees. However, in exceptional circumstances, the Chief Executive Officer may approve overtime payments for excess hours worked where considered appropriate or in accordance with clause 151.
151. The manager will authorise the payment of overtime in circumstances where, due to the nature of work and/or the significant overtime performed, it is unlikely that an APS employee will be able to take flextime within three months of the overtime having been performed, or where the employee requests payment to meet costs incurred because of having performed the overtime. Where payment of overtime is authorised, the payment will be calculated using the rates set out in clauses 169 and 170.
152. Climate Change Authority's flextime arrangements include the following features:
- when an employee works more than their standard hours they will accumulate a flextime credit, and when an employee works less than their standard hours, they will incur a flextime debit;
 - flextime will be credited or debited on a one-for-one basis (i.e., one hour worked will result in one hour of flextime credit);
 - an employee may reduce their flextime credit (or incur a flextime debit) by taking a flextime absence, which is an absence from the workplace during standard working hours requested in advance by the employee and approved by the employee's supervisor;
 - a flextime absence may be taken in part or full days up to a maximum of five (5) consecutive days;
153. APS 1-6 employees (and their equivalents) are eligible to accrue flextime for duty performed in excess of their ordinary hours of work (over the four-week settlement period), but which does not attract overtime.
154. The relevant manager may require an employee not to work hours in addition to ordinary hours where there is insufficient work. That is, a manager may require that an employee not accrue flextime where such accrual cannot be justified by the employee's workload.
155. Employees may carry over a maximum of one week flex credit at the end of the settlement period.
156. Flex credits exceeding one week (37.5 hours for a full-time employee) may be cashed out at ordinary time rates where, due to organisational requirements, the manager cannot envisage an opportunity for the employee to use these credits in the settlement period.
157. Employees may carry over a maximum of two days (15 hours) for a full-time employee) flex debit accumulated in any settlement period into the next settlement period.
158. Flex balances in accordance with clauses 156 and 157 will be retained upon movement, either temporary or permanent, between organisational units.
159. In circumstances where the maximum debit is exceeded at the end of a settlement period, the employee will endeavour to reduce the debit to the maximum allowable (or lower) over the next settlement period. Should this not occur, the amount may be recovered.
160. Where an employee has failed to comply with the provisions of flextime, the Chief Executive Officer may remove that employee from flextime for a specified period and the employee will revert to working the standard ordinary hours. Access to flexible working arrangements will be restored where the Chief Executive Officer is satisfied that the employee will maintain satisfactory attendance patterns.
161. An employee cannot claim flex or TOIL and also receive an overtime payment in respect of the same hours.

Executive Level Time Off in Lieu (EL TOIL)

162. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours. The Chief Executive Officer will ensure EL staff can access TOIL and that the provisions are consistently applied across the Climate Change Authority.
163. The Climate Change Authority does not endorse working arrangements that require EL employees to work excessive hours over significant periods. Where situations in relation to excessive hours do arise, the manager in consultation with the business unit's Executive is required, with the employee, to address the circumstances leading to excessive working hours.
164. EL employees (and their equivalents) are not generally entitled to overtime. However, in exceptional circumstances, the Chief Executive Officer may approve overtime payments for excess hours worked where considered appropriate or in accordance with clause 166.
165. EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the Climate Change Authority.
166. TOIL is the standard form of recompense for all EL employee overtime unless it is unlikely that an EL employee will be able to take TOIL within three months of the overtime having been performed, or where the employee requests payment to meet costs incurred as a result of having performed the overtime.
167. A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days as soon as practicable after the additional hours have been worked.
168. 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.
169. When overtime is worked, TOIL or paid overtime is calculated at the following rates:

Period	Rate
Monday to Friday	Time and one half for the first three hours and double time thereafter.
Saturday	Time and one half for the first three hours and double time thereafter.
Sunday	Double time
Public Holidays, from 8:30 am to 5:00 pm	Time and one half (in addition to normal salary).
Public Holidays, for any other hours	Double time and one half.

170. Where overtime is worked on a public holiday which falls on a weekday, TOIL is calculated at double time and a half for duty outside the standard day for full time employees (i.e., a standard day is from 8:30am to 5:00pm or the agreed pattern of hours for part-time

employees). For overtime within the standard day for full time employees or agreed pattern of hours for part-time employees, TOIL will be calculated at single time and a half as employees are already being paid single time for this period for the public holiday.

171. 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.
172. 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.
173. 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.
174. An individual may refer a matter relating to access to TOIL to Human Resources in the event that the provision of TOIL cannot be addressed in good faith by all parties. The HR will make a recommendation to the Chief Executive Officer and advise the employee of the outcome. This does not preclude the individual from accessing any other form of dispute resolution if the matter is still resolved after the review.
175. EL employees should not commence work on any day without having at least minimum break of eight hours plus reasonable travelling time from the previous day's duty, without specific approval from the Chief Executive Officer.
176. Regardless of the bandwidth, EL employees are required to break for at least 30 minutes after five (5) hours of continuous work.
177. An employee cannot claim TOIL and receive an overtime payment in respect of the same hours.

Overtime and restriction

178. A part time employee who has not elected to receive flextime or TOIL for work performed in excess of the agreed hours of duty over the settlement period will be eligible for overtime.
179. Where an employee is directed to perform overtime and is approved in advance by the Chief Executive Officer, overtime will be paid.
180. Time spent travelling to or from work will not count as part of an overtime attendance unless approved by the Chief Executive Officer prior to the travelling commencing.
181. In calculating the overtime entitlement, a divisor of 37.5 hours must be used.
182. Where overtime is worked on a public holiday which falls on a weekday, the overtime payment is calculated at double time and a half for duty outside the standard day for full time employees (i.e., a standard day is from 8:30am to 5:00pm or the agreed pattern of hours for part-time employees). For overtime within the standard day for full time employees or agreed pattern of hours for part-time employees, overtime payment will be calculated at single time and a half as employees are already being paid single time for this period for the public holiday.
183. Where a period of overtime is not continuous with ordinary duty, the minimum overtime payment is four hours at the relevant rate. Where the period of overtime is greater than four hours, payment will be made for the actual period worked at the relevant rate.
184. Overtime is considered to be continuous with ordinary duty when an employee does not have a break, other than a meal break, between the periods of ordinary duty and overtime.

185. Where more than one attendance is involved, the minimum overtime payment provision will not operate to increase an employee's overtime payment beyond that which they would have received had they remained on duty from the commencing time of duty on one attendance, to the ceasing time of duty on a subsequent attendance.
186. Where an employee is directed to work outside the bandwidth, the employee will be entitled to an eight (8) hour break plus reasonable travelling time before commencing work again, and the employee's manager should direct the employee to take a break of eight (8) hours. If the break occurs during standard working hours, then the employee will receive their normal salary during that period.
187. Clause 186 does not apply to an employee who is directed to work outside the bandwidth for a period of two (2) hours or less and the period of work commences no earlier than two (2) hours before the beginning of the bandwidth.
188. Where a break as described in clause 186 above is not possible due to operational requirements, the employee will be paid for subsequent periods of work at the applicable overtime rate until the employee has taken an eight (8) hour break.
189. An employee cannot claim flex or TOIL and also receive an extra duty payment in respect of the same hours.
190. Where employees are required to work outside the bandwidth and public transport or alternative arrangements are not available or practicable, managers should take account of the Climate Change Authority's duty of care regarding employees' safety and, if appropriate, provide secure, accessible car parking or reimburse the employee's costs of transport.

Flexible working arrangements

191. The Climate Change Authority, employees and their union recognise:
 - a. the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
 - b. access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
 - c. access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
 - d. that flexibility applies to all roles in the Climate Change Authority, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
 - e. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
192. The Climate Change Authority is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the Climate Change Authority at all levels. This may include developing and implementing strategies through the Climate Change Authority consultative committee.
193. 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

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

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

196. The request must:

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

197. The Chief Executive Officer must provide a written response to a request within 21 days of receiving the request.

198. The response must:

- a. state that the Chief Executive Officer approves the request and provide the relevant detail in clause 199; or
- b. if following discussion between the Climate Change Authority and the employee, the parties agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
- c. state that the Chief Executive Officer refuses the request and include the following matters:
 - i. details of the reasons for the refusal; and
 - ii. set out the Climate Change Authority's particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - iii. either:
 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 Climate Change Authority would be willing to make; or
 2. state that there are no such changes; and
 - iv. 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.

199. Where the Chief Executive Officer approves the request, this will form an arrangement between the Climate Change Authority and the employee. Each arrangement must be in writing and set out:

- a. any security and work health and safety requirements;
 - b. a review date (subject to clause 204); and
 - c. the cost of establishment (if any).
200. The Chief Executive Officer may refuse to approve the request only if:
- a. the Climate Change Authority has discussed the request with the employee; and
 - b. the Climate Change Authority has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
 - c. the Climate Change Authority and the employee have not reached such an agreement; and
 - d. the Climate Change Authority has had regard to the consequences of the refusal for the employee; and
 - e. the refusal is on reasonable business grounds.
201. Reasonable business grounds include, but are not limited to:
- a. the new working arrangements requested would be too costly for the Climate Change Authority;
 - b. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
 - c. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
 - d. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
 - e. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
 - f. it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
202. The individual may refer the matter to Human Resources in the first instance to have the matter reviewed. Human Resources will make a recommendation to the Chief Executive Officer and advise the employee of the outcome. This does not preclude the individual from accessing any other form of dispute resolution if the matter is still unresolved after the review.
203. For First Nations employees, the Climate Change Authority must consider connection to country and cultural obligations in responding to requests for altering the location of work.
204. Approved flexible working arrangements will be reviewed by the Climate Change Authority 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

205. An employee may request to vary an approved flexible working arrangement in accordance with clause 196. An employee may request to pause or terminate an approved flexible working arrangement.
206. The Chief Executive Officer may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 208.
207. The Climate Change Authority 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.
208. Prior to the Chief Executive Officer varying, pausing or terminating the arrangement under clause 206, the Climate Change Authority must have:
 - a. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
 - b. genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
 - c. had regard to the consequences of the variation, pause or termination for the employee;
 - d. ensured the variation, pause or termination is on reasonable business grounds; and
 - e. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 198(c).

Working from home

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

- 214. Working from home requests, including requests to vary, terminate or pause an existing Flexible Work Arrangement, are to be made using a Flexible Work Agreement form and will be considered in accordance with the Flexible Work Arrangements section of this Agreement.
- 215. A security assessment of the premises may be required if classified material is to be accessed or stored at the proposed location for working from home. Employees are expected to follow security protocols in accordance with the Climate Change Authority Security Plan.
- 216. Where deemed necessary a work health and safety assessment may also be conducted and necessary office equipment identified.
- 217. The travel time between the working from home site and a Climate Change Authority office is not included as part of the employee's normal working day unless directed and approved by the Chief Executive Officer or otherwise permitted under this Agreement.

Ad-hoc arrangements

- 218. 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.
- 219. Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 220. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 194 - 204.
- 221. The Climate Change Authority 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.
- 222. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the Climate Change Authority should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

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

Part-time work

- 224. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
- 225. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
- 226. Managers will make every attempt to accommodate the part time work requests of employees returning from parental leave. Depending on operational requirements, the

employee may be given suitable duties other than those performed prior to that leave. Reasons for non-approval must be provided in writing to the employee.

- 227. A part-time employee or an employee on a job-sharing arrangement will revert to full-time employment at the end of the agreed period unless a renewal is approved. A part-time employee may revert to full-time at any time if the Chief Executive Officer agrees.
- 228. A part-time employee may not vary their hours for a period of one week or less. Changes in hours for these periods should be accommodated using flextime or alternative arrangements as agreed with their manager. The pattern of working hours and any variations to the arrangements will be agreed in writing.

Christmas closedown

- 229. The Climate Change Authority will close its normal operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day.
- 230. Employees will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work. Where an employee is absent on leave, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave, (e.g., if on long service leave half pay, both sides of the close down payment for the close down is on half pay; if on leave less than full pay on only one side of the close down then pay will be at the full time rate).
- 231. There will be no deduction from Annual or Personal/carer's leave credits for the closedown days.
- 232. Part time employees normally not working on the days of the week on which annual closedown occur will not be entitled to alternative time off duty.
- 233. An employee who is required to work during Christmas closedown will receive time off in lieu.

Public holidays

- 234. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
 - a. 1 January (New Year's Day);
 - b. 26 January (Australia Day);
 - c. Good Friday and the following Monday;
 - d. 25 April (Anzac Day);
 - e. the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - f. 25 December (Christmas Day);
 - g. 26 December (Boxing Day); and

- h. any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.
- 235. 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.
- 236. The Chief Executive Officer 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.
- 237. The Chief Executive Officer 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.
- 238. 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.
- 239. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave, purchased leave, or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g., if on long service leave on half pay, payment is at half pay.)
- 240. 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 234.
- 241. An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
- 242. 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 Chief Executive Officer 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.
- 243. An employee may refuse on reasonable grounds a request to work on a public holiday.

Section 6: Leave

Annual leave

244. The purpose of annual leave is to provide employees with the opportunity for a reasonable break from work. Therefore, it is important that employees take leave within a reasonable period of its accrual, and that leave planning is an integral part of work planning and task allocation for managers. The timing and duration of annual leave is to be mutually agreed between the employee and manager unless the leave is for health and/or safety reasons.
245. Employees are entitled to the equivalent of 4 weeks (20 days), for each full year worked. Annual leave will accrue daily and be credited monthly.
246. Annual leave for part-time employees, including job-sharing employees, accrues on a pro-rata basis .
247. The taking of annual leave is subject to the approval of the manager and operational requirements.
248. Where 'leave without pay not to count as service' has been granted in the accrual period, annual leave will be adjusted on the day of accrual as follows:
- where aggregated absences for periods totalling 30 calendar days or less, the annual leave accrual is not affected;
 - where aggregated full day absences total more than 30 calendar days, the entire period of leave without pay is deducted from the number of calendar days to count as service in the formula at clause 249; and
 - where leave without pay covers an entire calendar year, no annual leave credit accrues for that year.
249. Annual leave credits for all eligible employees will be calculated using the following formula:

$$\left(\frac{\text{Calendar days in the month}}{365 \text{ calendar days} \text{ (366 in leap year)}} \times 150 \right) \left(\frac{\text{Monthly hours from employees work schedule}}{\text{Monthly hours from full time work schedule}} \right) = \text{Credit}$$

150 = Basic annual credit of four weeks expressed in hours

250. Each period of service that has different weekly hours, is calculated separately. If separate credits are calculated, all credits are added and expressed as a total number of hours of leave available.
251. Employees may take annual leave at either full or half pay. However, unless approved by the Chief Executive Officer, it may not be taken at half pay where the employee has an excess leave balance.
252. Where a public holiday occurs in a period of annual leave, the public holiday will not be deducted from the employee's annual leave credits.

253. Access to payment in lieu of unused accrued annual leave is available to employees when their APS employment is terminated.
254. Payment will be calculated using the employee's final rate of salary, including allowances that would have been included in the employee's pay during a period of annual leave.
255. Without limiting the general entitlement under clauses 245 - 247, an employee may access annual leave where they have a long-term illness and have exhausted other paid leave entitlements.
256. An employee who is ill or injured for one day or longer while on annual leave or long service leave and who produces satisfactory medical certificate may apply for personal/carer's leave and have their annual or long service leave recredited.
257. Where an employee's amount of accrued annual leave is approaching 40 days, the employee and the employee's supervisor should discuss the situation and seek to agree on a leave management strategy to reduce the amount of accrued annual leave. Any such strategy should take into account previous patterns of leave over the last couple of years.
258. An employee may cash out annual leave providing their remaining credit is not less than four weeks (equivalent amount for part time employees). In order to cash out annual leave, the employee will need to make an election in writing, and this must be approved by the Chief Executive Officer.
259. Where annual leave is cancelled or the employee is recalled to duty, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.

Purchased leave

260. Employees, with up to 12 months continuous service may, with Chief Executive Officer approval, apply to purchase up to 6 weeks (30 days) additional leave per calendar year.
261. Repayments for purchased leave will be calculated and deducted over 26 pay periods. A shorter period for repayments may be agreed to. Purchased leave must be taken within 12 months of the purchased leave date.
262. If the employee ceases employment during the year in which the leave was purchased, the purchased leave balance and payments will be reconciled, and payments recovered or refunded as appropriate. Unused purchased leave is not transferable between agencies.
263. Purchased leave will count for service for all purposes. The employee's salary for superannuation purposes continues to be their salary as if they had not purchased leave.

Personal/carer's leave

264. Personal/carer's leave may be used:
- due to personal illness or injury;
 - to attend appointments with a registered health practitioner;
 - to manage a chronic condition; and/or
 - to provide care or support for a family member (including a household member) or a person they have caring responsibilities for; because:
 - of a personal illness or injury affecting the person; or
 - of an unexpected emergency affecting the other person.

265. A person that an employee has caring responsibilities for may include a person who needs care because they:
- have a medical condition, including when they are in hospital;
 - have a mental illness;
 - have a disability;
 - are frail or aged; and/or
 - are a child, not limited to a child of the employee.
266. Leave at half pay may be approved by the Chief Executive Officer.

Accrual of Personal/Carer's Leave

267. On engagement, a new ongoing employee to the APS and the authority will be credited with personal/carers leave of 20 days (150 hours) or the part time equivalent. After 12 months the employee's leave will accrue daily, credited at least monthly.
268. For a non-ongoing employee, the personal/carers leave will be credited upon the employee's commencement with the Climate Change Authority. This will be 20 days leave pro-rated based on the employee's initial contract period and is capped at 20 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carers leave, leave will accrue daily, credited at least monthly.
269. Personal/carers leave credits will be calculated, using the following formula:

$$\left(\frac{\text{Calendar days in the month}}{365 \text{ calendar day}} \times 150 \right) \left(\frac{\text{Monthly hours from employees work schedule}}{\text{Monthly hours from full time work schedule}} \right) = \text{Credit}$$

(366 in leap year)

Where:

150 = Basic annual credit of twenty days expressed in hours

270. Where 'leave without pay not to count as service' has been granted in the accrual year, personal/carers leave accrual will be deferred as follows:
- where aggregated full day absences total 30 calendar days or less, the accrual is not affected;
 - where aggregated full day absences total more than 30 calendar days, the entire period of leave without pay defers accrual.
271. Personal/carers leave will not be debited where an employee is medically unfit for duty or required to undertake carers responsibilities on a public holiday which the employee would otherwise have observed.
272. If an employee is unexpectedly unable to attend work the employee or their representative should make a reasonable effort to notify the relevant supervisor before 9:30am.
273. An employee may be requested by their manager to provide acceptable supporting evidence including but not limited to a medical certificate from registered health practitioners, or a statutory declaration in the following circumstances:
- where the employee is or will be absent on personal/carers leave for three (3) or more consecutive working days; or
 - where the employee has taken more than ten days (10) of personal/carers leave in an accrual year and has been directed to provide evidence prior to taking additional leave.

274. 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.
275. Unpaid carer's leave may be taken as a single continuous period, or in separate periods as agreed by the employee and employer.
276. An employee cannot take unpaid personal/carer's leave if the employee could instead take paid personal/carer's leave.
277. Where an employee:
- has, or cares for someone with, a chronic condition or other ongoing illness;
 - is recovering from surgery;
 - is pregnant; or
 - is returning from parental leave or has a child commencing day care;
- and, as a result of the transition to daily accrual of personal/carer's leave, does not have sufficient credit to cover an absence for which they would otherwise be able to take personal/carer's leave, the Chief Executive Officer will advance the employee's accrual up to the 12-month anniversary when their leave would otherwise be credited.
278. An employee will not, without their consent, be retired on invalidity grounds before the employee's full pay personal/carer's leave has expired.
279. An employee, who has their APS employment terminated on the grounds of invalidity and is subsequently re-engaged as a result of action taken under section 75 of the Superannuation Act 1976, and the Superannuation Act 1990, is entitled to be credited with personal/carer's leave equal to the balance of personal/carer's leave at the time of termination.
280. Unused personal/carer's leave will not be paid out on termination of employment.

Portability of leave

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

Executive Officer will recognise any unused accrued personal/carer's leave at the employee's request. The Chief Executive Officer will advise the employee of their ability to make this request.

286. Where an employee is engaged as an ongoing employee in the Climate Change Authority, and immediately prior to the engagement the person was employed by a State or Territory Government, the Climate Change Authority 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 – 286, an employee with a break in service of less than 2 months is considered to have continuity of service.

Miscellaneous leave with and without pay

288. The Chief Executive Officer may approve miscellaneous leave with or without pay for a purpose not provided for elsewhere in this Agreement. Leave may be granted by the Chief Executive Officer, having regard to the operational needs of the Climate Change Authority, including for purposes that the Chief Executive Officer considers to be in the interests of the Climate Change Authority.
289. Casual employees may be granted paid Miscellaneous Leave for the purposes of family or domestic violence support or otherwise by government directive.
290. Miscellaneous leave to count as service with pay may be granted as follows but is not limited to:
- enable employees to attend to consequences of natural disasters that affects them. Leave may be up to five days for each occurrence;
 - to enable employee to undertake charity or community work. Employees may take up to one day per year for such purposes;
 - participate in recognised international sporting events, as a competitor or official, for the period required;
 - move house, up to one day per calendar year;
 - to enable an employee to attend their graduation ceremony, for up to one day; and
 - to enable an employee to attend their citizenship conferring ceremony, for up to one day.
291. Miscellaneous leave without pay may be granted by the Chief Executive Officer in, but not limited to, the following circumstances:
- study purposes;
 - accompanying a partner on a posting;
 - non-APS employment in the interests of the Commonwealth; and
 - leave for personal reasons.
292. Miscellaneous leave without pay will not count for service for any purpose with the following exceptions:
- leave for study purposes; and
 - leave for non-APS employment which is in the interests of the Commonwealth.

293. In order for absence on other leave without pay to count as service for personal and long service leave, the employee must resume duty with the Climate Change Authority at or before the expiration of the leave.
294. On return to duty from leave without pay which counts as service, leave credits (except for personal leave/carer's) will be calculated and applied in accordance with this Agreement. In the case of personal/carer's leave, the employee will accrue 10 days per year for the period of absence.

Re-crediting of leave

295. When an employee is on:
- a. annual leave;
 - b. purchased leave;
 - c. defence reservist leave;
 - d. First Nations ceremonial leave;
 - e. NAIDOC leave;
 - f. cultural leave; or
 - g. long service leave; and
- becomes eligible for, under legislation or this agreement:
- h. personal/carer's leave;
 - i. compassionate or bereavement leave;
 - j. jury duty;
 - k. emergency services leave;
 - l. leave to attend to family and domestic violence circumstances; or
 - m. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;
- the affected period of leave will be re-credited.
296. 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.
297. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

Unauthorised absence

298. Where an employee is absent from work without approval, all salary and other benefits provided under this Agreement will cease to be available until the employee resumes work or is granted leave. Where the employee is absent from work without approval for three consecutive working days, action on the grounds of non-performance of duties may

commence which may result in the employee's employment being terminated. Reasonable efforts will be made to contact the employee and to establish the reason for the unauthorised absence. For the avoidance of doubt, this clause will not be interpreted or applied in a manner so as to allow for the imposition of a penalty (as defined in the Fair Work Act 2009, as amended from time to time) on an employee:

- for breach of a requirement to provide notice or evidence for the purpose of substantiating either:
 - an entitlement to personal leave/carers leave;
 - a reason for absence from work due to illness, injury or emergency affecting either the employee or a member of the employee's Immediate Family or household; or
- for being absent from work due to an illness, injury or emergency affecting the employee or a member of the employee's immediate Family or household.

Long service leave

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

300. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at clauses 295 - 297 of this Agreement.

Cultural, ceremonial and NAIDOC leave

First Nations ceremonial and NAIDOC leave

301. First Nations employees may access up to 10 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations and participate in NAIDOC week activities.

302. The Chief Executive Officer may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.

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

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

Cultural leave

305. The Chief Executive Officer may grant up to 5 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, or to participate in NAIDOC week activities.

306. The Chief Executive Officer may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.

307. Cultural leave can be taken as part days.

308. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 301.

Parental leave

309. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
310. 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.
311. 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.
312. 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

313. An employee is entitled to parental leave with pay as per clauses 315 and 316 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee's parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.
314. Employees newly engaged in the agency or who have moved to the Climate Change Authority from another APS agency are eligible for the paid parental leave in clauses 315 and 316 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 315 and 316, the balance is available to the employee.
315. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in Table 1 below.

Table 1: Primary caregivers - circumstances for paid parental leave

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

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

Table 2: Secondary caregivers - circumstances for paid parental leave

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

317. **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.
318. **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.
319. **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

320. 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:
- is under 16 as at the day (or expected day) of placement;
 - has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
 - is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
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 two weeks.

323. A stillborn child is a child:

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

Pregnancy loss leave

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.

Surrogate leave

327. The CEO will grant 14 weeks paid leave to an employee who, through a valid surrogacy arrangement, will be the primary care giver of a dependent child. The leave is to be taken immediately following the birth of the child. Relevant supporting evidence must be submitted on application for leave.

Transitional provisions

328. 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.

329. On ending parental, maternity leave, adoption or permanent/foster care/surrogate leave, an employee is entitled to return to:

- the employee's pre-parental/parental leave duties; or
- if those duties no longer exist – an available position for which the employee is qualified and suited at the same classification and pay as applied pre-parental/parental leave. Where this is not practical, other duties will be sought, with the redeployment, reduction and redundancy provisions applying to any placement.

For the purposes of this clause, duties means those performed:

- if the employee was moved to safe duties because of the pregnancy – immediately before the move; or

- if the employee began working part-time because of the pregnancy – immediately before the part-time employment began; or
- otherwise – immediately before the employee commenced maternity or parental leave.

Compassionate leave

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

- 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
- the employee or their partner has a miscarriage.

An employee may apply to take additional days on personal/carers leave, in accordance with clauses 264 – 265.

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

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

333. For casual employees, compassionate leave is unpaid.

Bereavement leave

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

- a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or
- a child is stillborn, where the child was a member of their family (including a member of their household).

An employee may apply to take additional days on personal/carers leave, in accordance with clauses 264 - 265.

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

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

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:

- a. the time engaged in the activity, including regular training;
 - b. participate in all emergency services responses;
 - c. reasonable travelling time; and
 - d. reasonable recovery time.
- 339. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave (pro-rated for part-time employees) at full pay per year if required. The Chief Executive Officer may provide additional emergency response leave with pay.
- 340. Paid leave may be refused where the employee's role is essential to the Climate Change Authority'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 Chief Executive Officer may approve reasonable paid or unpaid leave for ceremonial duties.
- 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.
 - a. 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 Climate Change Authority for the period of absence. This will be administered in accordance with the overpayments clause.

Defence reservist leave

- 348. The Chief Executive Officer will give an employee leave with or without pay to undertake:
 - a. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
 - b. Australian Defence Force Cadet obligations.
- 349. An employee who is a Defence Reservist can take leave with pay for:
 - a. up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and

- b. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
- 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:
 - a. Australian Navy Cadets;
 - b. Australian Army Cadets; and
 - c. 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.
- 357. Eligible employees may also apply for Annual leave, long service leave, leave without pay, top-up pay, or they may use flextime or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
- 358. Employees are to notify supervisors at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

Defence service sick leave

- 359. An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
 - a. warlike service; or
 - b. non-warlike service.
- 360. An eligible employee can get 2 types of credits:
 - a. an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
 - i. they start employment with the APS; or
 - ii. DVA certifies the condition; and

- b. an annual credit of 3 weeks (15 days) defence service sick leave.
- 361. 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.
- 362. Unused annual credits can be built up to 9 weeks.
- 363. An employee cannot use annual credits until the initial credit is exhausted.
- 364. Defence service sick leave is paid and counts as service for all purposes.

Leave to attend proceedings

- 365. 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.
- 366. An employee who is not covered under clause 365, 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 Climate Change Authority.
- 367. An employee may otherwise be granted paid or unpaid miscellaneous leave by the Chief Executive Officer 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.
- 368. The Chief Executive Officer may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

Section 7: Employee support and workplace culture

Blood donation

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

Vaccinations

- 371. The Climate Change Authority will offer annual influenza vaccinations to all employees at no cost.
- 372. Where the Climate Change Authority 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

373. 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 Climate Change Authority and will be accessible on paid time.

Safe workplaces

374. The Climate Change Authority provide a program of health activities for employees. Employees are encouraged to participate in the activities which are promoted.

Support for carers

375. The Climate Change Authority will reimburse reasonable, unavoidable, additional costs associated with the care of a family member or dependent where an employee is required to travel away from their normal work location for business purposes or is directed to work outside their normal pattern of hours. The employee must advise their supervisor in advance that costs may be incurred. This provision may also cover costs associated with alternative care for pet accommodations incurred as a direct consequence of travel or official duties.

Respect at work

Principles

376. The Climate Change Authority values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The Climate Change Authority recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
377. The Climate Change Authority 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

378. The agency will consult with employees and their unions through the Climate Change Authority's consultative committee 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

379. The Climate Change Authority will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.

380. The Climate Change Authority recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
381. Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.
382. An employee experiencing family and domestic violence support is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- a. illness or injury affecting the employee resulting from family and domestic violence;
 - b. providing care or support to a family 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;
 - c. 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;
 - d. making arrangements for the employee's safety, or the safety of a close relative;
 - e. accessing alternative accommodation;
 - f. accessing police services;
 - g. attending court hearings;
 - h. attending counselling; and
 - i. attending appointments with medical, financial or legal professionals.
383. 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.
384. 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.
385. These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.
386. 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.
387. 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.
388. Evidence may be requested to support the Climate Change Authority 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 Climate Change Authority will require, unless the employee chooses to provide another form of evidence.
389. 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.

390. The Climate Change Authority will take all reasonable measures to treat information relating to family and domestic violence confidentially. The Climate Change Authority will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the Climate Change Authority may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
391. Where the Climate Change Authority needs to disclose confidential information for purposes identified in clause 390, where it is possible the Climate Change Authority will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
392. The Climate Change Authority 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.
393. 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.
394. The Climate Change Authority 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.
395. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

Integrity in the APS

396. The Climate Change Authority 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 Climate Change Authority decisions.
397. 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.
398. Employees can, during their ordinary work hours, take time to:
- a. access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the agency; and
 - b. attend Climate Change Authority mandated training about integrity.

First Nations cultural competency training

399. The Climate Change Authority 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.

400. 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.

Diversity

401. The Climate Change Authority is committed to maintaining a diverse workforce.

Lactation and breastfeeding support

402. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
403. The Climate Change Authority will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 404. In considering whether a space is appropriate, an agency should consider whether:
- a. there is access to refrigeration;
 - b. the space is lockable; and
 - c. there are facilities needed for expressing, such as appropriate seating.
404. Where it is not practicable for a Climate Change Authority site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
405. The Climate Change Authority will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
406. 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.
407. Further information is available in policy.

Disaster support

408. 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 Chief Executive Officer will consider flexible working arrangements to assist the employee to perform their work.
409. Where flexible working arrangements are not appropriate, the Chief Executive Officer 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.

410. In considering what period of leave is appropriate, the Chief Executive Officer will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth authorities.

Section 8: Performance and development

Performance management

411. The Climate Change Authority understands the importance of measuring and recognising performance.
412. The parties agree that an effective system of performance management is integral to the operations of the Climate Change Authority, which will develop and maintain an effective Performance Development Framework that will provide mechanisms for:
- effective, two-way feedback between employees and their managers;
 - identifying development needs and career opportunities;
 - determining substantive level;
 - rewarding good work performance; and
 - managing underperformance.
413. The Performance Development Plan is a living document underpinned by Performance Development Framework (PDF) and is intended to provide structured support for, rather than to replace, the day-to-day provision of guidance, recognition and exchange of feedback in the Climate Change Authority's workplace.
414. Upon commencement of this agreement a three-point scale will be used when discussing and assessing the outcome of performance and development at the end of performance cycle assessment discussions.
415. The underlying principles of the PDF will be based on natural justice and constant feedback aimed at ensuring there are "no surprises" in relation to performance matters.
416. Incremental advancement will be available to employees consistent with clauses 33 – 45 of this Agreement provided the employee has not already reached the highest pay point for their classification.
417. All employees covered by this Agreement (other than non-ongoing employee engaged for a period of less than 13 weeks) must participate in the Climate Change Authority's performance management framework.
418. Employees are expected, as a minimum to maintain a satisfactory standard of performance. Where underperformance is identified, the authority will work with affected employee and their manager to address the causes of the unsatisfactory performance.
419. Further information is available in policy.

Managing underperformance

420. The Climate Change Authority is committed to clearly defining work performance standards through the PDF. Employees are to receive regular and specific feedback on their performance and are to be provided with appropriate support from managers in meeting expected performance standards.
421. The guidelines for management of underperformance will not apply to:

- employees during a period of probation;
 - non-ongoing employees; or
 - employees being case managed due to identified medical condition/injury or loss of essential qualifications.
422. Where underperformance is identified, the Climate Change Authority will work with affected employees and their managers to attain and sustain the standards required. The following steps should be taken to address the underperformance:
- The underperformance should be promptly discussed with the employee and an improvement plan developed. Identified strategies should be clearly defined and an agreed timeframe for improvement be specified. This timeframe should be no less than four weeks.
 - Where there is no improvement the manager will provide the employee, and more senior manager, with written advice of the need for the employee's performance to improve. During a six-week assessment period, the manager will assess the employee's performance and prepare a progress report, at a minimum, on a weekly basis.
423. In line with natural justice principles the employee must be given the opportunity to comment on all reports produced through the underperformance process.
424. If the employee's performance remains unsatisfactory possible actions include reduction in classification, reassignment of duties or termination of employment.
425. If the employee has met the expected standard of performance at the end of the six-week assessment period, no further action will be taken.
426. Further information is available in policy.

Workloads

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

Study assistance

430. As part of the Climate Change Authority's commitment to capability development, employees are encouraged to undertake relevant study.
431. Employees undertaking formal study, which is relevant to business requirements, may be eligible for reimbursement of course fees up to the cost of the course and/or study leave of up to 75 hours per semester or agreed period of study which includes reasonable travelling time.

432. Further details on the type of study assistance available are in the Study Assistance Policy

Learning and development

433. The Climate Change Authority recognises the importance of a comprehensive development strategy for all employees and managers that:

- develops and supports professional and technical expertise;
- supports organisational priorities,
- provides a range of learning and development mechanisms consistently available to support the development of employees to meet the priority capabilities, skills and knowledge identified in their performance agreements; and
- recognises and supports relevant studies through studies assistance.

434. The Climate Change Authority provides numerous capability development opportunities for employees including:

- on the job learning opportunities including special projects, taskforces and secondments;
- core skill training such as writing skills, Microsoft office suite, project management;
- strategic skill sets including policy and legislative processes, developing business cases; and
- leadership skills.

435. Identified development needs should be recorded in the employee's performance development agreement and be reviewed on a regular basis in line with the Performance Development Framework.

Section 9: Travel and location-based conditions

Travel

436. Official travel is defined as short term travel (between 1 day and 3 months) to a locality away from an employee's headquarters undertaken whilst performing duties on behalf of the Climate Change Authority and which is approved by the Chief Executive Officer.

437. The following principles apply to the undertaking of travel on official business:

- travel expenditure should always be cost effective, efficient, ethical and defensible;
- in organising and approving travel for official business, delegates shall be flexible in accommodating the needs of employees, taking into account personal circumstances, including family responsibilities, safety, security and other relevant factors that may affect an employees' ability to travel;
- travel must be organised to ensure maximum value to the Australian Government;
- travel should only be undertaken when it is the most effective way to achieve organisational objectives, and video or teleconferencing has been investigated; and
- found not to be suitable/viable option; and
- the decision to travel should be made with consideration of the impact on the environment and wherever possible alternative means of communication need to be considered.

438. An employee undertaking official travel lasting at least 2 hours but not extending overnight is entitled to a part-day travel allowance under the relevant ATO Tax Determination for Reasonable Travel. This allowance will be pro-rated based upon the time traveling and is paid through payroll, after travel is completed and is subject to taxation.

Relocation assistance

439. Where an APS employee is required to relocate at the request of the Climate Change Authority (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
440. Where an employee is required to relocate on engagement with the Climate Change Authority, the employee will be provided with financial relocation assistance.
441. Reasonable expenses associated with the relocation include:
- a. the cost of transport of the employee, their dependents and partner by the most economical means;
 - b. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
 - c. costs associated with the sale and purchase of the employee's normal place of residence;
 - d. temporary accommodation in the new location, generally up to three months;
 - e. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
 - f. the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
442. Additional relocation assistance may be considered by Chief Executive Officer discretion.
443. Where the relocation is temporary a package (including one return airfare home each 8 weeks) will be determined for the period after 21 days.
444. Relocation or temporary transfer at the request of the employee will not attract relocation assistance.

Section 10: Consultation, representation and dispute resolution

Consultation

Principles

445. 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.
446. The Climate Change Authority recognises:
- a. the importance of inclusive and respectful consultative arrangements;
 - b. employees and the relevant union(s) should have a genuine opportunity to influence decisions;
 - c. the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
 - d. consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
 - e. the benefits of employee and union involvement and the right of employees to be represented by their union.
447. Genuine and effective consultation involves:
- a. providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
 - b. providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
 - c. considering feedback from employees and the relevant union(s) in the decision-making process; and
 - d. advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

When consultation is required

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

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

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

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

450. This clause applies if the Climate Change Authority:

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

Representation

451. 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.

452. The Climate Change Authority must recognise the representative if:

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

Major change

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

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

454. The following additional consultation requirements in clauses 455 - 461 apply to a proposal to introduce a major change referred to in clause 448(c).

455. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 449.
456. Where practicable, a Climate Change Authority 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.
457. The Climate Change Authority must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
458. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 449, the Climate Change Authority must:
- a. discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - i. the proposed change:
 - ii. the effect the proposed change is likely to have on the employees; and
 - iii. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - b. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - i. all relevant information about the proposed change, including the nature of the change proposed; and
 - ii. information about the expected effects of the proposed change on the employees; and
 - iii. any other matters likely to affect the employees.
459. The Climate Change Authority 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.
460. However, the Climate Change Authority is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
461. 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 Climate Change Authority, the requirements set out in clauses 455 – 459 prior to a decision being made are taken not to apply.

Change to regular roster or ordinary hours of work

462. The following additional consultation requirements in clause 463 – 466 apply to a proposal to introduce a change referred to in clause 448(e).
463. The Climate Change Authority must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.

464. As soon as practicable after proposing to introduce the change, the Climate Change Authority must:
- a. discuss with employees and the relevant union(s) and/or other recognised representatives:
 - i. the proposed introduction of the change; and
 - b. for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - i. all relevant information about the proposed change, including the nature of the proposed change; and
 - ii. information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - c. invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, the Climate Change Authority is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
465. The Climate Change Authority 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

466. 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

467. The Chief Executive Officer may establish an agency consultative committee to discuss relevant workplace matters.
468. Climate Change Authority consultative committees will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.

APS consultative committee

469. The Chief Executive Officer 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

470. If a dispute relates to:

- a. a matter arising under the agreement; or
- b. the National Employment Standards;

this term sets out procedures to settle the dispute.

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

472. 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.

473. 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.

474. 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 473 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

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

- a. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- b. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the 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.

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

- a. an employee must continue to perform their work as they would normally in accordance with established custom and practice at the Climate Change Authority that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
- b. subject to clause 476(a), an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or

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

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

478. Any disputes arising under the Department of Climate Change and Energy Efficiency Enterprise Agreement 2011 - 2014 or the National Employment Standards that were formally notified under clause 9.4 of that agreement before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

Leave of absence to attend proceedings

479. Where the provisions of clauses 470 - 474 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 471, 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 474.

Delegates' rights

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

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

482. The Climate Change Authority and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

483. The Climate Change Authority respects the role of union delegates to:

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

484. The Climate Change Authority 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.

485. 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.
486. To support the role of union delegates, the Climate Change Authority will, subject to legislative and operational requirements, including privacy and security requirements:
- a. 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 during working hours;
 - to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;
 - b. 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;
 - c. 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;
 - d. provide access to new employees as part of induction; and
 - e. provide paid time off and reasonable access to union delegates to attend appropriate paid time training in workplace relations matters and to represent union members in the Climate Change Authority at relevant forums, during normal working hours.
487. In exercising their rights, workplace delegates and unions will consider operational issues, Climate Change Authority policies and guidelines and the likely affect on the efficient operation of the Climate Change Authority and the provision of services by the Commonwealth.
488. For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors, and Section Councillors.
489. 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 Climate Change Authority before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

Employee representatives

490. The parties recognise that employees are free to choose to join or not to join a union. Irrespective of that choice, employees will not be disadvantaged or discriminated against in respect of their employment under this Agreement. Employees who choose to be members of a union have the right to have their industrial interests represented by that union and to participate in lawful union activities, subject to the terms of this Agreement and relevant industrial legislation.

Section 11: Separation and retention

Grounds for termination of APS employees

491. Where an APS employee in the Climate change Authority is to have their employment terminated, the provisions of Section 29 of the Public Service Act 1999 shall be applicable.

Procedures in this Agreement

492. Where procedures outlined in this Agreement may lead to termination of employment on any of the allowable grounds under section 29 of the Public Service Act 1999, those procedures must be followed before an ongoing employee's employment may be terminated.

Right of review

493. The sole and exhaustive rights and remedies in relation to termination of employment are under:
- the Public Service Act 1999;
 - other Commonwealth laws (including the Constitution); and
 - common law.
494. To avoid doubt, this Agreement does not provide the employee with any rights or remedies in relation to the termination of their employment insofar as it is alleged to be harsh, unjust or unreasonable.
495. Termination of employment, or a decision to terminate, employment, cannot be reviewed under the dispute resolution procedure contained in this Agreement or under the review of employment related action procedures.

Resignation

496. An employee may resign from their employment by giving the Chief Executive Officer at least 2 weeks' notice, in writing unless otherwise agreed with their manager.
497. At the instigation of the Chief Executive Officer, 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.

498. The Chief Executive Officer has the discretion to agree to a shorter period of notice or waive the requirement to give notice.
499. Where an employee resigned on a public holiday, they will be deemed to have resigned on the last working day prior to the public holiday.

Payment on death of an employee

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

Redeployment, retraining, redundancy

501. The following redeployment, reduction and retrenchment (RRR) provisions will apply to ongoing employees who are not on probation.

Notification of Potentially Excess or Excess Status

502. Throughout the process the Chief Executive Officer will take all reasonable steps, consistent with efficient operational requirements, to transfer the employee if the employee is potentially excess to a suitable vacancy at an equal classification level within the Climate Change Authority. As a potentially excess employee it is the employee's responsibility to take all reasonable steps to identify and apply for suitable vacancies at an equal classification level.
503. If redeployment has not been successful, the employee will be declared excess.
504. The Climate Change Authority will consider an excess employee in isolation from and not in competition with other applicants for any advertised job in the Climate Change Authority at or below the employee's classification level for which the employee has applied.
505. Employees seeking redeployment may be referred to a redeployment program, if redeployment is not readily available in the Climate Change Authority which will meet any costs associated with this referral.
506. An employee who has been referred to a redeployment program and who has not already been made an offer of redundancy will be made an offer of redundancy two months after the referral if the employee cannot be placed within the Climate Change Authority or the APS.
507. An employee who has been advised that he or she is excess will be made only one offer of voluntary retrenchment in respect of any single retrenchment situation.

Consultation

508. Where the Chief Executive Officer considers there is likely to be a need to identify employees as excess, he/she will, as soon as practicable, advise the employees of the situation in writing, and offer to hold discussions with those employees, to consider:

- actions that might be taken to reduce the likelihood of the employees becoming excess;
 - redeployment opportunities for the employees within the agency or another APS agency;
 - the possibility of retrenchment with the payment of a redundancy benefit; and
 - an employee may choose to be represented in any such discussions.
509. This consultation period will extend for at least a 4-week period but may be reduced with the written agreement of the employee.

Consideration by excess employees

510. Where the Chief Executive Officer, having regard to any recommendation from a relevant manager, likelihood of reassignment and any statement made by the employee or representative, declares an employee is excess to the Climate Change Authority's requirements, the Chief Executive Officer will:
- advise the employee in writing of the decision and may invite the employee to elect for retrenchment with the payment of a redundancy benefit;
 - ensure the employee is provided, as soon as is practicable, with information on the entitlements they would be eligible to receive if terminated, including superannuation options and taxation treatment of entitlements;
 - reimburse the employee up to \$500.00 for expenses incurred in seeking financial advice; and
 - career counselling up to \$3,000 for APS 1-6, \$5,000 for EL1 and 2 and equivalent.
511. Where the Chief Executive Officer invites an excess employee to elect for retrenchment with a redundancy benefit, the employee will have three weeks in which to notify the Chief Executive Officer of their decision (the consideration period). Where the employee elects for retrenchment the Chief Executive Officer may decide to retrench the employee but will not give notice of termination before the end of the consideration period without the agreement of the employee.
512. The consideration period can be reduced by agreement between the employee and the Climate Change Authority. Where the period is reduced the employee will, on termination, be paid the unexpired period of the consideration period; and payment in lieu of the relevant period of notice of termination provided for in clauses 520 and 521.
513. Only one invitation to elect for retrenchment with the payment of a redundancy benefit will be made to an excess employee.

Accelerated separation

514. The Chief Executive Officer may provide employees likely to be subject to the redundancy provisions of this Agreement with an accelerated separation option. In addition to the severance benefit, this option provides employees who have been identified as eligible to be made an offer of voluntary redundancy and whose employment is terminated by the Chief Executive Officer under section 29 of the Public Service Act 1999 on the grounds that they are excess to requirements within 14 days of receiving it, an amount of 10 weeks' salary (or 11 weeks' salary for an employee 45 years of age with a least two years continuous service). The payments made under this clause are inclusive of the period of consideration and any statutory entitlement to payment in lieu of notice.

Redundancy Payments

515. If the employee accepts an offer of redundancy and their employment is terminated by the Chief Executive Officer under s 29 of the Public Service Act 1999 on the grounds that the employee is excess to requirements, the employee will be paid a sum equal to two weeks salary for each completed year of service; plus a pro rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the National Employment Standards (NES).
516. The minimum sum payable will be 4 weeks' salary and the maximum will be 48 weeks' salary.
517. The redundancy benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during their period of service and the employee has less than 24 years full-time service, subject to any minimum amount the employee is entitled to under the NES.

Notice of Termination

518. Where the employment of an excess employee is to be terminated under s.29 of the Public Service Act 1999 on excess grounds, the Chief Executive Officer will give written notice of termination of 4 weeks (or 5 weeks for an employee over 45 with at least five years of continuous service).
519. Where an employee's employment is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.

Calculating Redundancy Payments

520. Redundancy payments will be calculated on:
- the employee's salary at the substantive work value level on the date of termination;
 - the salary of the higher-level work value level, where the employee has been working at the higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination; and
 - 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.
521. Where an employee has worked part-time hours during their period of service and the employee has less than 24 years full-time service, the 2 weeks per year of service that relates to the part-time service will be paid on pro-rata basis as follows:
- current annual full-time equivalent salary (used for redundancy purposes), divided by full time hours, multiplied by the part-time hours for that part-time period worked.
522. Subject to clauses 530 - 532 service for redundancy pay purposes means
- services in an APS agency;
 - government service as defined in section 10 of the Long Service Leave (Commonwealth Employees) Act 1976;
 - 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;
 - service with the Australian Defence Forces;

- APS service immediately preceding deemed resignation (as defined), if the service has not previously been recognised for severance pay purposes; and
- service in another organisation where an employee was transferred from the APS to that organisation with a transfer of function or 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 such service is recognised for long service leave purposes.

523. Periods of service that will not count as service for redundancy pay purposes are any periods of service that ceased by way of:

- termination under s29 of the Public Service Act 1999;
- prior to the commencement of the Public Service Act 1999, by way of redundancy; retirement on ground of invalidity; inefficiency or loss of qualifications; forfeiture of office; dismissal or termination of probationary appointment for reasons of unsatisfactory service;
- voluntary retirement at or above the minimum retiring age applicable to the employee; or
- payment of a redundancy benefit or similar payment.

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

- the break in service is less than 4 weeks 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
- 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.

525. Any period of service which ceased by way of:

- any of the grounds for termination specified in s.29 of the Public Service Act 1999 (including any additional grounds prescribed in the PS Regulations);
- on a ground equivalent to any of these grounds;
- through voluntary retirement at or above the minimum retiring age applicable to the employee;
- with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit;

will not count as service for redundancy pay purposes.

526. Absences from work, which do not count as service for any purpose, will not count as service for redundancy pay purposes.

Retention Period

527. The retention period commences on the day after the expiration of the consideration period.

528. An excess employee who does not agree to be retrenched with the payment of a redundancy benefit will be entitled to the following period of retention:

- 7 months; or
- months where an employee has 20 or more years of service or is over 45 years of age.

529. If an employee is entitled to a redundancy payment under the NES, the retention period at clause 528 will be reduced the employee's redundancy pay entitlement under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).
530. It is the excess employee's responsibility to take all reasonable steps to identify and apply for suitable vacancies at their substantive level during the retention period.
531. During the retention period the Chief Executive Officer:
- will assist with attempts to find alternative employment; and/or
 - may, on request, provide assistance in meeting reasonable travel costs and incidental expenses incurred in seeking alternative employment where these are not met by the prospective employer;
 - where an excess employee is required to move the employee's household to a new locality the Chief Executive Officer may approve reasonable expenses where these expenses are not met by the prospective employer;
 - may, after giving 4 weeks' notice to the employee, reduce the employee's classification as a means of securing alternative employment. If this occurs prior to the end of the retention period, the employee will continue to be paid at their previous level for the balance of the retention period.
532. The retention period will not be extended by any periods of paid or unpaid leave. The Chief Executive Officer may consider extending a retention period where medical evidence indicates the employee is substantially incapacitated and are considered to be unfit for work by a medical practitioner nominated by the Climate Change Authority. It would only be in exceptional circumstances that the retention period would be extended beyond an additional 2 months.

Retention period – early termination

533. Where the Chief Executive Officer is satisfied that there is insufficient productive work available for the employee within the Climate Change Authority during the remainder of the retention period and that there is no reasonable redeployment prospects in the APS, the Chief Executive Officer, with the agreement of the employee terminate the employee's employment under s.29 of the Public Service Act 1999 ; and upon termination, the employee will be paid a lump sum comprising:
- the balance of the retention period (as shortened for the National Employment Standards under clause 529) and this payment will be taken to include the payment in lieu of notice of termination of employment; plus
 - the employee's NES entitlement to redundancy pay.

Involuntary termination of employment at the conclusion of the retention period

534. In accordance with s.29 of the Public Service Act 1999, the Chief Executive Officer may involuntarily terminate the employment of an excess employee at the end of the retention period.
535. An excess employee's employment will not be involuntarily terminated without being given notice of termination under clause 518. Wherever possible, this notice period will be concurrent with the retention period.
536. An excess employee's employment will not be involuntarily terminated if the employee has not been invited to elect for retrenchment with the payment of a redundancy benefit or has elected for retrenchment, but the Chief Executive Officer has refused to approve it.

Attachment A – Base salaries

APS Levels

Classification	Pre-commencement	Mar-2024	Mar-2025	Mar-2026
APS 3.1	\$59,606	\$63,740	lifted by pay fragmentation	
APS 3.2	\$61,758	\$64,228	\$66,823	\$70,477
APS 3.3	\$64,522	\$67,103	\$69,653	\$72,021
APS 3.4	\$65,751	\$69,476	\$72,116	\$74,568
APS 3.5			\$72,837	\$76,820
APS 4.1	\$66,980	\$71,560	lifted by pay fragmentation	
APS 4.2	\$68,824	\$71,577	\$75,022	\$79,125
APS 4.3	\$70,667	\$73,494	\$76,287	\$81,389
APS 4.4	\$71,896	\$78,001	\$80,965	\$83,718
APS 4.5			\$81,775	\$86,246
APS 5.1	\$73,125	lifted by pay fragmentation		
APS 5.2	\$74,970			
APS 5.3	\$76,813	\$80,341	\$84,228	\$88,834
APS 5.4	\$78,349	\$82,751	\$86,755	\$91,499
APS 5.5		\$85,234	\$89,358	\$94,244
APS 5.6		\$87,572	\$91,809	\$96,829
APS 6.1	\$79,885	lifted by pay fragmentation		
APS 6.2	\$85,416	\$90,199	\$94,563	\$99,733
APS 6.3	\$90,946	\$94,584	\$98,598	\$103,989
APS 6.4	\$94,633	\$98,418	\$104,861	\$108,426
APS 6.5		\$101,022	\$105,910	\$111,701

Executive Level

Classification	Pre-commencement	Mar-2024	Mar-2025	Mar-2026
EL 1.1	\$98,320	lifted by pay fragmentation		
EL 1.2	\$105,078	\$110,115	\$115,442	\$121,755
EL 1.3	\$111,838	\$116,312	\$120,732	\$125,728
EL 1.4	\$116,312	\$120,964	\$125,561	\$129,830
EL 1.5	\$120,787	\$125,618	\$130,391	\$134,824
EL 1.6	\$125,259	\$130,269	\$135,219	\$139,816
EL 2.1	\$117,369	\$127,226	\$133,381	\$140,675
EL 2.2	\$127,815	\$132,928	\$139,705	\$147,344
EL 2.3	\$138,262	\$143,792	\$149,256	\$154,331
EL 2.4	\$143,793	\$149,545	\$155,228	\$160,506
EL 2.5	\$149,324	\$155,297	\$161,198	\$166,679
EL 2.6	\$154,853	\$161,047	\$167,167	\$172,851

Legal Officers

Classification	Salary levels	Salary as at 31 August 2023	New Increment	Salary from the later of commencement of the agreement or 14 March 2024	Salary from 13 March 2025 (3.8%)	Salary from 12 March 2026 (3.4%)
Legal Officer	LO1.1 (APS 3.2)	\$61,758	LO.1 (APS3.2)	\$64,228	\$66,823	\$70,477
	LO1.2 (APS 4.3)	\$70,667	LO1.2 (APS 4.3)	\$73,494	\$76,287	\$81,389
	LO1.3 (APS 5.3)	\$76,813	LO1.3 (APS 5.3)	\$80,341	\$84,228	\$88,834
	LO1.4 (APS 6.2)	\$85,416	LO1.4 (APS 6.2)	\$90,199	\$94,563	\$99,733
	LO1.5 (APS 6.3)	\$90,946	LO1.5 (APS 6.3)	\$94,584	\$98,598	\$103,989
Senior Legal Officer	SLO 1.1 (EL 1.1)	\$98,320	SLO 1.1 (EL 1.2)	\$110,115	\$115,442	\$121,755
	SLO 1.2 (EL 1.2)	\$105,078	SLO 1.2 (EL 1.2)			
	SLO 1.3 (EL 2.1)	\$117,368	SLO1.3 (EL 2.1)	\$127,226	\$133,381	\$140,675
	SLO 1.4 (EL 2.2)	\$127,815	SLO 1.4 (EL 2.2)	\$132,928	\$139,705	\$147,344
Principal Legal Officer	PLO 1.1 (EL 2.3)	\$138,262	PLO 1.1 (EL 2.3)	\$143,792	\$149,256	\$154,331
	PLO 1.2 (EL 2.4)	\$143,793	PLO 1.2 (EL 2.4)	\$149,545	\$155,228	\$160,506

Public Affairs Officers

Classification	Salary levels	Salary as at 31 August 2023	New Increment	Salary from the later of commencement of the agreement or 14 March 2024	Salary from 13 March 2025 (3.8%)	Salary from 12 March 2026 (3.4%)
Public Affairs Officers	PAO 1.1 (APS 4.2)	\$68,824	PAO 1.1 (APS 4.2)	\$71,577	\$75,022	\$79,125
	PAO 1.2 (APS 5.2)	\$74,970	PAO 1.2 (APS 5.3)	\$80,341	\$84,228	\$88,834
	PAO 1.3 (APS 5.3)	\$76,813	PAO 1.3 (APS 5.3)			
	PAO 2.1 (APS 6.2)	\$85,416	PAO 2.1 (APS 6.2)	\$90,199	\$94,563	\$99,733
	PAO 2.2 (APS 6.3)	\$90,946	PAO 2.2 (APS 6.3)	\$94,584	\$98,598	\$103,989
	PAO 2.3 (EL 1.1)	\$98,320	PAO 2.3 (EL 1.2)	\$110,115	\$115,442	\$121,755
	PAO 3.1 (EL 1.3)	\$111,838	PAO 3.1 (EL 1.3)	\$116,312	\$120,732	\$125,728
	PAO 3.2 (EL 2.2)	\$127,815	PAO 3.2 (EL 2.2)	\$132,928	\$139,705	\$147,344
	PAO 3.3 (EL 2.3)	\$138,262	PAO 3.3 (EL 2.3)	\$143,792	\$149,256	\$154,331
Senior Public Affairs Officers	SPAO 1.1 (EL 2)	\$135,235	SPAO 1.1 (EL 2.3)	\$161,047	\$167,use 167	\$172,851
	SPAO 2.1 (EL 2)	\$144,863	SPAO 2.1 (EL 2.5)	\$155,297	\$161,198	\$166,679

Research Scientists

Classification	Salary levels	Salary as at 31 August 2023	New Increment	Salary from the later of commencement of the agreement or 14 March 2024	Salary from 13 March 2025 (3.8%)	Salary from 12 March 2026 (3.4%)
Research Scientist	RS 1.1 (APS 6.2)	\$85,416	APS 6.2	\$90,199	\$94,563	\$99,733
	RS 1.2 (APS 6.3)	\$90,946	APS 6.3	\$94,584	\$98,598	\$103,989
	RS 1.3 (EL 1.1)	\$98,320	EL 1.1	\$110,115	\$115,442	\$121,755
	RS 1.4 (EL 1.2)	\$105,078	EL 1.2			
	RS 1.5 (EL 1.3)	\$111,838	EL 1.3	\$116,312	\$120,732	\$125,728
Senior Research Scientist	SRS 1.1 (EL 2.1)	\$117,368	EL 2.1	\$127,226	\$133,381	\$140,675
	SRS 1.2 (EL 2.2)	\$127,815	EL 2.2	\$132,928	\$139,705	\$147,344
	SRS 1.3 (EL 2)	\$138,262	EL 2.3	\$143,792	\$149,256	\$154,331
	SRS 1.4 (EL 2.4)	\$143,793	EL 2.4	\$149,545	\$155,228	\$160,506
Principal Research Scientist	PRS 1.1 (EL 2.4)	\$143,793	EL 2.4	\$149,545	\$155,228	\$160,506
	PRS 1.2 (EL 2.5)	\$149,324	EL2.5	\$155,297	\$161,198	\$166,679
	PRS 1.3 (EL2.6)	\$154,853	EL2.6	\$161,047	\$167,167	\$172,851
Senior Principal Research Scientist	SPRS 1.1 (EL 2)	\$166,655	EL2	\$173,321	\$179,907	\$186,024
	SPRS 1.2 (EL 2)	\$176,822	EL2	\$183,895	\$190,883	\$197,373
	SPRS 1.3 (EL 2)	\$182,149	EL2	\$189,435	\$196,634	\$203,320

Attachment B – Supported Wage System

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

Definitions

2. In this schedule:

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

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

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

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

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

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

Eligibility criteria

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

Supported wage rates

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

Table 1 Applicable percentage of relevant minimum wage paid to applicable employees

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

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

Assessment of capacity

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

Lodgement of SWS wage assessment agreement

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

Review of assessment

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

Other terms and conditions of employment

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

Workplace adjustment

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

Trial period

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

Signatories – Climate Change Authority Enterprise Agreement 2024 – 2027

The Climate Change Authority Enterprise Agreement 2024 – 2027 is made under section 172 of the *Fair Work Act 2009*.

Employer

Signed for, and on behalf of, the Commonwealth by the Chief Executive Officer, Climate Change Authority

Signed: 

Full Name: Brad Archer

Position: Chief Executive Officer, Climate Change Authority

Date: 27 February 2024

Address: Level 5, 7 London Circuit, Civic ACT 2600

Bargaining Representative

Community and Public Sector Union

Signed for, and on behalf of, the Community and Public Sector Union

Signed: 

Full Name: Andrew Smith

Position: Community and Public Sector Union Lead Organiser

Date: 27 February 2024

Address: Level 4, 224 Bunda Street, Canberra ACT 2601

Deputy President Platt
Fair Work Commission
Riverside Centre
Lvl 6 North terrace
Adelaide SA 5000
Email chambers.platt.c@fwc.gov.au

Applicant:

Climate Change Authority

AG2024/484 – Application for the approval of the Climate Change Authority Enterprise Agreement 2024 – 2027

Section 185 – Application for Approval of a single enterprise agreement

Undertaking – Section 90

I, Samantha MacCready, General Manager Corporate and the Chief Financial Officer for the Climate Change Authority, give the following undertaking with respect to the Climate Change Authority Enterprise Agreement 2024-2027 ('the Agreement'):

1. I have the authority given to me by the Climate Change Authority to provide this undertaking in relation to the application before the Fair Work Commission.
2. Undertake that in respect to Clauses 74 and 75 of the Agreement provide that higher duties allowance will be payable in accordance with the clause 10.8(a)(ii) of the Australian Public Service Enterprise Award 2015 which states that:

An employee who is directed to perform continuous higher duties for at least a half day will be regarded as being on higher duties for that full day. The performance of higher duties for less than half a day will be disregarded for all purposes.
3. Undertake that in respect of Clause 145 of the Agreement, the part time agreement will be issued before the part time arrangement commences and will include the ordinary hours to be worked each week and the pattern of hours to be worked. This pattern will include the starting and finishing times for the employee on each day of the week within the bandwidth.
4. This undertaking is provided on the basis of the issues raised by the Fair Work Commission in our meeting held on Wednesday 6 March 2024, at 11.30am (SA time) and the email received on Monday 18 March 2024.

Samantha MacCready

Signature

Dated: 19 March 2024