



Australian Government

AUSTRAC

# AUSTRAC Enterprise Agreement 2024–27

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# AUSTRAC Enterprise Agreement 2024-2027

## Contents

<b>SECTION 1 - TECHNICAL MATTERS .....</b>	<b>6</b>
TITLE.....	6
PARTIES TO THE AGREEMENT .....	6
OPERATION OF THE AGREEMENT.....	6
DELEGATIONS.....	6
NATIONAL EMPLOYMENT STANDARDS (NES) PRECEDENCE.....	6
CLOSED COMPREHENSIVE AGREEMENT.....	6
INDIVIDUAL FLEXIBILITY ARRANGEMENTS .....	6
DEFINITIONS.....	7
<b>SECTION 2: REMUNERATION .....</b>	<b>10</b>
SALARY.....	10
PAYMENT OF SALARY.....	10
SALARY SETTING .....	10
INCREMENTAL ADVANCEMENT .....	11
SUPERANNUATION.....	11
<i>Method for calculating super salary .....</i>	<i>12</i>
<i>Payment during unpaid parental leave.....</i>	<i>12</i>
OVERPAYMENTS.....	12
SUPPORTED WAGE SYSTEM.....	13
SALARY SACRIFICE .....	13
<b>SECTION 3: ALLOWANCES AND REIMBURSEMENTS .....</b>	<b>13</b>
HIGHER DUTIES .....	13
<i>Withdrawal of temporary reassignment of higher duties.....</i>	<i>13</i>
MOTOR VEHICLE ALLOWANCE .....	14
WORKPLACE RESPONSIBILITY ALLOWANCES.....	14
COMMUNITY LANGUAGE ALLOWANCE .....	15
PROFESSIONAL QUALIFICATIONS .....	15
FINANCIAL COUNSELLING FOR MATURE AGED WORKERS .....	15
OTHER WORK RELATED EXPENSES INCURRED BY EMPLOYEES .....	16
<b>SECTION 4: CLASSIFICATIONS AND BROADBANDS .....</b>	<b>16</b>
WORK LEVEL STANDARDS .....	16
BROADBANDS.....	16
<b>SECTION 5: WORKING HOURS AND ARRANGEMENTS.....</b>	<b>17</b>
JOB SECURITY.....	17
<i>Commitment to ongoing employment and rebuilding APS capacity .....</i>	<i>17</i>
<i>Reporting.....</i>	<i>17</i>

<i>Pathways to permanency</i> .....	17
CASUAL (IRREGULAR OR INTERMITTENT) EMPLOYMENT .....	17
NON-ONGOING EMPLOYMENT .....	17
WORKING HOURS.....	18
HOURS OF WORK, STANDARD BANDWIDTH AND SETTLEMENT PERIOD.....	18
FLEX FOR APS 1-6 CLASSIFICATIONS .....	18
<i>Flex time leave</i> .....	19
<i>Flex balances on cessation</i> .....	19
TIME OFF IN LIEU - TRAVEL.....	19
EL TIME OFF IN LIEU (TOIL) .....	19
OVERTIME .....	20
<i>Overtime meal allowance</i> .....	20
<i>Reimbursement of child care costs</i> .....	21
RESTRICTION .....	21
FLEXIBLE WORKING ARRANGEMENTS .....	22
REQUESTING FORMAL FLEXIBLE WORKING ARRANGEMENTS.....	22
<i>Varying, pausing or terminating flexible working arrangements</i> .....	23
<i>Working from home</i> .....	24
<i>Ad-hoc arrangements</i> .....	24
LOCATION OF WORK.....	25
PART-TIME WORK.....	25
CHRISTMAS CLOSEDOWN .....	25
PUBLIC HOLIDAYS .....	25
<b>SECTION 6: LEAVE .....</b>	<b>26</b>
ANNUAL LEAVE .....	26
ANNUAL LEAVE HALF PAY .....	27
EXCESS ANNUAL LEAVE.....	27
CASHING OUT LEAVE.....	27
PURCHASED LEAVE.....	27
PERSONAL/CARER'S LEAVE .....	27
ENTITLEMENT TO PERSONAL/CARER'S LEAVE .....	27
<b>ACCRUAL OF PERSONAL/CARER'S LEAVE .....</b>	<b>28</b>
<i>Accrual arrangements on commencement of agreement</i> .....	28
<i>Arrangements on transition to daily accrual</i> .....	28
<i>Arrangements for casual employees</i> .....	28
USAGE .....	29
EVIDENCE FOR TAKING PERSONAL/CARER'S LEAVE .....	29
PORTABILITY OF LEAVE.....	30
RE-CREDITING OF LEAVE.....	30
LONG SERVICE LEAVE .....	31
MISCELLANEOUS LEAVE .....	31
CULTURAL, CEREMONIAL AND NAIDOC LEAVE.....	31
<i>NAIDOC leave</i> .....	31
<i>First Nations ceremonial leave</i> .....	31
<i>Cultural leave</i> .....	31
PARENTAL LEAVE .....	32
<i>Payment during parental leave</i> .....	32
<i>Adoption and long-term foster care</i> .....	33
<i>Stillbirth</i> .....	33
<i>Pregnancy loss leave</i> .....	34
<i>Premature birth leave</i> .....	34

<i>Transitional provisions</i> .....	34
COMPASSIONATE LEAVE .....	34
BEREAVEMENT LEAVE .....	34
EMERGENCY RESPONSE LEAVE .....	35
JURY DUTY .....	35
DEFENCE RESERVIST LEAVE .....	35
DEFENCE SERVICE SICK LEAVE .....	36
LEAVE TO ATTEND PROCEEDINGS .....	36
UNAUTHORISED ABSENCES .....	37
<b>SECTION 7: EMPLOYEE SUPPORT AND WORKPLACE CULTURE .....</b>	<b>37</b>
BLOOD DONATION .....	37
VACCINATIONS.....	37
EMPLOYEE ASSISTANCE PROGRAM.....	37
RESPECT AT WORK .....	37
<i>Principles</i> .....	37
<i>Consultation</i> .....	38
FAMILY AND DOMESTIC VIOLENCE SUPPORT .....	38
INTEGRITY IN THE APS.....	39
FIRST NATIONS CULTURAL COMPETENCY TRAINING.....	40
LACTATION AND BREASTFEEDING SUPPORT .....	40
DISASTER SUPPORT .....	40
<b>SECTION 8: PERFORMANCE AND DEVELOPMENT .....</b>	<b>40</b>
PERFORMANCE MANAGEMENT.....	40
MANAGING FOR IMPROVED PERFORMANCE .....	41
WORKLOADS .....	42
STUDIES ASSISTANCE .....	42
LEARNING AND DEVELOPMENT .....	42
<b>SECTION 9: TRAVEL AND LOCATION-BASED CONDITIONS .....</b>	<b>42</b>
TRAVEL.....	42
<i>Domestic travel</i> .....	42
<i>International travel</i> .....	43
RELOCATION ASSISTANCE .....	43
<b>SECTION 10: CONSULTATION, REPRESENTATION AND DISPUTE RESOLUTION .....</b>	<b>44</b>
CONSULTATION.....	44
<i>Principles</i> .....	44
<i>When consultation is required</i> .....	44
<i>Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees</i> .....	45
<i>Representation</i> .....	45
<i>Major change</i> .....	45
<i>Change to regular roster or ordinary hours of work</i> .....	46
<i>Interaction with emergency management activities</i> .....	47
AUSTRAC CONSULTATIVE GROUP .....	47
APS CONSULTATIVE COMMITTEE .....	47
DISPUTE RESOLUTION .....	47
<i>Leave of absence to attend proceedings</i> .....	48
DELEGATES' RIGHTS .....	49
<i>Supporting the role of union delegates</i> .....	49

<b>SECTION 11: SEPARATION AND RETENTION</b> .....	<b>49</b>
RESIGNATION .....	50
PAYMENT ON DEATH OF AN EMPLOYEE .....	50
REDEPLOYMENT, RETRAINING, REDUNDANCY .....	50
PRINCIPLES.....	50
DISCUSSION PROCESS .....	50
FORMAL DECLARATION OF EXCESS STATUS AND OFFER OF VOLUNTARY REDUNDANCY .....	51
<i>Consideration period</i> .....	51
ACCEPTANCE OF VOLUNTARY REDUNDANCY .....	51
<i>Period of notice</i> .....	51
<i>Redundancy Benefit</i> .....	51
DEFINED APS SERVICE.....	52
RETENTION AND REDEPLOYMENT .....	53
<i>Retention period</i> .....	53
<i>Redeployment</i> .....	54
<i>Involuntary Termination</i> .....	54
<b>ATTACHMENT A – BASE SALARIES</b> .....	<b>55</b>
<b>ATTACHMENT B – SUPPORTED WAGE SYSTEM</b> .....	<b>60</b>

# Section 1 - Technical matters

## Title

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

## Parties to the agreement

2. The agreement covers:
  - 2.1 The CEO, for and on behalf of the Commonwealth of Australia as the employer.
  - 2.2 All employees in AUSTRAC employed under the *Public Service Act 1999* other than Senior Executive Service employees or equivalent; and
  - 2.3 Subject to notice being given in accordance with section 183 of the *Fair Work Act 2009*, the Community and Public Sector Union which was a bargaining representative for this agreement.

## Operation of the agreement

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

## Delegations

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

## National Employment Standards (NES) precedence

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

## Closed comprehensive agreement

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

## Individual flexibility arrangements

10. AUSTRAC 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 AUSTRAC 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 AUSTRAC and the employee.
11. AUSTRAC must ensure that the terms of the individual flexibility arrangement:
  - 11.1 are about permitted matters under section 172 of the *Fair Work Act 2009*
  - 11.2 are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - 11.3 result in the employee being better off overall than the employee would be if no arrangement was made.
12. AUSTRAC must ensure that the individual flexibility arrangement:
  - 12.1 is in writing;
  - 12.2 includes the name of AUSTRAC and employee;
  - 12.3 is signed by AUSTRAC and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - 12.4 includes details of:
    - 12.4.1 the terms of the enterprise agreement that will be varied by the arrangement;
    - 12.4.2 how the arrangement will vary the effect of the terms;
    - 12.4.3 how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  - 12.5 states the day on which the arrangement commences.
13. AUSTRAC must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
14. AUSTRAC or employee may terminate the individual flexibility arrangement:
  - 14.1 by giving no more than 28 days written notice to the other party to the arrangement; or
  - 14.2 if AUSTRAC and employee agree in writing – at any time.
15. AUSTRAC and employee are to review the individual flexibility arrangement at least every 12 months.

## Definitions

16. The following definitions apply to this agreement:

**APS agency** means an agency whose employees are employed under the *Public Service Act 1999*, including an agency as defined in section 7 of the 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.

**ACG** means the AUSTRAC Consultative Group

**Agency Head** means the Chief Executive Officer of AUSTRAC or the person delegated or authorised by the CEO as their delegate.

**Agreement** means the AUSTRAC Enterprise Agreement 2024-2027.

**Approved subscription provider** means an approved subscription provider as determined by AUSTRAC used for the purpose of determining various rates

**APS** means the Australian Public Service.

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

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

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

**Casual employee (irregular or intermittent employee)** means an employee engaged under section 22(2)(c) of the *Public Service Act 1999* who:

- is a casual employee as defined by the *Fair Work Act 2009*; and
- works on an irregular or intermittent basis.

**CEO** means the Chief Executive Officer of AUSTRAC who is the Agency Head.

**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, step child, 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 spouse, former spouse, de facto partner or former de facto partner of the employee;



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

**Family and domestic violence** has the same meaning as in section 106B(2) of the *Fair Work Act 2009*.

**Full time employee** means an employee employed to work 37 hours and 5 minutes per week which may be averaged over a settlement period.

**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 *Fair Work Act 2009*.

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

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

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

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

**Part-time employee** means an employee employed to work less than an average of 37 hours and 5 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.

**Settlement period** means a recurring period of four weeks beginning at the commencement of the first pay period after this Agreement comes into operation.

**TA** means Travelling Allowance.

## Section 2: Remuneration

### Salary

17. Salary rates will be as set out in Attachment A of this agreement.
18. The base salary rates in Attachment A include the following increases:
  - 18.1 4.0 per cent from the first full pay period on or after 1 March 2024 (14 March 2024);
  - 18.2 3.8 per cent from the first full pay period on or after 1 March 2025(13 March 2025); and
  - 18.3 3.4 per cent from the first full pay period on or after 1 March 2026 (12 March 2026).
19. 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 were calculated based on base salary rates as at 31 August 2023.

### Payment of salary

20. 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:

$$\text{Fortnightly salary} = \frac{\text{Annual salary}}{26}$$

### Salary setting

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

## **Incremental advancement**

28. At the end of the annual performance management cycle, that is, 1 September to 31 August (regardless of whether they work full or part-time hours) an employee who:
  - 28.1 achieves a satisfactory performance rating during their most recent performance review and
  - 28.2 has six months of aggregate eligible service in AUSTRAC at or above their substantive level during the performance management cycleIs eligible for salary progression and will be advanced to the next pay point at their substantive salary level until such time as they reach the top of the salary range.
29. Eligible service for salary progression will include:
  - 29.1 periods of paid leave and unpaid parental leave;
  - 29.2 periods of unpaid leave that count as service; and
  - 29.3 service while employed on a non-ongoing basis.
30. 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.
31. Employees who are acting at a higher classification, and satisfy eligibility requirements in clauses 28-30 will be eligible for salary progression at both their substantive and acting classifications.
32. 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.
33. Casual employees will not be eligible for incremental advancement.
34. An employee will be ineligible to receive a performance-based salary increase at the end of the relevant performance management cycle if they have failed to participate in the performance management program. If the failure to participate is due to exceptional circumstances, as determined by AUSTRAC, provided the employee's manager has assessed their performance for that performance cycle as satisfactory, the employee will be eligible for salary progression.
35. Where an employee demonstrates that they have made all reasonable efforts to complete their performance management agreement and appraisal and their manager has failed to finalise their assessment by 1 October following the end of that performance management cycle, the matter will be escalated to their manager's manager who will ensure that the assessment is finalised.
36. Where an employee goes on long term leave (e.g. maternity leave, long service leave) across a period where the performance management cycle ends, the employee and their manager are responsible for ensuring the performance appraisal is finalised prior to the leave commencing, unless exceptional circumstances exist as determined by AUSTRAC.
37. The date of effect of the salary increase for eligible employees will be the beginning of the first complete pay period that falls on or after 1 October.

## **Superannuation**

38. AUSTRAC will make compulsory employer contributions as required by the applicable legislation and fund requirements.
39. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.

40. AUSTRAC 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 AUSTRAC's payroll system.

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

41. AUSTRAC will provide an employer contribution of 15.4% of the employee's Fortnightly Contribution Salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and Ordinary Time Earnings (OTE) for employees in other accumulation funds.
42. Employer contributions will be made for all employees covered by this agreement.
43. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

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

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

#### **Overpayments**

45. An overpayment occurs if AUSTRAC 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).
46. Where the CEO considers that an overpayment has occurred, the CEO will provide the employee with notice in writing. The notice will provide details of the overpayment.
47. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the CEO in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
48. If after considering the employee's response (if any), the CEO confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to AUSTRAC in full by the employee.
49. The CEO and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
50. AUSTRAC and the employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
51. Interest will not be charged on overpayments.
52. Nothing in clause 45-51 prevents:
  - 52.1 AUSTRAC from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
  - 52.2 AUSTRAC from pursuing recovery of the debt through other available legal avenues;
  - 52.3 the employee or AUSTRAC from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

## Supported wage system

53. An employee can get a percentage of the relevant pay rate in line with their assessed capacity to do the work if they:
  - 53.1 have a disability;
  - 53.2 meet the criteria for a Disability Support Pension; and
  - 53.3 are unable to perform duties to the capacity required.
54. Specific conditions relating to the supported wage system are detailed in Attachment B – Supported Wage System.

## Salary sacrifice

55. AUSTRAC will provide access to salary sacrifice arrangements to its employees.
56. All costs associated with undertaking any salary sacrifice arrangements, including any fringe benefits tax liability payable by AUSTRAC are the responsibility of the employee.
57. Should an employee undertaking salary sacrifice arrangements cease employment with AUSTRAC, the employee will be required to take over the ownership or title of any commitment entered into by AUSTRAC on the employee's behalf. Any costs incurred by AUSTRAC on the discontinuation of the salary sacrifice arrangement will be met by the employee. Equally, any outstanding expenses yet to be fully reimbursed to AUSTRAC will be settled with AUSTRAC prior to separation.

## Section 3: Allowances and Reimbursements

### Higher duties

58. Where a role needs to be filled for five or more working days, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification higher than their substantive classification level. Higher duties allowance will be paid where a part-time role needs to be filled for 2 or more working weeks (but less than 5 days working days).
59. Higher duties allowance will be equal to the difference between the employees' current salary and the salary that would be payable if they were promoted to the higher classification, or a higher amount determined by the CEO.
60. Where an employee is found to be eligible for salary progression at their acting classification they will receive an appropriate increase in the rate of higher duties allowance.
61. Where an employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.
62. Higher duties allowance will be payable while an employee is acting at a higher classification as part of a job sharing arrangement where the duration of the arrangement is at least five working days.
63. The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.

### Withdrawal of temporary reassignment of higher duties

64. If, for reasons such as changes in operational requirements, a temporary reassignment of higher duties arrangement of any duration is no longer required, or an employee cannot continue to perform higher duties for any reason, AUSTRAC may cease the higher duties arrangement with the employee.

The affected employee will be given a minimum of five working days written notice of the date when the temporary duties will come to an end.

## Motor vehicle allowance

65. Where an employee is authorised to use a private motor vehicle for official purposes and use of that vehicle will involve less expense for AUSTRAC or greater efficiency, the employee will be paid a motor vehicle allowance. More information about the use of motor vehicle allowance is available in policy.
66. The allowance rates will be determined by the CEO based on the approved subscription provider rates. In the event that the approved subscription provider rates cease to be available, the CEO will determine the rates with reference to the Australian Taxation Office Cents Per Kilometre method.
67. Where air travel would have been involved, reimbursement of costs for using a motor vehicle will not exceed the amount that would otherwise be payable should travel be undertaken using air travel (based on equivalent discounted economy class airfare) and associated taxi fares.

## Workplace responsibility allowances

68. A workplace responsibility allowance will be paid where an agency has appointed or elected an employee to one of the following roles:
  - 68.1 Emergency Warden;
  - 68.2 Employee representative on the AUSTRAC Consultative Group (ACG);
  - 68.3 First Aid Officer;
  - 68.4 Harassment Contact Officer;
  - 68.5 Health and Safety Representative; and
  - 68.6 Mental Health First Aid Officer.
69. An employee is not to receive more than one workplace responsibility allowance unless approved by the CEO due to operational requirements.
70. The rate will be:

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

71. As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the rates in the table above.
72. The full allowance is payable regardless of flexible work and part-time arrangements.
73. An employer's physical availability to undertake the role will be considered by agencies when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental First Aid Officers and Health and Safety Representatives depending on work group arrangements.
74. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), as varied from time to time provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

## Community language allowance

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

*Table 1: Community language allowance rates*

Rate	Standard	Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
1	An employee who has adequate language skills, as determined by an individual or body approved by the CEO, for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the CEO.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

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

## Professional qualifications

81. Where professional qualifications are considered by AUSTRAC to be necessary for the employee to perform their role, the employee will receive reasonable reimbursement for yearly membership fees, accreditation or registration fees to the relevant professional or business association.
82. Where an employee is a member of a professional or business association and the professional or business expertise promoted by the association is directly relevant to the role of the employee at AUSTRAC, the CEO may approve the reimbursement of any reasonable membership fees.

## Financial counselling for mature aged workers

83. An employee who is aged 54 years and over and who is approaching, or genuinely considering retirement, will be entitled to a one off reimbursement of up to \$613.00 to contribute to obtaining professional financial advice.

## **Other work related expenses incurred by employees**

84. The CEO may approve payment in respect of any necessary work related expenses incurred by an employee which are not otherwise covered by this Agreement.

## **Section 4: Classifications and Broadbands**

### **Work Level Standards**

85. 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.
86. The APS classifications applicable to this Agreement are: APS Level 1, APS Level 2, APS Level 3, APS Level 4, APS Level 5, APS Level 6, Executive Level 1 and Executive Level 2.
87. The APS Level 1 to Executive Level 2 classifications are grouped into a number of local designations, each with a salary range defined by a base salary and a salary cap. The local designations are groupings of APS classifications rather than classifications in themselves. They are:
- 87.1 Administrative (Attachment A.1)
  - 87.2 Legal (Attachment A.2)
  - 87.3 Information and Communication Technology (Attachment A.3), and
  - 87.4 AUSTRAC Graduate (Attachment A.4).

### **Broadbands**

#### **Administrative**

88. Broadbanding arrangements (as set out in Attachment A) will apply as follows:
- 88.1 AUSTRAC Administrative Broadband 1 will comprise four work value levels: APS Levels 1 to 4, and
  - 88.2 AUSTRAC Administrative Broadband 2 will comprise two work value levels: APS Levels 5 and 6.

#### **Legal**

89. Broadbanding arrangements (as set out in Attachment B) will apply as follows:
- 89.1 AUSTRAC Legal Broadband 1 will comprise two work value levels: APS Levels 4 and 5.

#### **Graduate**

90. AUSTRAC Graduate Broadband will comprise three work value levels: (APS Levels 3 to 5).
91. AUSTRAC Graduates will be appointed at the APS Level 3 level unless a case is approved by CEO for appointment at the APS Levels 4 or 5 taking into account their particular qualifications, experience and skills.
92. On successful completion of the AUSTRAC Graduate Program, the employee will be advanced to APS Level 5 where:
- 92.1 an employee's performance is satisfactory, and
  - 92.2 there is sufficient work available at the higher classification level, and



92.3 the employee has the necessary skills and proficiencies to perform that work.

## Section 5: Working hours and arrangements

### Job security

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

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

#### Reporting

94. AUSTRAC will report to the ACG 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 AUSTRAC.

#### Pathways to permanency

95. AUSTRAC and the APS will comply with the casual conversion provision(s) of the *Fair Work Act 2009*. In addition, AUSTRAC 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

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

97. A decision to expand the use of casual employees is subject to clause 95 of this agreement.

98. AUSTRAC will regularly review the working arrangements of casuals 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.

99. Remuneration for casual employees shall be on an hourly basis. A casual employee shall receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.

100. 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.

101. A casual employee shall 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.

102. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

### Non-ongoing employment

103. A non-ongoing employee is defined in the definitions section.

104. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:

104.1 personal/carer's leave accrual at clause 211

104.2 redundancy provisions at clause 429, subject to clause 105.

105. If the non-ongoing employee's contract is not permitted by section 333E of the *Fair Work Act 2009*, then the redundancy provisions at clause 430 will apply.
106. If the redundancy provisions apply to an employee under clause 105, AUSTRAC must adhere to the consultation requirements at clause 433.

## **Working hours**

### **Hours of work, standard bandwidth and settlement period**

107. A full-time employee's ordinary hours of work are 37 hours and 5 minutes per week, which may be averaged over a settlement period (i.e. 148 hours and 20 minutes over a settlement period).
108. A part-time employee's ordinary hours of work are the number of hours stated in the employee's part-time work arrangement.
109. The standard bandwidth is 7.00am to 7.00pm Monday to Friday. The CEO, in consultation with an employee, may vary the standard bandwidth.
110. Employees may work less than 148 hours and 20 minutes in a settlement period where the approval of their manager is obtained.
111. For work health and safety reasons employees, including those on part-time work arrangements must not work more than five hours consecutively without at least a 30 minute rest break on any day that they work.

### **Expectations for working outside work hours**

112. AUSTRAC recognises that time away from work is critical for employees' health and wellbeing.

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

113. APS Level 1 to 6 employees may work flexible working hours. An employee must not accrue flex time credits unless there is an operational requirement or sufficient work to perform.
114. Unless otherwise agreed between the relevant manager and the relevant employees the following arrangements will apply:
  - 114.1 Where the flex time credit exceeds 37 hours and 5 minutes at the end of a settlement period the employee and their manager will develop and agree on an action plan to reduce the excessive flex time credits over an agreed period of time.
  - 114.2 the maximum flex time debit at the end of the settlement period will be 10 hours. Where the debit exceeds 10 hours, the employee:
    - 114.2.1 will reduce the debit to 10 hours or less over an agreed period, or
    - 114.2.2 may elect for the excess debit to be treated as other leave without pay to offset the debit.
115. The CEO may withdraw access to flex where an employee's attendance is unsatisfactory or flex time provisions are being misused. Any such arrangements imposed under this clause will be regularly reviewed and changes to working hours are subject to clauses 154 to 178 on flexible working arrangements.

### **Flex time leave**

116. Employees may take flex time leave with the approval of their manager. Employees are required to provide reasonable notice to their manager when applying for flex time leave in other than exceptional circumstances.

### **Flex balances on cessation**

117. Where for operational reasons it is not possible for an employee to reduce their flex time credit to zero prior to the cessation of their employment, the flex time credit will be paid out at ordinary time rates.
118. Where an employee is reassigned to an EL role on an ongoing or non-ongoing basis of more than three months, managers and employees should take all reasonable steps to balance any flex time credits or debits to zero. Where for operational reasons it is not possible to reduce the flex time credit to zero, it will be paid out at ordinary time rates based on their non-EL salary. Any outstanding flex time debits will be recovered from salary based on their non-EL salary.

### **Time off in lieu - travel**

119. APS Level 1 to 6 employees who are required to travel on approved official business during weekends, on a public holiday, or during Christmas Closedown are eligible to access TOIL as follows:
- 119.1 travel commencing after 12 noon Sunday or on a public holiday or during Christmas Closedown (or completed before 12 noon Saturday): a half day off in lieu
  - 119.2 travel commencing before 12 noon Sunday or on a public holiday or during Christmas Closedown (or completed after 12 noon Saturday): one complete day off in lieu
  - 119.3 travel commencing after 12 noon Saturday (or completed before 12 noon Sunday): one and a half days off in lieu, and
  - 119.4 travel commencing before 12 noon Saturday (or completed after 12 noon Sunday): two complete days off in lieu.
120. Travel for the purposes of TOIL does not include travel undertaken on weekdays (other than public holidays or during Christmas Closedown) and weeknights. The actual day and time for taking TOIL is subject to mutual agreement between the employee and their manager. TOIL cannot be converted to flex credits.

### **EL Time off in lieu (TOIL)**

121. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
122. EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by AUSTRAC.
123. 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.
124. 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.
125. 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.

126. 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.
127. Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

## **Overtime**

128. The CEO may direct an employee to work reasonable additional hours having regard to the requirements of the FW Act.
129. An employee at the APS 1 to 6 work value level who is directed to work additional hours will be paid for that additional time at an overtime rate. In exceptional circumstances, the CEO may authorise the payment of overtime rates to an employee at the EL 1 or EL 2 work value level.
130. Additional hours for this purpose include:
  - 130.1 time worked in excess of the standard working day,
  - 130.2 time worked on a Saturday, Sunday or Public Holiday or during Christmas closedown.
131. Additional hours worked Monday to Saturday will be paid at the rate of time and a half for the first three hours each day and double time thereafter.
132. Additional hours worked on Sunday will be paid at the rate of double time.
133. Hours worked on a public holiday or during the Christmas closedown will be paid at the rate of time and a half for the first 7 hours and 25 minutes during the standard bandwidth. This payment is additional to any other payment for the public holiday or during the Christmas closedown. Any hours worked in excess of the standard working day within the standard bandwidth and any time worked outside the standard bandwidth will be paid at the rate of double time and a half.
134. With the approval of the manager, an employee may convert additional hours worked into time off in lieu at the same overtime rate that would otherwise be payable.
135. The minimum payment for hours worked on a Saturday, Sunday and other days where the hours worked were not connected to a standard working day, is four hours at the prescribed overtime rate.
136. The minimum payment for hours worked on Monday to Friday and other days where hours worked were connected to a standard working day, is one hour at the prescribed overtime rate.
137. An employee who works approved overtime will be entitled to an eight hour break plus reasonable travelling time before recommencing work without incurring any loss of pay. Where this break is not possible due to operational requirements, the employee will be paid double time for the next period of work.
138. Overtime is not payable where employees work additional hours other than at the direction of the CEO.

## **Overtime meal allowance**

139. An employee who is directed to work additional hours of five hours or more during a day on the weekend or is directed to work more than 10 hours during a weekday is entitled to a meal allowance as advised by an approved subscription provider. This allowance is subject to the employee taking at least a 30 minute meal break after five hours of work in accordance with clause 1111. The rate of this allowance will be reviewed annually based on approved subscription provider rates as determined by CEO. In the event that approved subscription provider rates cease to be available, CEO will determine the rates.

## **Reimbursement of child care costs**

140. Where an employee is directed to work additional hours pursuant to clause 128, reimbursement of childcare costs, not normally incurred, will be provided subject to the manager's pre-approval. Evidence of expenditure is required on each occasion when applying for reimbursement.

## **Restriction**

141. The CEO may direct an employee to be contactable and available to perform duties outside the hours the employee attends for work (a restriction direction).
142. An employee may refuse a restriction arrangement in circumstances where it would be unreasonable having regard to:
- 142.1 any risk to employee health and safety
  - 142.2 the employee's personal circumstances
  - 142.3 the needs of the workplace
  - 142.4 the notice (if any) given by the manager of the restriction direction and by the employee of their intention to refuse it, and
  - 142.5 any other relevant matter.
143. A restriction direction must be in writing, stating what the employee is directed to do and how that differs from the employee's normal work conditions.
144. An employee is entitled to an allowance (a restriction allowance) if the employee:
- 144.1 is subject to a restriction direction, and
  - 144.2 is not above the APS 6 level.
145. According to operational requirements, the CEO may grant a restriction allowance to an employee at the EL1 or EL2 levels.
146. The allowance is to be paid for each hour or part of an hour restricted as follows:
- 146.1 Monday to Friday – 7.5 per cent of the hourly rate of salary
  - 146.2 Saturday or Sunday – 10 per cent of hourly rate of salary, and
  - 146.3 Public holiday – 15 per cent of hourly rate of salary.
147. If the CEO has granted a restriction allowance under clause 145, the salary for calculating the hourly rate of salary is taken to be the maximum salary payable to an employee at the APS Level 6 classification.
148. Despite clauses 146 and 1477, the CEO may approve another rate of restriction allowance for an employee, having regard to the circumstances of the restriction direction.
149. Restriction allowance is not payable for any period for which the employee receives another payment.
150. If an employee who is subject to a restriction direction is required to perform duty, the relevant overtime provisions apply to the duty, subject to:
- 150.1 if the employee is not recalled to the place of work to perform the duty – a one hour minimum payment, or
  - 150.2 if the employee is recalled to a place of work to perform the duty – a three hour minimum payment.

## **Flexible working arrangements**

151. AUSTRAC, employees and their union recognise:
  - 151.1 the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
  - 151.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
  - 151.3 access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
  - 151.4 that flexibility applies to all roles in AUSTRAC, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
  - 151.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
152. AUSTRAC is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across AUSTRAC at all levels. This may include developing and implementing strategies through the ACG.
153. 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**

154. The following provisions do not diminish an employee's entitlement under the NES.
155. An employee may make a request for a formal flexible working arrangement.
156. The request must:
  - 156.1 be in writing;
  - 156.2 set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
  - 156.3 set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
157. The CEO must provide a written response to a request within 21 days of receiving the request.
158. The response must:
  - 158.1 state that the CEO approves the request and provide the relevant detail in clause 160; or
  - 158.2 if following discussion between AUSTRAC and the employee, AUSTRAC and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
  - 158.3 state that the CEO refuses the request and include the following matters:
    - 158.3.1 details of the reasons for the refusal; and
    - 158.3.2 set out AUSTRAC's particular business grounds for refusing the request, explain how those grounds apply to the request; and
    - 158.3.3 either:

158.3.3.1 set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that AUSTRAC would be willing to make; or

158.3.3.2 state that there are no such changes; and

158.3.4 state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the *Fair Work Act 2009*, the dispute resolution procedures outlined in section 65B and 65C of the *Fair Work Act 2009*.

159. Where the CEO approves the request this will form an arrangement between AUSTRAC and the employee. Each arrangement must be in writing and set out:

159.1 any security and work health and safety requirements;

159.2 a review date (subject to clause 163; and

159.3 the cost of establishment (if any).

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

160.1 AUSTRAC has discussed the request with the employee; and

160.2 AUSTRAC 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

160.3 AUSTRAC and the employee have not reached such an agreement; and

160.4 AUSTRAC has had regard to the consequences of the refusal for the employee; and

160.5 the refusal is on reasonable business grounds.

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

161.1 the new working arrangements requested would be too costly for AUSTRAC;

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

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

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

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

161.6 it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.

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

163. Approved flexible working arrangements will be reviewed by AUSTRAC 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**

164. An employee may request to vary an approved flexible working arrangement in accordance with clause 156. An employee may request to pause or terminate an approved flexible working arrangement.
165. The CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 167.
166. AUSTRAC 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.
167. Prior to varying, pausing or terminating the arrangement under clause 164 AUSTRAC must have:
  - 167.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
  - 167.2 genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
  - 167.3 had regard to the consequences of the variation, pause or termination for the employee;
  - 167.4 ensured the variation, pause or termination is on reasonable business grounds; and
  - 167.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 158.3.

#### **Working from home**

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

#### **Ad-hoc arrangements**

173. 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.
174. Employees should, where practicable, make the request in writing and provide as much notice as possible.
175. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 154 to 163.
176. AUSTRAC 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.
177. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, AUSTRAC should consider whether it is appropriate to seek to formalise the arrangement with the employee.



## **Altering span of hours**

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

## **Location of work**

179. 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 Agency Head may specify a designated office location by advising the employee in writing.
180. The agency and employee may agree to vary the employee's designated office location on a temporary or permanent basis.

## **Part-time work**

181. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
182. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
183. Unless otherwise provided by this agreement or legislation, entitlements for part-time employees (other than expense related allowances) are to be provided on pro-rata basis.

## **Christmas Closedown**

184. AUSTRAC 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.
185. 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, payment is on half pay). There will be no deduction from annual or personal leave credits for the closedown days.
186. Where an employee is required to work during the Christmas Closedown period, they will be entitled to paid overtime in accordance with clauses 128-1.

## **Public holidays**

187. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the *Fair Work Act 2009*:
- 187.1 1 January (New Year's Day);
  - 187.2 26 January (Australia Day);
  - 187.3 Good Friday and the following Monday;
  - 187.4 25 April (Anzac Day);
  - 187.5 the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
  - 187.6 25 December (Christmas Day);

187.7 26 December (Boxing Day); and

187.8 any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the Fair Work Regulations 2009 from counting as a public holiday.

188. 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.
189. The CEO and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
190. The CEO and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
191. 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.
192. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is at half pay.)
193. 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 187.1 to 187.8.
194. An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part of full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked that day.
195. Where a full time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the CEO may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

## **Section 6: Leave**

### **Annual leave**

196. A full-time employee is entitled to 20 working days (4 weeks) paid annual leave for each completed year of service, accruing and credited daily. Where an employee works a period or periods of part-time service within a year of service, the employee's annual leave entitlement will accrue on a pro rata basis according to the approved part-time hours of service performed during that period.
197. An employee can access annual leave credits, subject to operational requirements and approval of the CEO.

- 197.1 All employees are required to take as leave:
- 197.2 at least one week accrued annual leave at full pay per calendar year (pro rata for part-time employees), and
- 197.3 unless otherwise agreed in writing by the CEO, at least four weeks accrued annual leave at full pay over two consecutive calendar years (pro- rata for part-time employees).
198. Any unused annual leave accumulates. Annual leave counts as service for all purposes. Annual leave will not accrue in respect of any period of leave without pay that does not count as service exceeding 30 consecutive calendar days.
199. 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.
200. Employees will receive payment in lieu of any undertaken annual leave upon separation from the APS.

### **Annual leave half pay**

201. Employees may access annual leave at half pay on the basis that one day annual leave at full pay is equivalent to two days annual leave at half pay. Employees with annual leave credits in excess of 40 days are not eligible to access annual leave at half pay.

### **Excess Annual leave**

202. Where an employee has accrued more than 40 days annual leave credit, the employee and their manager will develop and agree on an action plan to manage the leave to below 40 days credit within six months. The action plan will include discussing how to reduce the employee's workloads to allow the employee to take sufficient annual leave to reduce their credits appropriately. Where the work opportunity exists and the manager has given approval for leave to be taken, and the leave is not taken within this period, the employee can be directed by the CEO to take leave.

### **Cashing Out leave**

203. The CEO, in consultation with the employee, may approve voluntary cashing out of annual leave. In order to cash out annual leave an employee must provide their agreement in writing, of the amount of annual leave that the employee is electing to cash out and the CEO must agree to the amount being cashed out. Any cashed out annual leave credit will be paid as if the employee had taken their annual leave credit. No more than 10 days annual leave credit may be cashed out in a 12 month period and the employee must retain a balance of at least four weeks annual leave credits.

### **Purchased leave**

204. Employees may enter into a written agreement with the CEO to purchase leave in weekly blocks.
205. Employees can access purchased leave credits subject to operational requirements and the approval of the CEO. Employees are not required to use this leave in weekly blocks.
206. Approval to purchase leave must not be withheld in relation to an employee with responsibility for the care of a child under the age of six years.

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

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

207. An employee is entitled to 18 days paid leave per annum (pro rata for part-time employees).

208. Leave at half pay may be approved by the CEO.

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

209. Personal leave will accrue in accordance with clauses 209 to 212 from the commencement of this agreement, and transition to the arrangements outlined in clauses 213 to 215 on, or before, 1 January 2026.

#### **Accrual arrangements on commencement of agreement**

210. An ongoing employee will be credited 18 days personal/carer's leave on the employee's commencement with the APS. An ongoing employee will accrue 18 days paid cumulative personal/carer's leave credit for every year of service after the first year of service. That accrual will be credited on each anniversary of their commencement, subject to clause 212.

211. A non-ongoing employee will be credited with paid personal/carer's leave on commencement with AUSTRAC. This will be 18 days leave pro-rated where the contract is for less than 12 months. A non-ongoing employee will be credited 18 days paid cumulative personal/carer's leave for every year of service after the first year of service.

212. If a non-ongoing employee becomes an ongoing employee with AUSTRAC without a break in service, the employee will maintain their non-ongoing personal/carer's leave credit or debit at the date of becoming an ongoing employee. The employee receives their next 18 days paid cumulative personal/carer's leave credit on the anniversary of the commencement of the period of non-ongoing employment immediately prior to their conversion to ongoing employment.

213. If, in a year, an employee is absent for more than 30 days on leave that does not count as service, their next personal/carer's leave credit will be postponed by that period of leave.

#### **Arrangements on transition to daily accrual**

214. For an ongoing employee, 18 days personal/carer's leave will be credited upon the employee's commencement with the APS. After 12 months, the employee's leave will accrue and be credited daily.

215. For a non-ongoing employee, the personal/carer's leave will be credited upon the employee's commencement with AUSTRAC. This will be 18 days leave pro-rated based on the employee's initial contract period, and is capped at 18 days. After the initial contract period, or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue and be credited daily.

216. Where an employee:

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

216.2 is recovering from surgery; or

216.3 is pregnant; or

216.4 is returning from parental leave or has a child commencing day care; and, as a result of the transition to daily accrual of personal/carer's leave, does not have sufficient credit to cover an absence for which they would otherwise be able to take personal/carer's leave, the CEO will advance the employee's accrual up to the 12 month anniversary when their leave would otherwise be credited.

#### **Arrangements for casual employees**

217. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.

## **Usage**

218. Personal/carer's leave can be used due to an employee's personal illness or injury not covered by worker's compensation;
- 218.1 to attend appointments with a registered health practitioner
  - 218.2 unexpected emergencies applying to an employee
  - 218.3 to manage a chronic condition; and/or
  - 218.4 to provide care or support for a family member (including a household member) or a person they have caring responsibilities for; because:
    - 218.4.1 of a personal illness or injury affecting the person; or
    - 218.4.2 of an unexpected emergency affecting the other person.
219. A person that an employee has caring responsibilities for may include a person who needs care because they:
- 219.1 have a medical condition, including when they are in hospital;
  - 219.2 have a mental illness;
  - 219.3 have a disability;
  - 219.4 are frail or aged; and/or
  - 219.5 are a child, not limited to a child of the employee.
220. Personal leave will not accrue during any period not to count as service that exceeds 30 days in a year.
221. Personal/carer's leave may be taken as part day absences (with corresponding adjustment to personal/carer's leave credits).
222. Unused personal/carer's leave will not be paid out on separation.

## **Evidence for taking personal/carer's leave**

223. An employee may be requested to provide evidence where:
- 223.1 the employee is absent from work for a period of three or more consecutive work days, or
  - 223.2 the employee has already taken eight days or more paid personal/carer's leave in the calendar year.
224. Evidence for clause 223 means:
- 224.1 a certificate from a registered health practitioner,
  - 224.2 a statutory declaration, or
  - 224.3 another form of evidence approved by the CEO.
225. 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.
226. If the employee does not, when requested, provide evidence within a reasonable period, the absence will be treated as unauthorised absence.

## **Portability of leave**

227. Where an employee moves into AUSTRAC 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.
228. Where an employee is engaged in AUSTRAC 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.
229. Where an employee is engaged as an ongoing employee in AUSTRAC, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in AUSTRAC or another APS agency), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
230. 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 AUSTRAC or another APS agency) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
231. Where an employee is engaged as an ongoing employee in AUSTRAC, 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 228), the CEO will recognise any unused accrued personal/carer's leave at the employee's request. The CEO will advise the employee of their ability to make this request.
232. Where an employee is engaged as an ongoing employee in AUSTRAC, and immediately prior to the engagement the person was employed by a State or Territory Government, the CEO may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
233. For the purposes of clauses 227 to 232 an employee with a break in service of less than 2 months is considered to have continuity of service.

## **Re-crediting of leave**

234. When an employee is on:
  - 234.1 annual leave;
  - 234.2 purchased leave;
  - 234.3 defence reservist leave;
  - 234.4 First Nations ceremonial leave;
  - 234.5 NAIDOC leave;
  - 234.6 cultural leave; or
  - 234.7 long service leave; and becomes eligible for, under legislation or this agreement:
  - 234.8 personal/carer's leave;
  - 234.9 compassionate or bereavement leave;
  - 234.10 jury duty;
  - 234.11 emergency services leave;
  - 234.12 leave to attend to family and domestic violence circumstances;

234.13 parental leave, premature birth leave, stillbirth leave or pregnancy loss leave; the affected period of leave will be re-credited.

235. 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.

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

### **Long service leave**

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

238. 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 234 of this agreement.

### **Miscellaneous leave**

239. The CEO may grant leave to an employee, either with or without pay, in circumstances not provided for elsewhere in this Agreement.

240. The CEO may grant leave for casual employees to provide for paid family and domestic violence leave, consistent with clause 323, and otherwise by Government directive.

241. Further information on miscellaneous leave can be found in policy.

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

#### **NAIDOC leave**

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

243. NAIDOC leave can be taken in part days.

244. The CEO may at their discretion make further grants of paid or unpaid leave on application in addition to the entitlements specified in this clause. Unpaid leave in excess of 30 days does not count as service except as provided for by legislation.

#### **First Nations ceremonial leave**

245. First Nations employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.

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

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

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

249. The CEO may at their discretion make further grants of paid or unpaid leave on application in addition to the entitlements specified in this clause. Unpaid leave in excess of 30 days does not count as service except as provided for by legislation.

#### **Cultural leave**

- 250. The CEO may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
- 251. The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 252. Cultural leave can be taken as part days.
- 253. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 242.
- 254. The CEO may at their discretion make further grants of paid or unpaid leave on application in addition to the entitlements specified in this clause. Unpaid leave in excess of 30 days does not count as service except as provided for by legislation.

## **Parental leave**

- 255. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
- 256. 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.
- 257. 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.
- 258. 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**

- 259. An employee is entitled to parental leave with pay as per clauses 261 and 262 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.
- 260. Employees newly engaged or who have moved to AUSTRAC from another APS agency are eligible for the paid parental leave in clauses 261 and 262 where such paid leave had not already been provided by another APS or Commonwealth employer in the 24 months since the child's date of birth or placement. If the paid leave used by the employee with the previous Commonwealth or APS employer is less than the limits specified in clauses 261 and 262 the balance is available to the employee.
- 261. 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 2 below.

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



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

262. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in Table 3 below.

*Table 3: Secondary caregivers - circumstances for paid parental leave*

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

263. **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.
264. **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.
265. **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**

266. 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:
- 266.1 is under 16 as at the day (or expected day) of placement;
  - 266.2 has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
  - 266.3 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
267. 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**

268. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.
269. A stillborn child is a child:
- 269.1 who weighs at least 400g at delivery or whose period of gestation was 20 weeks or more; and
  - 269.2 who has not breathed since delivery; and
  - 269.3 whose heart has not beaten since delivery.

### **Pregnancy loss leave**

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

### **Premature birth leave**

272. In circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation. Parental leave with pay is then available from what would have been 37 weeks' gestation in accordance with Parental leave in this agreement, noting the parental leave period commences on the child's date of birth.

### **Transitional provisions**

273. 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 272 until after the legislated paid maternity leave is used.

### **Compassionate leave**

274. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- 274.1 a member of their family (including a member of their household) or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
  - 274.2 the employee or their partner has a miscarriage.
275. An employee may be asked to provide evidence to support their absences on compassionate leave.
276. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
277. For casual employees, compassionate leave is unpaid.

### **Bereavement leave**

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

- 279. An employee may be asked to provide evidence to support their absences on bereavement leave.
- 280. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 281. For casual employees, bereavement leave is unpaid.

## **Emergency response leave**

- 282. In line with section 108 of the *Fair Work Act 2009*, an employee who engages in an eligible community service activity can get emergency response leave to volunteer for emergency management duties for:
  - 282.1 the time engaged in the activity;
  - 282.2 reasonable travelling time; and
  - 282.3 reasonable recovery time.
- 283. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The CEO may provide additional emergency response leave with pay.
  - 283.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 284. Paid leave may be refused where the employee's role is essential to AUSTRAC's response to the emergency.
- 285. 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.
- 286. AUSTRAC may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 287. Emergency response leave, with or without pay, will count as service.

## **Jury duty**

- 288. 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.
- 289. 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.
  - 289.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 290. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- 291. 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 AUSTRAC for the period of absence. This will be administered in accordance with the overpayments clause.

## **Defence reservist leave**

- 292. The CEO will give an employee leave with or without pay to undertake:
  - 292.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
  - 292.2 Australian Defence Force Cadet obligations.
- 293. An employee who is a Defence Reservist can take leave with pay for:

- 293.1 up to 4 weeks (20 days) in each financial year (pro rata for part-time employees); and
- 293.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro rata for part-time employees).
- 294. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
- 295. 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:
  - 295.1 Australian Navy Cadets;
  - 295.2 Australian Army Cadets; and
  - 295.3 Australian Air Force Cadets.
- 296. In addition to the entitlement at clause 293, 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.
- 297. Paid defence reservist leave counts for service.
- 298. Unpaid defence reservist leave for six months or less counts as service for all purposes. This includes periods of CFTS.
- 299. Unpaid leave taken over six months counts as service, except for annual leave.
- 300. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

### **Defence service sick leave**

- 301. 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:
  - 301.1 war-like service; or
  - 301.2 non-war like service.
- 302. An eligible employee can get 2 types of credits:
  - 302.1 an initial credit of 9 weeks (45 days) defence service sick leave (pro rata for part-time employees) will apply as of the later below option:
    - 302.1.1 they start employment with the APS; or
    - 302.1.2 DVA certifies the condition; and
  - 302.2 an annual credit of 3 weeks (15 days) defence service sick leave (pro rata for part-time employees).
- 303. 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.
- 304. Unused annual credits can be built up to 9 weeks.
- 305. An employee cannot use annual credits until the initial credit is exhausted.
- 306. Defence service sick leave is paid and counts as service for all purposes.

### **Leave to attend proceedings**

- 307. 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.
- 308. An employee who is not covered under clause 307, 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 AUSTRAC.
- 309. An employee may otherwise be granted paid or unpaid miscellaneous leave by the CEO if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.
- 310. The CEO may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

### **Unauthorised absences**

- 311. Where an employee is absent from duty without approval, e.g. without the express approval of their manager, or not in accordance with a term of this Agreement, the absence will be treated as an 'unauthorised absence' and will not count as service for any purpose under this Agreement, including remuneration and leave accrual. Any amounts paid to an employee in respect of an unauthorised absence are overpayments and AUSTRAC will seek to recover those amounts in accordance with clause 48.

## **Section 7: Employee support and workplace culture**

### **Blood donation**

- 312. 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.
- 313. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

### **Vaccinations**

- 314. AUSTRAC will offer annual influenza vaccinations to all employees at no cost.
- 315. Where AUSTRAC 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**

- 316. Employees, their spouses or 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 AUSTRAC and will be accessible on paid time.

### **Respect at work**

#### **Principles**

317. AUSTRAC values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. AUSTRAC recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
318. AUSTRAC 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**

319. AUSTRAC will consult with employees and their unions in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

### **Family and domestic violence support**

320. AUSTRAC will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
321. AUSTRAC recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
322. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.
323. An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- 323.1 illness or injury affecting the employee resulting from family and domestic violence;
  - 323.2 providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
  - 323.3 providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
  - 323.4 making arrangements for the employee's safety, or the safety of a close relative;
  - 323.5 accessing alternative accommodation;
  - 323.6 accessing police services;
  - 323.7 attending court hearings;
  - 323.8 attending counselling; and
  - 323.9 attending appointments with medical, financial or legal professionals.
324. 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.
325. 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.
326. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.

327. 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.
328. 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.
329. Evidence may be requested to support AUSTRAC 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 AUSTRAC will require, unless the employee chooses to provide another form of evidence.
330. 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.
331. AUSTRAC will take all reasonable measures to treat information relating to family and domestic violence confidentially. AUSTRAC will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps AUSTRAC may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
332. Where AUSTRAC needs to disclose confidential information for purposes identified in clause 331, where it is possible AUSTRAC will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
333. AUSTRAC 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.
334. 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.
335. AUSTRAC 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.
336. 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**

337. AUSTRAC 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 AUSTRAC decisions.
338. Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the APS Code of Conduct in the *Public Service Act 1999*.
339. Employees can, during their ordinary work hours, take time to:
  - 339.1 access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in AUSTRAC; and
  - 339.2 attend AUSTRAC-mandated training about integrity.

## **First Nations cultural competency training**

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

## **Lactation and breastfeeding support**

- 342. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
- 343. AUSTRAC will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 344. In considering whether a space is appropriate, an agency should consider whether:
  - 343.1 there is access to refrigeration;
  - 343.2 the space is lockable; and
  - 343.3 there are facilities needed for expressing such as appropriate seating.
- 344. Where it is not practicable for an agency site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
- 345. AUSTRAC will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- 346. 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.
- 347. Further information is available in policy.

## **Disaster support**

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

# **Section 8: Performance and development**

## **Performance management**



351. Employees will participate in AUSTRAC's Performance Management Program. The aim of the Performance Management Program is to support employees reach their full potential by providing a framework for regular discussions between employees and their managers on performance, skill and capability development and career goals.
352. Ongoing employees on probation and non-ongoing employees who are engaged for a period of less than three months, or on a casual (irregular or intermittent) basis, will not be required to participate in the Performance Management Program.
353. AUSTRAC's performance management arrangements are underpinned by the following principles:
  - 353.1 Arrangements that aim to be positive and forward focussed, to support ongoing improvement and growth
  - 353.2 Processes are administered and applied fairly, and have consideration of extenuating individual circumstances
  - 353.3 Performance standards are realistic and clearly defined
  - 353.4 Employees and managers have a joint responsibility to participate in a meaningful way
  - 353.5 No surprises – wherever possible performance feedback is provided contemporaneously
  - 353.6 A focus on ongoing development for current and future roles and the employee's career goals
  - 353.7 Arrangements that facilitate regular and structured feedback that recognises employee achievement and fosters ongoing improvement
  - 353.8 Provides a mechanism for early identification and management of underperformance
  - 353.9 The performance management cycle operates over a twelve month period from 1 September to 31 August.
354. AUSTRAC's Performance Management Program policy sets out the arrangements including the responsibilities, rights and obligations of managers and employees in managing performance and learning and development.
355. The following five-point rating scale will be used to define individual performance:
  - 355.1 Exceptional
  - 355.2 Highly effective
  - 355.3 Fully effective
  - 355.4 Partially effective
  - 355.5 Not effective.

## **Managing for improved performance**

356. Where underperformance is identified, AUSTRAC will ensure that the processes to manage are consistent with procedural fairness and employees are given assistance to address performance gaps.
357. Supervisors will raise performance concerns with the employee as soon as practicable. Discussions on managing underperformance will include how the employee can improve their performance in order to meet their key priorities or activities. A written plan should then be developed which covers:
  - 357.1 the specific deficiencies in the employee's performance
  - 357.2 appropriate development assistance required to address the issue(s)

- 357.3 the specific corrective action required
- 357.4 the performance standards required, and
- 357.5 a reasonable timeframe in which to address the issue(s).

358. Further information is available in the relevant policy.

## **Workloads**

- 359. AUSTRAC 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.
- 360. When determining workloads for an employee or group of employees, AUSTRAC will consider the need for employees to strike a balance between their work and personal life.
- 361. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, AUSTRAC 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.

## **Studies assistance**

- 362. The CEO may grant study leave up to a maximum of 120 hours per calendar year or financial assistance up to a maximum of \$6,000 per calendar year, or both, to an employee undertaking formal study. The CEO will grant paid or unpaid time off for approved students to attend compulsory examinations. Further information is available in the relevant policy.

## **Learning and development**

- 363. Learning and development opportunities aim to:
  - 363.1 develop and maintain individual capabilities to perform the job
  - 363.2 develop capabilities to achieve business goals and meet organisational challenges
  - 363.3 develop interpersonal and team skills to perform as a member of a team,
  - 363.4 support employee's career development as discussed in their performance management program and
  - 363.5 meet any AUSTRAC mandated training requirements.
- 364. Managers and employees have a joint responsibility to ensure that an employee's learning and development needs and opportunities are identified and undertaken as a part of the performance management program with arrangements, including time to participate, discussed and agreed.

# **Section 9: Travel and location-based conditions**

## **Travel**

### **Domestic travel**

365. An employee who travels on official business to a location(s) greater than 100 kilometres in distance from their usual place of work, and is required to be absent overnight, is entitled to Travelling Allowance (TA).
366. The TA for overnight stays is based on the approved subscription provider rates, as determined by the CEO. In the event that the approved subscription provider rates cease to be available, the CEO will determine the rates.
367. Where an employee elects not to use AUSTRAC booked accommodation and instead chooses to stay in a non-commercial residence, an accommodation allowance of \$61.00 per night is payable to the employee
368. An employee at the APS Levels 1 to 6 who travels on official business may claim flex time for travel time which is additional to the usual travel time between their home and their usual place of work in accordance with clause 369.

#### **Excess travel time**

369. Excess travel time is time above that which an APS Level 1 to 6 employee would usually spend travelling to and from work. Flex time will be credited for excess travel time to and from work where an employee is directed to report for work at a place other than the employee's usual place of work. Flex time may only be claimed for travel outside the standard bandwidth as provided for under clause 109 where it is unavoidable due to work requirements or transport arrangements.
370. Where an employee's usual place of work is variable within a specified district, the employee and their manager will agree on the usual place of work for the purposes of this Agreement. In this case a minimum of 20 minutes travelling time each way will apply. AUSTRAC will reimburse incurred travel expenses to a place other than the usual place of work.

#### **International travel**

371. An employee who is required to travel internationally on official business, and is required to be absent overnight, is entitled to TA.
372. The TA rate comprises the meal and incidental cost specified for the location and the employee's salary in accordance with the reasonable travel rates published by the Australian Taxation Office (ATO) each year. In the event that the ATO rates cease to be available, the CEO will determine the rates.
373. The designated class of air travel for international flights of less than six hours flight time is economy class. For international flights of more than six hours flight time the standard will be business class or equivalent. The CEO has the discretion to vary this arrangement, where appropriate including for operational, emergency, safety and/or medical reasons.
374. The class of accommodation for international travel is designated as four star, where available. Exceptions may be approved by the CEO where appropriate, including for operational, emergency, safety and/or medical reasons.

#### **Relocation assistance**

375. Where an existing APS employee is required to relocate at the request of AUSTRAC (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.
376. Where an employee is required to relocate on engagement with AUSTRAC, the employee will be provided with financial relocation assistance.
377. Reasonable expenses associated with the relocation include:

- 377.1 the cost of transport of the employee, dependants and partner by the most economical means;
- 377.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
- 377.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
- 377.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.

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

## **Section 10: Consultation, representation and dispute resolution**

### **Consultation**

#### **Principles**

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

#### **When consultation is required**

- 382. Consultation is required in relation to:
  - 382.1 changes to work practices which materially alter how an employee carries out their work;

382.2 changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);

382.3 major change that is likely to have a significant effect on employees;

382.4 implementation of decisions that significantly affect employees;

382.5 changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and

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

383. AUSTRAC, 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 AUSTRAC. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

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

384. Clauses 385-400 apply if AUSTRAC:

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

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

#### **Representation**

385. Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.

386. AUSTRAC must recognise the representative if:

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

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

#### **Major change**

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

387.1 the termination of the employment of employees; or

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

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

387.4 the alteration of hours of work; or

387.5 the need to retrain employees; or

387.6 the need to relocate employees to another workplace; or

387.7 the restructuring of jobs.

388. The following additional consultation requirements in clause 389 - 395 apply to a proposal to introduce a major change referred to in clause 387.

389. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 383.
390. Where practicable, an AUSTRAC change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.
391. AUSTRAC must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
392. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 383 AUSTRAC must:
- 392.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
- 392.1.1 the proposed change;
- 392.1.1.1 the effect the proposed change is likely to have on the employees; and
- 392.1.1.2 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
- 392.1.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
- 392.1.2.1 all relevant information about the proposed change, including the nature of the change proposed; and
- 392.1.2.2 information about the expected effects of the proposed change on the employees; and
- 392.1.2.3 any other matters likely to affect the employees.
393. AUSTRAC must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
394. However, AUSTRAC is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
395. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of AUSTRAC, the requirements set out in clauses 389 to 394 are taken not to apply.

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

396. The following additional consultation requirements in clause 397 to 399 apply to a proposal to introduce a change referred to in clause 382.5.
397. AUSTRAC must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
398. As soon as practicable after proposing to introduce the change, AUSTRAC must:
- 398.1 discuss with employees and the relevant union(s) and/or other recognised representatives the proposed introduction of the change; and
- 398.2 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
- 398.2.1 all relevant information about the proposed change, including the nature of the proposed change; and

398.2.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees; and

398.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and

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

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

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

#### **Interaction with emergency management activities**

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

#### **AUSTRAC Consultative Group**

402. There shall be a staff consultative forum to be known as the AUSTRAC Consultative Group. This forum will operate in accordance with a charter approved by the CEO.

403. The role of the ACG is to provide a consultative forum for developing and reviewing policies and procedures relating to the application of this Agreement and conveying feedback and advice to the CEO who is the final decision maker on all matters considered by the ACG.

404. The ACG will comprise:

404.1 the CEO

404.2 representatives nominated by the CEO, and

404.3 from eight employees and depending on AUSTRAC's size, up to 13 employees, drawn from and elected by employees covered by this agreement.

#### **APS consultative committee**

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

#### **Dispute resolution**

406. If a dispute relates to:

406.1 a matter arising under the agreement; or

406.2 the National Employment Standards; this term sets out procedures to settle the dispute.

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

408. 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.

409. 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.
410. 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 409 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
411. The Fair Work Commission may deal with the dispute in 2 stages:
- 411.1 the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- 411.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
- 411.2.1 arbitrate the dispute; and
- 411.2.2 make a determination that is binding on the parties.

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

412. While the parties are attempting to resolve the dispute using the procedures in this term:
- 412.1 an employee must continue to perform their work as they would normally in accordance with established custom and practice at AUSTRAC that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
- 412.2 subject to 407.1 an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
- 412.2.1 the work is not safe; or
- 412.2.2 applicable work health and safety legislation would not permit the work to be performed; or
- 412.2.3 the work is not appropriate for the employee to perform; or
- 412.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.

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

414. Any disputes arising under the AUSTRAC EA 2016-2019 or the National Employment Standards that were formally notified under clause 283 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**

415. Where the provisions of clause 406 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 408, 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 410.



## **Delegates' rights**

- 416. 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 AUSTRAC.
- 417. The role of union delegates is to be respected and supported.
- 418. AUSTRAC and union delegates will work together respectfully and collaboratively.

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

- 419. AUSTRAC respects the role of union delegates to:
  - 419.1 provide information, consult with and seek feedback from employees in the workplace on workplace matters;
  - 419.2 consult with other delegates and union officials, and get advice and assistance from union officials;
  - 419.3 represent the interests of members to the employer and industrial tribunals; and
  - 419.4 represent members at relevant union forums, consultative committees or bargaining.
- 420. AUSTRAC 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.
- 421. 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.
- 422. To support the role of union delegates, AUSTRAC will, subject to legislative and operational requirements, including privacy and security requirements:
  - 422.1 provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
  - 422.2 advise union delegates and other union officials of AUSTRAC facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
  - 422.3 allow reasonable official union communication appropriate to AUSTRAC 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;
  - 422.4 provide access to new employees as part of induction; and
  - 422.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
- 423. 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 AUSTRAC before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

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

## **Resignation**

- 424. An employee may resign from their employment by giving the CEO at least 14 calendar days' notice.
- 425. At the instigation of the CEO, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
- 426. The CEO has the discretion to agree to a shorter period of notice or waive the requirement to give notice.
- 427. An employee must complete their administrative obligations prior to their departure. Where an employee submits a resignation which takes effect on a public holiday, the resignation will be deemed effective from close of business on the working day immediately prior to the public holiday. All resignations will be deemed to take effect at close of business on the resignation date.

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

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

## **Redeployment, retraining, redundancy**

### **Principles**

- 429. These provisions apply to all ongoing APS employees other than employees on probation.
- 430. An employee whose services can no longer be effectively utilised in their current role will be provided with both support and options regarding their future career.
- 431. An employee may be considered excess if:
  - 431.1 their classification comprises a greater number of employees than is necessary for the efficient and economical working of AUSTRAC,
  - 431.2 their services cannot be effectively used because of technological or other changes in the work methods of AUSTRAC or structural or other changes in the nature, extent or organisation of the functions of AUSTRAC, or
  - 431.3 they are not willing to be reassigned to another locality when their usual duties are transferred, and AUSTRAC determines that these provisions will apply.
- 432. Where 15 or more employees are likely to become excess, AUSTRAC must comply with the relevant provisions of Division 2 of Part 3-6 of the FW Act.

### **Discussion process**

- 433. AUSTRAC will consult with any employee who is likely to become excess. Discussions with employees and, where they choose, their representatives will include, where relevant, discussion of:

- 433.1 measures that could be taken to remove or reduce the incidence of an employee becoming excess
  - 433.2 redeployment prospects for the employee concerned
  - 433.3 the appropriateness of using voluntary redundancy, and
  - 433.4 the method of identifying an employee as excess, having regard to the efficient and economical working of AUSTRAC, and the relative efficiency of employees.
434. AUSTRAC may also invite non-excess employees to express an interest in voluntary redundancy, where this would facilitate the reassignment of excess employees (i.e. job swaps).
435. The maximum period of time allowed for consultations, as described in clauses 433 and 434, should generally be one month. If a longer period is sought it must be approved by the CEO. If a shorter period is being sought the employee must consent to that shorter period.

## **Formal declaration of excess status and offer of voluntary redundancy**

436. Should an employee become excess to requirements, the CEO will inform the employee in writing that they have been formally declared excess, and at the same time make the employee an offer of voluntary redundancy. The offer will include the following information to assist the employee in their considerations:
- 436.1 amount of severance pay, pay in lieu of notice and paid up leave credits
  - 436.2 advice to contact their relevant superannuation fund to obtain details of their superannuation entitlements and options
  - 436.3 taxation rules applying to the various payments, and
  - 436.4 assistance for professional financial advice up to a maximum of \$613.00.

### **Consideration period**

437. From the date of being formally declared excess and offered voluntary redundancy, the employee will be provided one month in which to consider the offer and advise the CEO of their decision.
438. Should the employee request an earlier termination to a date within the consideration period, the employee will be entitled to receive payment for the unexpired portion of the consideration period.
439. An excess employee can only be made one offer of voluntary redundancy.

## **Acceptance of voluntary redundancy**

### **Period of notice**

440. Should an employee accept the offer of voluntary redundancy, the CEO will issue a notice of termination in accordance with section 29 of the PS Act. The period of notice will be 4 weeks, or 5 weeks for an employee over 45 years of age with at least five years of continuous, current APS service.
441. Notice of termination will not be given before the end of the period, without the agreement of the employee.
442. Where an employee elects to terminate their employment before the expiration of the notice period, payment in lieu for the unexpired period will be made.

### **Redundancy Benefit**

443. An employee who elects for retrenchment with a redundancy benefit and whose employment is terminated by the CEO under s.29 of the PS Act on the grounds that he/she is excess to the

requirements of AUSTRAC, is entitled to payment of a redundancy benefit of an amount equal to two weeks' salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the NES.

444. The minimum sum payable will be 4 weeks' salary and the maximum will be 48 weeks' salary.
445. The redundancy benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during his or her period of service and the employee has less than 24 years full-time service, subject to any minimum amount the employee is entitled to under the NES.
446. For the purposes of calculating severance pay, 'salary' will include:
  - 446.1 the employee's full-time salary, adjusted on a pro rata basis for any period of service where an employee has worked part-time hours and that employee has less than 24 years full-time service
  - 446.2 allowances which have been paid during periods of annual leave and on a regular basis and not be a reimbursement of expenses incurred or a payment for disabilities associated with the performance of a duty, and
  - 446.3 additional payments for the performance of a temporary role through a reassignment of duties, where the employee has been performing duties at the higher work value level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination.

## **Defined APS service**

447. Service for severance benefit purposes means:
  - 447.1 service in AUSTRAC
  - 447.2 Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*
  - 447.3 service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes
  - 447.4 service with the Australian Defence Forces
  - 447.5 APS service immediately preceding deemed resignation under the repealed section 49 (Marriage Bar) of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes, and
  - 447.6 service in another organisation where the employee was re-assigned 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.
448. For earlier periods of service to count they must be continuous, except where:
  - 448.1 the break in service is less than one month and occurred where an offer of employment was made and accepted before ceasing with the preceding employer, or
  - 448.2 the earlier period of service was with the APS and terminated under the repealed section 49 (Marriage Bar) of the *Public Service Act 1922*.
449. Any period of service which ceased:

- 449.1 through termination on the following grounds, or on a ground equivalent to any of the following grounds:
  - 449.1.1 the employee lacks, or has lost, an essential qualification for performing his or her duties;
  - 449.1.2 non-performance, or unsatisfactory performance, of duties;
  - 449.1.3 inability to perform duties because of physical or mental incapacity;
  - 449.1.4 failure to satisfactorily complete an entry level training course;
  - 449.1.5 failure to meet a condition imposed under subsection 22(6) of the PS Act; or
  - 449.1.6 a breach of the APS Code of Conduct.
- 449.2 on a ground equivalent to a ground listed in subparagraph (a) above under the repealed PS Act, or
- 449.3 through voluntary retirement at or above the minimum retiring age applicable to the employee, or
- 449.4 with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit, will not count as service for severance pay purposes.
- 450. Absences that do not count as service for long service leave purposes will not count as service for severance benefit purposes.

## **Retention and Redeployment**

### **Retention period**

- 451. Should an employee not accept the offer of voluntary redundancy, the employee will commence their retention period from the date the employee was formally declared excess to requirements and offered voluntary redundancy in accordance with clause 436. The notice period will be concurrent with the retention period.
- 452. 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:
  - 452.1 56 weeks where the employee has 20 years or more service or is over 45 years of age, or
  - 452.2 28 weeks for all other employees.
- 453. If an employee is entitled to a redundancy payment under the NES, the retention period at clause 455 will be reduced by the employee's redundancy pay entitlement under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).
- 454. Where the CEO is satisfied that there is insufficient productive work available for the employee within AUSTRAC during the remainder of the retention period and that there is no reasonable redeployment prospects in the APS:
  - 454.1 the CEO may terminate the employee's employment under s.29 of the PS Act; and
  - 454.2 upon termination, the employee will be paid a lump sum comprising:
    - 454.2.1 the balance of the retention period (as shortened for the NES under clause 453) and this payment will be taken to include the payment in lieu of notice of termination of employment, and
    - 454.2.2 the employee's NES entitlement to redundancy pay.

## **Redeployment**

455. During the retention period AUSTRAC:
- 455.1 will continue to take reasonable steps to redeploy the excess employee in accordance with applicable APS-wide redeployment principles, mechanisms and arrangements; and
  - 455.2 may, after giving four weeks' notice, reassign the excess employee to a lower classification level vacancy. Income maintenance up to the pre- reassignment salary level will be provided for the balance of the retention period.
456. The CEO may deploy the excess employee to any vacancy which the employee is qualified to fill. Where an employee is successfully redeployed, they are no longer considered an excess employee for the purposes of this Agreement. However, if their deployment was to a role below the employee's current substantive work value level, income maintenance will apply for the remaining balance of their retention period.
457. An employee may only refuse redeployment, and still be considered an excess employee, where the vacancy to which the employee is to be redeployed is at a different location.
458. Upon the employee's request, the CEO may approve reasonable travel and incidental expenses incurred in seeking alternative employment in a new locality, where these costs are not met by the prospective employer.

## **Involuntary Termination**

459. If an excess employee is unsuccessful in obtaining permanent redeployment during the retention period, the CEO will advise the employee in writing of their intention to involuntarily terminate the employee under section 29 of the PS Act.
460. The employee will be given 4 weeks' notice of termination (or 5 weeks for an employee over 45 years of age with at least five years of continuous, current APS service). This period of notice will be served, as far as practicable, concurrently with the retention period as outlined in clauses 451 and 453.
461. An excess employee must not be terminated involuntarily by the CEO under section 29 of the PS Act if they have not been invited to accept an offer of voluntary redundancy.
462. No redundancy benefit will be payable under clause 443. The excess employee will be entitled to the minimum redundancy pay entitlement under the NES.

# Attachment A – Base Salaries

## A.1 ADMINISTRATIVE

### AUSTRAC Administrative Broadband 1

		(4% increase)	(3.8% increase)	(3.4% increase)
Classification	Salary as at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
<b>APS Level 1</b>				
1.1	53,481	55,620	57,734	59,697
1.2	54,487	56,666	58,819	60,819
1.3	55,497	57,717	59,910	61,947
1.4	56,510	58,770	61,003	63,077
1.5	57,517	59,818	62,091	64,202
1.6	58,525	60,866	63,179	65,327
<b>APS Level 2</b>				
2.1	60,542	62,964	65,357	67,579
2.2	61,551	64,013	66,445	68,704
2.3	62,561	65,063	67,535	69,831
2.4	63,571	66,114	68,626	70,959
2.5	64,579	67,162	69,714	72,084
2.6	65,588	68,212	70,804	73,211
2.7	66,597	69,261	71,893	74,337
<b>APS Level 3</b>				
3.1	67,604	70,308	72,980	75,461
3.2	68,616	71,361	74,073	76,591
3.3	69,623	72,408	75,160	77,715
3.4	70,633	73,458	76,249	78,841
3.5	71,642	74,508	77,339	79,969
3.6	72,650	75,556	78,427	81,094
3.7	73,659	76,605	79,516	82,220
<b>APS Level 4</b>				
4.1	74,670	77,657	80,608	83,349
4.2	75,677	78,704	81,695	84,473
4.3	77,191	80,279	83,330	86,163
4.4	78,705	81,853	84,963	87,852
4.5	79,713	82,902	86,052	88,978
4.6	81,227	84,476	87,686	90,667
4.7	82,743	86,053	89,323	92,360

**AUSTRAC Administrative Broadband 2**

		<b>(4% increase)</b>	<b>(3.8%increase)</b>	<b>(3.4% increase)</b>
<b>Classification</b>	<b>Salary at 31 August 2023</b>	<b>From the later of commencement of the agreement or 14 March 2024</b>	<b>From 13 March 2025</b>	<b>From 12 March 2026</b>
<b>APS Level 5</b>				
5.1	83,751	87,101	90,411	93,485
5.2	84,758	88,148	91,498	94,609
5.3	85,768	89,199	92,589	95,737
5.4	86,777	90,248	93,677	96,862
5.5	87,785	91,296	94,765	97,987
5.6	88,796	92,348	95,857	99,116
5.7	89,805	93,397	96,946	100,242
5.8	91,824	95,497	99,126	102,496
<b>APS Level 6</b>				
6.1	93,840	97,594	101,303	104,747
6.2	95,858	99,692	103,480	106,998
6.3	97,878	101,793	105,661	109,253
6.4	99,894	103,890	107,838	111,504
6.5	101,914	105,991	110,019	113,760
6.6	104,411	108,587	112,713	116,545
6.7	106,905	111,181	115,406	119,330

**Executive Level 1 Administrative Work Value Range**

		<b>(4% increase)</b>	<b>(3.8%increase)</b>	<b>(3.4% increase)</b>
<b>Classification</b>	<b>Salary at 31 August 2023</b>	<b>From the later of commencement of the agreement or 14 March 2024</b>	<b>From 13 March 2025</b>	<b>From 12 March 2026</b>
<b>Executive Level 1</b>				
EL1.1	114,680	119,267	123,799	128,008
EL1.2	116,429	121,086	125,687	129,960
EL1.3	118,368	123,103	127,781	132,126
EL1.4	120,310	125,122	129,877	134,293
EL1.5	122,736	127,645	132,496	137,001
EL1.6	125,159	130,165	135,111	139,705
EL1.7	127,103	132,187	137,210	141,875
EL1.8	130,554	135,776	140,935	145,727

**Executive Level 2 Administrative Work Value Range**

		<b>(4% increase)</b>	<b>(3.8%increase)</b>	<b>(3.4% increase)</b>
<b>Work Value Range (Approved APS Classification Level)</b>	<b>Salary at 31 August 2023</b>	<b>From the later of commencement of the agreement or 14 March 2024</b>	<b>From 13 March 2025</b>	<b>From 12 March 2026</b>
<b>Executive Level 2</b>				
EL2.1	133,669	139,016	144,299	149,205
EL2.2	137,229	142,718	148,141	153,178
EL2.3	140,255	145,865	151,408	156,556
EL2.4	143,283	149,014	154,677	159,936
EL2.5	147,321	153,214	159,036	164,443
EL2.6	150,349	156,363	162,305	167,823



EL2.7	153,374	159,509	165,570	171,199
EL2.8	157,930	164,247	170,488	176,285

## ATTACHMENT A.2 – SALARY RANGES AND SALARY POINTS

### LEGAL

#### AUSTRAC Legal Broadband 1

Classification	Salary at 31 August 2023	(4% increase)	(3.8% increase)	(3.4% increase)
		From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
<b>APS Level 4 (Legal Officer Level 1)</b>				
4.1	74,670	77,657	80,608	83,349
4.2	75,677	78,704	81,695	84,473
4.3	77,191	80,279	83,330	86,163
4.4	78,705	81,853	84,963	87,852
4.5	79,713	82,902	86,052	88,978
4.6	81,227	84,476	87,686	90,667
4.7	82,743	86,053	89,323	92,360
<b>APS Level 5 (Legal Officer Level 1)</b>				
5.1	83,751	87,101	90,411	93,485
5.2	84,758	88,148	91,498	94,609
5.3	85,768	89,199	92,589	95,737
5.4	86,777	90,248	93,677	96,862
5.5	87,785	91,296	94,765	97,987
5.6	88,796	92,348	95,857	99,116
5.7	89,805	93,397	96,946	100,242
5.8	91,824	95,497	99,126	102,496

#### AUSTRAC Legal Broadband 2

Work Value Range (Approved APS Classification Level)	Salary at 31 August 2023	(4% increase)	(3.8% increase)	(3.4% increase)
		From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
<b>APS Level 6 Legal Officer Level 2</b>				
6.1	93,840	97,594	101,303	104,747
6.2	95,858	99,692	103,480	106,998
6.3	97,878	101,793	105,661	109,253
6.4	99,894	103,890	107,838	111,504
6.5	101,914	105,991	110,019	113,760
6.6	104,411	108,587	112,713	116,545
6.7	106,905	111,181	115,406	119,330
<b>Executive Level 1 Senior Legal Officer</b>				
EL1.1	114,680	119,267	123,799	128,008
EL1.2	116,429	121,086	125,687	129,960
EL1.3	118,368	123,103	127,781	132,126
EL1.4	120,310	125,122	129,877	134,293
EL1.5	122,736	127,645	132,496	137,001
EL1.6	125,159	130,165	135,111	139,705

EL1.7	127,103	132,187	137,210	141,875
EL1.8	130,554	135,776	140,935	145,727
<b>Executive Level 2 (Principal Legal Officer)</b>				
EL2.1	133,669	139,016	144,299	149,205
EL2.2	137,229	142,718	148,141	153,178
EL2.3	140,255	145,865	151,408	156,556
EL2.4	143,283	149,014	154,677	159,936
EL2.5	147,321	153,214	159,036	164,443
EL2.6	150,349	156,363	162,305	167,823
EL2.7	153,374	159,509	165,570	171,199
EL2.8	157,930	164,247	170,488	176,285

**ATTACHMENT A.3 – SALARY RANGES AND SALARY POINTS  
INFORMATION AND COMMUNICATION TECHNOLOGY (ICT)**

**AUSTRAC Information and Communication Technology Work Value Range**

Classification	Salary at 31 August 2023	(4% increase) From the later of commencement of the agreement or 14 March 2024	(3.8% increase) From 13 March 2025	(3.4% increase) From 12 March 2026
<b>APS Level 4 (ICT Officer 1)</b>				
4.1	74,670	77,657	80,608	83,349
4.2	75,677	78,704	81,695	84,473
4.3	77,191	80,279	83,330	86,163
4.4	78,705	81,853	84,963	87,852
4.5	79,713	82,902	86,052	88,978
4.6	81,227	84,476	87,686	90,667
4.7	82,743	86,053	89,323	92,360
<b>APS Level 5 (ICT Officer 2)</b>				
5.1	83,751	87,101	90,411	93,485
5.2	84,758	88,148	91,498	94,609
5.3	85,768	89,199	92,589	95,737
5.4	86,777	90,248	93,677	96,862
5.5	87,785	91,296	94,765	97,987
5.6	88,796	92,348	95,857	99,116
5.7	89,805	93,397	96,946	100,242
5.8	91,824	95,497	99,126	102,496
<b>APS Level 6 (Senior ICT Officer)</b>				
6.1	93,840	97,594	101,303	104,747
6.2	95,858	99,692	103,480	106,998
6.3	97,878	101,793	105,661	109,253
6.4	99,894	103,890	107,838	111,504
6.5	101,914	105,991	110,019	113,760
6.6	104,411	108,587	112,713	116,545
6.7	106,905	111,181	115,406	119,330
<b>Executive Level 1 (Manager ICT)</b>				
EL1.1	114,680	119,267	123,799	128,008
EL1.2	116,429	121,086	125,687	129,960
EL1.3	118,368	123,103	127,781	132,126

EL1.4	120,310	125,122	129,877	134,293
EL1.5	122,736	127,645	132,496	137,001
EL1.6	125,159	130,165	135,111	139,705
EL1.7	127,103	132,187	137,210	141,875
EL1.8	130,554	135,776	140,935	145,727
<b>Executive Level 2 (Director ICT)</b>				
EL2.1	133,669	139,016	144,299	149,205
EL2.2	137,229	142,718	148,141	153,178
EL2.3	140,255	145,865	151,408	156,556
EL2.4	143,283	149,014	154,677	159,936
EL2.5	147,321	153,214	159,036	164,443
EL2.6	150,349	156,363	162,305	167,823
EL2.7	153,374	159,509	165,570	171,199
EL2.8	157,930	164,247	170,488	176,285

## ATTACHMENT A.4 – SALARY RANGES AND SALARY POINTS

### AUSTRAC GRADUATE

#### AUSTRAC Graduate Broadband 1

		(4% increase)	(3.8% increase)	(3.4% increase)
Classification	Salary at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
<b>APS Level 3</b>				
3.1	67,604	70,308	72,980	75,461
3.2	68,616	71,361	74,073	76,591
3.3	69,623	72,408	75,160	77,715
3.4	70,633	73,458	76,249	78,841
3.5	71,642	74,508	77,339	79,969
3.6	72,650	75,556	78,427	81,094
3.7	73,659	76,605	79,516	82,220
<b>APS Level 4</b>				
4.1	74,670	77,657	80,608	83,349
4.2	75,677	78,704	81,695	84,473
4.3	77,191	80,279	83,330	86,163
4.4	78,705	81,853	84,963	87,852
4.5	79,713	82,902	86,052	88,978
4.6	81,227	84,476	87,686	90,667
4.7	82,743	86,053	89,323	92,360
<b>APS Level 5</b>				
5.1	83,751	87,101	90,411	93,485
5.2	84,758	88,148	91,498	94,609
5.3	85,768	89,199	92,589	95,737
5.4	86,777	90,248	93,677	96,862
5.5	87,785	91,296	94,765	97,987
5.6	88,796	92,348	95,857	99,116
5.7	89,805	93,397	96,946	100,242
5.8	91,824	95,497	99,126	102,496

# Attachment B – Supported Wage System

B1. 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

B2. 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](http://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

B3. 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.

B4. 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

B5. Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

**Table 4 Applicable percentage of relevant minimum wage paid to applicable employees**

Assessed capacity [sub-clause (d)]	Percentage of agreement rate
10%	10%
20%	20%

Assessed capacity [sub-clause (d)]	Percentage of agreement rate
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

B6. 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.

B7. Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

**Assessment of capacity**

B8. 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.

B9. 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**

B10. 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.

B11. 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**

B12. 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**

B13. 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**

B14. 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**

B15. 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.

B16. 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.

B17. 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.

B18. Work trials should include induction or training as appropriate to the job being trialled.


B19. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause B8 and B9.

## Attachment D – signatories

The *AUSTRAC Enterprise Agreement 2024-2027* is made under section 172 of the *Fair Work Act 2009*.

### Employer

Signed for, and on behalf of, the Commonwealth of Australia, represented by AUSTRAC:



Brendan Thomas

Chief Operating Officer, AUSTRAC

Level 23, 323 Castlereagh Street

HAYMARKET NSW 2000

18 March 2024

### Bargaining representatives

#### Union representative:

Signed for, and on behalf of, the Community and Public Sector Union (CPSU):



Melissa Payne

Assistant National Secretary, National Secretariat

54-58 Foveaux Street

SURRY HILLS NSW 2010

14 March 2024

#### Employee representative:



Maria Krassaris

Employee bargaining representative, AUSTRAC

Level 27, Tower 2, 727 Collins Street

DOCKLANDS VIC 3008

14 March 2024