



DECISION

Fair Work Act 2009

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

Comcare Australia T/A Comcare
(AG2024/627)

COMCARE ENTERPRISE AGREEMENT 2024-2027

Commonwealth employment

COMMISSIONER PLATT

ADELAIDE, 22 MARCH 2024

Application for approval of the Comcare Enterprise Agreement 2024-2027

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

[2] The matter was allocated to my Chambers on 13 March 2024.

[3] On 15 March 2024, I conducted a telephone conference with the parties to seek clarification about aspects of the Agreement and invited the Applicant to address these matters including through the provision of an undertaking.

[4] There are two National Employment Standard (NES) issues that require comment:

- Clause 299 is silent on leave for the permissible occasion of stillbirth, which is provided for under s.104 of the Act.
- Clause 56 states the Applicant and employee may agree to make deductions from final monies where there is an outstanding payment upon cessation of employment. This may operate to reduce an employee's NES entitlements.

[5] Clause 6 of the Agreement acts as an effective NES precedence clause. As a result of the above clauses will not apply to the extent they are inconsistent with the NES.

[6] The Agreement contains a number of changes which when considered in isolation, are less advantageous than the Award. These include increased ordinary hours, an expanded spread of hours and some penalty rates. I note that the Agreement also confers benefits of universal application including paid leave between Christmas and New Year and increased Superannuation Contributions. I have not considered additional benefits which were

conditional in their application and/or difficult to quantify in monetary terms. I find that the universal improvements offset the disadvantages referred to.

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

- The circumstances in which a casual employee is entitled to overtime has been inserted, consistent with the *Australian Public Service Enterprise Award 2015*.
- A Part-time minimum engagement has been inserted, consistent with the *Australian Public Service Enterprise Award 2015*.
- The requirement to prescribe the agreed part time hours of working including the start and finish times so as to determine when overtime is payable has been inserted, consistent with the *Australian Public Service Enterprise Award 2015*.

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

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

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

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

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



COMMISSIONER

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

Comcare Enterprise Agreement 2024-2027

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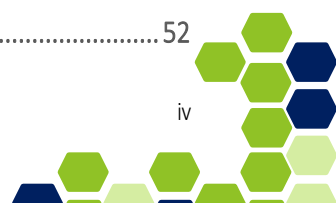
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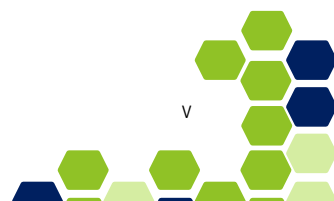
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SECTION 1: TECHNICAL MATTERS

TITLE

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

PARTIES TO THE AGREEMENT

2. The agreement covers:
 - a. the Chief Executive Officer (CEO), for and on behalf of the Commonwealth of Australia as the employer,
 - b. all employees in Comcare employed under the *Public Service Act 1999* (PS Act) other than:
 - i. Senior Executive Service employees or equivalent, and
 - c. subject to notice being given in accordance with section 183 of the *Fair Work Act 2009* (FW Act), and the following employee organisation/s which were a bargaining representative for this agreement:
 - i. Community and Public Sector Union.

OPERATION OF THE AGREEMENT

3. This agreement will commence operation 7-days after approval by the Fair Work Commission (FWC).
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 the CEO's powers or functions under this agreement, including the power of delegation, and may do so subject to conditions.

NATIONAL EMPLOYMENT STANDARD PRECEDENCE

6. The terms of this agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this agreement is detrimental to an employee of the Comcare 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, procedures, and guidelines, as implemented, and varied from time to time.
9. Policies, procedures, and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies, procedures, and guidelines and the terms of this agreement, the terms of this agreement will prevail.



INDIVIDUAL FLEXIBILITY ARRANGEMENTS

10. Comcare 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:
 - a. the agreement deals with one or more of the following matters:
 - ii. arrangements about when work is performed,
 - iii. overtime rates,
 - iv. penalty rates,
 - v. allowances,
 - vi. remuneration, and
 - vii. leave and leave loading, and
 - b. the arrangement meets the genuine needs of Comcare and employee in relation to one or more of the terms mentioned in clause 10(a), and
 - c. the arrangement is genuinely agreed to by Comcare and employee.
11. The agency must ensure that the terms of the individual flexibility arrangement:
 - a. are about permitted matters under section 172 of the FW Act,
 - b. are not unlawful terms under section 194 of the FW Act, and
 - c. result in the employee being better off overall than the employee would be if no arrangement was made.
12. Comcare must ensure that the individual flexibility arrangement:
 - a. is in writing,
 - b. includes the name of the CEO and employee,
 - c. is signed by the CEO and employee, and if the employee is under 18 years of age, signed by a parent or guardian of the employee, and
 - d. includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement,
 - ii. how the arrangement will vary the effect of the terms,
 - iii. how the employee will be better off overall in relation to the terms and conditions of their employment because of the arrangement, and
 - iv. states the day on which the arrangement commences.
13. Comcare must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
14. Comcare or the employee may terminate the individual flexibility arrangement:
 - a. by giving no more than 28 days written notice to the other party to the arrangement; or
 - b. if Comcare and the employee agree in writing – at any time.
15. Comcare and the employee are to review the individual flexibility arrangement at least every 12 months.



DEFINITIONS

16. The following definitions apply to this agreement:

Term	Meaning
APS agency	means an agency whose employees are employed under the PS Act, including an agency as defined in section 7 of the PS Act whose employees are employed under that Act.
APS consultative committee	means the committee established by the APS Commissioner to consider matters pertaining to the (APS) employment relationship and of interest to the APS as a whole
Agency Head	means the CEO of Comcare or the CEO's delegate.
Agreement	means the <i>Comcare Enterprise Agreement 2024-2027</i> .
APS	means the Australian Public Service.
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 <i>Public Service Classification Rules 2000</i> . A broadband encompasses the full range of work value of the classifications contained within it.
Casual employee (irregular or intermittent employee)	means an employee engaged under section 22(2)(c) of the PS Act who: <ol style="list-style-type: none"> is a casual employee as defined by the FW Act, and works on an irregular or intermittent basis.
Australian Defence Force Cadet	means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
CEO	means the Chief Executive Officer of Comcare, or the person authorised by the CEO as their delegate.
Classification or classification level	means the approved classifications as defined by the <i>Public Service Classification Rules 2000</i> .
Child	means a biological child, adopted child, foster child, stepchild, or ward.
De facto partner	means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee. This includes a former de facto partner.
Delegate	means someone to whom a power or function has been delegated.
Dependant	means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.
Different locality	means a reference to duties being performed in a different locality in relation to the redeployment provisions of this Agreement, where the duties performed by the employee have been moved from one capital city to another, or on a similar scale, such as from a country town to a capital city, and it would be necessary and reasonable for the employee to move house to maintain employment.



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Term	Meaning
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, 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.
Executive Level (EL) employee	Employees at the Executive Level 1, Senior Legal Adviser, Executive Level 2, and Principal Legal Adviser classifications
Family	means: <ol style="list-style-type: none">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, ora person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.
Family and domestic violence	has the same meaning as in section 106B (2) of the FW Act.
Full time employee	means an employee employed to work an average of 37 hours 30 minutes per week in accordance with the agreement.
FW Act	means the <i>Fair Work Act 2009</i> as amended from time to time.
Higher duties	means a temporary assignment of duties at a higher classification under section 25 of the <i>PS Act</i>
Partial Performance of higher duties	means a temporary assignment of duties where an employee performs some of the duties and responsibilities of a higher classification under section 25 of the <i>PS Act</i>
Household member	means a person who normally lives at the employee's residence, other than in a commercial arrangement
Immediate family	means—for the purpose of employee assistance program and reimbursement of fares —spouse, de facto spouse or partner of the employee, a child, or an adult child (including adopted child, a step or ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse or partner of the employee.
Invalidity	means termination of employment on the grounds of invalidity, under 29(3)(d) of the PS Act, of an employee who is a member of either the PSS or CSS superannuation schemes after obtaining of the certification required by section 13 of the <i>Superannuation Act 1990</i> , or section 54C of the <i>Superannuation Act 1976</i> .
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 <i>Maternity Leave (Commonwealth Employees) Act 1973</i> as amended from time-to-time and any successor legislation.



Term	Meaning
Non-ongoing employee	means an employee engaged for a specified term or for the duration of a specified task in accordance with section 22(2)(b) of the PS Act, consistent with the FW Act.
NES	means the National Employment Standards at Part 2-2 of the FW Act.
Ongoing employee	means an employee engaged under section 22(2)(a) of the PS Act.
Ordinary hours, duty, or work	means an employee’s usual hours worked in accordance with this agreement and does not include additional hours.
Parliamentary service	means employment under the Parliamentary Service Act 1999.
Partner	means a spouse (or former spouse) or de facto partner (or former de facto partner).
Part-time employee	means an employee employed to work hours are less than an average of 37 hours and 30 minutes per week in accordance with this agreement.
Performance and Development Framework	Comcare’s performance management system
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 <i>Public Service Act 1999</i> as amended from time to time.
PS Act 1922	means the <i>Public Service Act 1922</i> .
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.
Service anniversary date	The date that is 12 months from the employee’s commencement date, deferred by any periods of leave without pay not counting for service.

Usual location of work

17. An employee’s usual location of work is the physical location in the relevant state or territory, where an employee’s nominal (substantive) position is in accordance with their letter of offer upon engagement, promotion, or transfer.
18. The usual location will be the location that is advertised, or where multiple locations are advertised, the location agreed upon in their letter of offer on engagement, promotion, or transfer.
19. The CEO and an employee may agree to vary the employee’s usual location of work on a temporary or permanent basis.



SECTION 2: REMUNERATION

COMMONWEALTH PAY OFFER

20. The salary rates will be as set out in [Schedule 1: Comcare Salary Rates](#) to this agreement.
21. The base salary rates [Schedule 1: Comcare Salary Rates](#) include the following increases:
 - a. **4.0 per cent** from the first full pay period on or after 1 March 2024 (the 14 March 2024)
 - b. **3.8 per cent** from the first full pay period on or after 1 March 2025 (the 13 March 2025)
 - c. **3.4 per cent** from the first full pay period on or after 1 March 2026 (the 12 March 2026)
22. 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 [Schedule 1: Comcare Salary Rates](#) were calculated based on base salary rates as of 31 August 2023.

PAYMENT OF SALARY

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

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

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

SALARY SETTING

Engagement, transfer, or promotion

24. Where an employee is engaged, moves to, or is promoted in Comcare, 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.
25. The CEO may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
26. In determining a salary under these salary setting clauses, the CEO will have regard to relevant factors including the employee's experience, qualifications, and skills.

Ongoing engagement of a non-ongoing employee

27. Where an employee commences ongoing employment in the agency immediately following a period of non-ongoing employment in the agency, the CEO will determine the payment of the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the agency.
28. Where an employee commences ongoing employment in the agency immediately following a period of casual employment in the agency, the CEO will determine the payment of salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the agency.

Salary maintenance

29. Where an APS employee moves to the agency at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the CEO will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
30. Maintenance of salary does not include matters that may have been varied through an individual flexibility arrangement at another APS agency.

Incorrect salary rate

31. 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.

Salary on reduction

32. Where an employee agrees, in writing, to temporarily perform work at a lower classification level, the CEO may determine, in writing, that the employee shall be paid a rate of salary applicable to the lower classification for the period specified.
33. Where an employee agrees, in writing, to an ongoing reduction to a lower classification, salary will be determined by the CEO. The appropriate salary point will be determined based on all service at or above the lower classification level.

Salary advancement

34. Salary advancement is linked to Comcare's Performance Development Framework (PDF) outlined at clauses 384 to 387 of this Agreement.
35. An employee will advance by one salary point at their substantive classification level from 1 August each year, where the employee has:
 - a. not already reached the highest salary point for the classification level,
 - b. met expectations in accordance with the work level standards for the classification level,
 - c. completed all the employee requirements under the PDF,
 - d. eligible service with Comcare at their substantive classification or above for an aggregate of 6-months or more, within the PDF cycle in accordance with clause 384. The CEO may determine a shorter aggregate period on a case-by-case basis.
36. Where an employee has eligible service at a higher classification level for an aggregate of 6-months or more within the PDF cycle, and meets the other conditions set out in clause 35, they will advance by one salary point at the higher classification and will retain the higher salary point for future periods of higher duties, or promotion at that classification.
37. Eligible service for salary progression will include:
 - a. periods of paid leave and unpaid parental leave,
 - b. periods of unpaid leave that count for service, and
 - c. service while employed on a non-ongoing basis.

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38. 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.
39. Subject to the approval of the CEO, where an employee's work performance and conduct has been assessed at the highest rating of the PDF, the employee will advance by two pay points from 1 August in that year, subject to the employee satisfying the other eligibility criteria set out in clause 35.
40. Where an employee has not met expectations in relation to their work performance and/or conduct at the end of the PDF cycle they will participate in the performance improvement process outlined at clauses 390 to 393 of this agreement.
 - a. If the CEO determines that the employee has subsequently attained and sustained a satisfactory standard of performance and/or conduct, the employee will from that date, be eligible for salary advancement in accordance with clause 35.

Salary Packaging

41. An employee may choose to sacrifice part of their salary for non-monetary benefits.
42. Any fringe benefits tax and administrative costs incurred because of the use of a salary packaging arrangement will be met by the employee.
43. An employee who participates in a salary sacrifice arrangement will have their salary for all other purposes calculated as if the salary sacrifice arrangement was not in place.

SUPERANNUATION

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

Method for calculating Superannuation Salary

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

Payment during unpaid parental leave

50. 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

51. An overpayment occurs if the CEO (or Comcare) 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).
52. 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.
53. 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.
54. If after considering the employee's response (if any), the CEO confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.
55. The CEO and the employee will discuss a suitable recovery arrangement. A recovery arrangement will consider the nature and amount of the debt, the employee's circumstances, and any potential hardship to the employee. The arrangement will be documented in writing.
56. Comcare and employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment.
57. Interest will not be charged on overpayments.
58. Nothing in clauses 51 to 57 prevents:
 - a. Comcare from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*,
 - b. Comcare from pursuing recovery of the debt through other available legal avenues, or
 - c. the employee or Comcare from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

SUPPORTED WAGE SYSTEM

59. An employee may be paid a percentage of the relevant pay rate for their classification in line with their assessed capacity to do the work if they:
 - a. have a disability,
 - b. meet the criteria for a Disability Support Pension, and
 - c. are unable to perform duties to the capacity required.
60. Specific conditions relating to the supported wage system are detailed in [Schedule 2: Supported Wage System](#).



SECTION 3: ALLOWANCES

HIGHER DUTIES ARRANGEMENTS

Higher duties allowance

61. A higher duties allowance will be paid to any employee temporarily occupying a role acting at a classification level higher than their substantive classification level.
62. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by CEO.

Partial performance of higher duties

63. Where an employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.

Recognition of higher duties

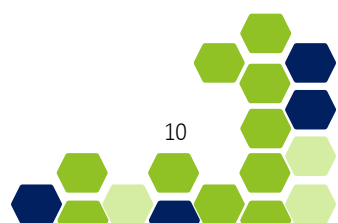
64. Where an employee is found to be eligible for salary progression at their acting classification level in accordance with clause 36, they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
65. An employee who is promoted to a higher classification level and whose service has been recognised at that higher classification level in accordance with clause 36, will retain the higher salary point on promotion.

Job-sharing arrangement

66. Higher duties allowance will be payable while an employee is acting at a higher classification as part of a job-sharing arrangement.

Payment on leave

67. Higher duties allowance will continue to be paid during periods of paid leave if the employee would have continued to perform the higher duties if not for the leave taken.



COMMUNITY LANGUAGE ALLOWANCE

68. 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.
69. 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

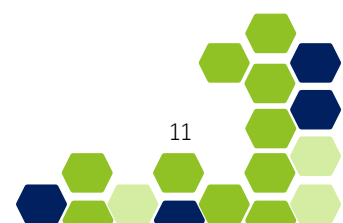
70. The allowance is calculated annually and paid fortnightly.
71. The full allowance is payable regardless of flexible work and part-time arrangements.
72. The allowance is payable during periods of paid leave.
73. The allowance counts as salary for superannuation purposes and for calculating retirement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

HEALTH AND WELLBEING REIMBURSEMENT

74. To support employees with healthy lifestyle choices, with effect from 1 July 2024, the CEO will reimburse eligible employees up to \$376 per financial year to participate in health and wellbeing activities subject to the provision of evidence of the expenditure.
75. Employees who have not claimed a health and wellbeing reimbursement under the *Comcare Enterprise Agreement 2016-2019* in the 2023-24 financial year may claim a reimbursement up to \$300 until 30 June 2024.
76. For the purposes of clause 74 and 75, an eligible employee is:
- an ongoing employee
 - a non-ongoing employee with at least three months continuous service with Comcare.

LOSS AND DAMAGE TO PERSONAL EFFECTS

77. The CEO may reimburse an employee for loss or damage to clothing or personal effects that are incurred in the course of their work.



MOTOR VEHICLE ALLOWANCE

78. Where the CEO authorises an employee to use a private car owned or hired by the employee at their own expense for official purposes, the employee will be entitled to receive a motor vehicle allowance guided by the relevant Taxation Determination, capped at the cost of the lowest practical fare of the day of travel.

WORKPLACE RESPONSIBILITY ALLOWANCES

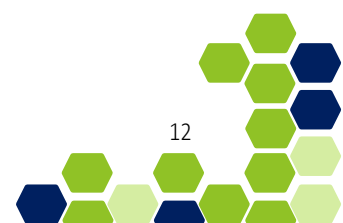
79. A workplace responsibility allowance will be paid where an employee who is appointed by Comcare or elected by eligible peers to one of the following roles:
- First Aid Officer,
 - Health and Safety Representative,
 - Emergency Warden,
 - Harassment Contact Officer, and
 - Mental Health First Aid Officer.
80. An employee is not to receive more than one workplace responsibility allowance unless approved by the CEO due to operational requirements.

81. 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

Note: As a salary-related allowance, the rate increases in line with headline wage increases. These increases are incorporated in the rates set out in the table above.

82. The full allowance is payable regardless of flexible work and part-time arrangements.
83. An employee's physical availability to undertake the role will be considered by Comcare when appointing and reappointing employees to these roles.
- Note:** 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 business group arrangements.
84. 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.



SECTION 4: CLASSIFICATIONS AND BROADBANDS

ENTRY LEVEL PROGRAMS

Graduates

On commencement

85. An employee engaged with the local title of Comcare Graduate will commence within the Comcare Graduate Broadband at the APS 4.1 level in accordance with [Schedule 1: Graduate Broadband](#).
86. An employee engaged with the local title of Comcare Graduate must successfully complete the graduate program, this may include a course of training determined by the CEO.

On successful completion

87. On successful completion of the Graduate Program, the Graduate will advance to the APS 4 .4 salary point.
88. The CEO may, where a suitable vacancy exists, progress a graduate to the APS5 classification at the APS5.1 salary point, having regard to operational requirements, and the experience, qualifications, and skills of the graduate.

Training Broadband

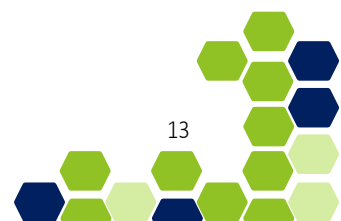
89. The [Schedule 1: Training Broadband](#) will be used for those employees required to undertake a mandatory training or development program. Salary progression is subject to the requirements and successful completion of the relevant program.
90. The CEO may assign other classifications to the Training Broadband relevant to the training and development program being undertaken by an employee, or to ensure consistency with whole of government approaches.

BROADBAND ARRANGEMENTS

91. The CEO may approve the creation, amendment, or cessation of a broadband consistent with the following principles:
 - a. the broadband operates consistent with the *Public Service Classification Rules 2000*,
 - b. the operation, amendment or cessation of a broadband will be subject to consultation with affected employees.
92. The Comcare broadband policy, as amended from time to time, sets out the details of how broadbands may operate.

WORK LEVEL STANDARDS

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



SECTION 5: WORKING HOURS AND ARRANGEMENTS

JOB SECURITY

Commitment to ongoing employment and rebuilding APS capacity

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

Reporting

95. Where a consultative committee is in place, Comcare will report to Comcare consultative committee on an annual basis, or more frequently if agreed, on the number, duration, classification, and location of ongoing, non-ongoing and casual employees engaged by Comcare.

Pathways to permanency

96. Comcare and the APS will comply with the casual conversion provision of the FW Act. In addition, Comcare 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

97. A casual (irregular or intermittent) employee is defined in the [definitions section](#).
98. A decision to expand the use of casual employees is subject to the [consultation clauses](#) under this agreement.
99. Comcare 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.
100. Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
101. 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* (LSL Act) and leave for family and domestic violence support.
102. A casual employee will be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
103. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount in accordance with clause 84 of this agreement.

NON-ONGOING EMPLOYMENT

104. A non-ongoing employee is defined in the [definitions section](#).
105. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
- personal/carers leave accrual at clause 235,
 - redundancy provisions at clause 504, subject to clause 106, and
 - other conditions specified by Comcare under this agreement.
106. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clause 504 will apply.
107. If the redundancy provisions apply to an employee under clause 504, the agency must adhere to the [consultation requirements](#) under this agreement.

WORKING HOURS

Bandwidth

108. The bandwidth for ordinary working hours applicable to employees accessing flex time arrangements is 7.00 am to 7.00 pm, Monday to Friday.

Business hours

109. Comcare's business hours are between 8.30 am and 5.00 pm, Monday to Friday.

Standard hours

110. Standard hours for a full-time employee are 8:30am to 12:30pm then 1:30pm to 5:00pm.
111. Part-time employees' standard hours are those defined in their agreed part-time work arrangement or contract of employment.

Full-time employees

112. A full-time employee is defined in the [definitions section](#).

Arrangements for Part-time employees

113. A part-time employee is defined in the [definitions section](#)
114. Part time employees can agree to work outside of their agreed ordinary hours and pattern of work.
- APS 1 to 6 employees will be entitled to flex time provisions in accordance with the provisions under [Flex for APS1-6 Employees](#).
 - Executive level employees will be entitled to paid time off in lieu provisions in accordance with [Executive Level TOIL](#).
115. Part-time employees will receive a salary calculated on a pro rata basis of base salary according to the proportion of standard weekly hours worked.
116. Leave, allowances (except expense related allowances) and other entitlements under this Agreement will apply to a part-time employee on a pro rata basis.

Recording attendance

117. APS employees must record their attendance using the preferred method approved by Comcare.
118. At the time of making this agreement the preferred method for recording attendance is via the timesheet in the Employee Self Service (ESS) system.
119. To access flex time arrangements, employees must submit their completed timesheet, including leave requests for any absences to their manager for approval at the end of each '[settlement period](#).'
120. Employees who do not submit their timesheets for approval at the end of each '[settlement period](#)' may have their access to flex time arrangements suspended until such time as their attendance records are up to date.
121. For all other employees, the method of recording attendance is to be agreed between the employee and their manager or, in the absence of agreement, as decided by their manager.

Settlement period

122. The settlement period for a full-time employee is 150 hours over a 4-week period, aligned with the Comcare pay cycle.
123. The settlement period for a part-time employee is the total agreed ordinary working hours over a 4-week period, aligned with the Comcare pay cycle.

Unauthorised Absence

124. Where an employee is absent from duty without approval, all pay, and other benefits provided under this Agreement will cease to be available until the employee resumes duty or is granted leave. When the employee returns to duty, they will revert to [standard hours](#) until their manager approves otherwise.
125. The CEO may determine an unauthorised period of absence that is greater than 7 business days is non-performance, or unsatisfactory performance of duties in accordance with section 29(3)(c) of the PS Act.

FLEX FOR APS 1-6 CLASSIFICATIONS

126. APS 1-6 employees are eligible to use the flex time system.
127. The CEO may remove any employee from the flex time system and require the employee to work standard hours where the employee has not complied with their obligations under the flex time arrangements and the [recording attendance](#) provisions.

Flex time System

128. The flex time system includes the following features:
- a. Ordinary working hours will be performed within the bandwidth set out at clause 108.
 - b. Standard working hours for full and part-time employee, as set out in clauses 110 and 111:
 - i. flex time will be accrued (flex credit) for additional ordinary hours worked within the bandwidth, and
 - ii. a reduction (flex debit) will apply where an employee works less than their ordinary hours on any one day or takes approved flex leave.
 - c. employees will:
 - i. make themselves available for a reasonable direction to work outside their agreed pattern of work,
 - ii. not be required to work more than 5-consecutive hours without a break of at least 30 minutes, and
 - iii. not be required to work more than 10-ordinary hours on any one day.

Maximum allowable flex credit

129. The maximum allowable flex credit carryover at the end of a '[settlement period](#)' is:
- a. 37.5 hours for a full-time employee, and
 - b. pro-rata for part-time employees in accordance with clause 111.

Maximum allowable flex debit

130. The maximum allowable flex debit at the end of the [settlement period](#) is:
- a. 10 hours for a full-time employee, and
 - b. pro-rata for part-time employees in accordance with clause 111.

Excess flex credit

131. An employee may only carry over a flex credit more than the maximum allowable under clause 129 where their manager has expressly agreed to the additional hours worked. Excess flex credit should only occur in exceptional, non-enduring circumstances.
132. Where an employee has excess flex credit the employee and their manager must identify and discuss appropriate action to reduce the excess flex credit within the next settlement period. In these circumstances employees are entitled to have no reasonable request for flex leave refused and managers are entitled to direct that flex leave be taken.
133. If the manager cannot envisage an opportunity for the employee to use the excess credits in the next settlement period, flex credits exceeding the maximum allowable under clause 129 may be cashed out at ordinary time rates.

Excess flex debit

134. Hours more than the maximum allowable flex debit under clause 130 will be deducted from an employee's pay except where the manager, because of the employee providing evidence of exceptional circumstances, agrees to allow the employee a further settlement period to reduce the debit to less than maximum allowable debit under clause 130.



EXECUTIVE LEVEL TOIL

135. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
136. EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by Comcare.
137. 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.
138. 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.
139. 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.
140. 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.
141. 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

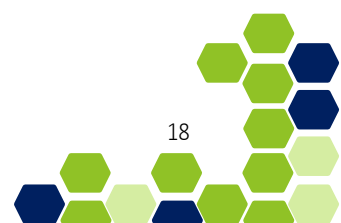
142. The APS1-6 Flex and EL TOIL provisions under this Agreement will normally be used to meet operational requirements within the bandwidth.
143. To receive payment for overtime, attendance times must be recorded using the preferred method approved by Comcare. At the time of making this agreement the preferred method for recording overtime attendance is via the Employee Self Service (ESS) system.

APS employees

144. APS employees may be directed to work reasonable additional hours but have the right to refuse unreasonable additional hours in accordance with section 62(3) of the FW Act.
145. The CEO may direct:
 - a. a full-time employee to perform overtime outside the business hours specified at clause 109.
 - b. a part-time employee to perform overtime more than the employees agreed or specified hours.

Executive level employees

146. An Executive Level employee is not eligible for overtime unless it is approved by the CEO. Where overtime is approved, payment will be in accordance with clause 147 of this Agreement.



Overtime rates

147. Overtime will be paid at the following rates:
- a. Monday to Saturday
 - i. time and one half for the first 3-hours
 - ii. double time after the first 3-hours.
 - b. Sunday
 - i. double time.
 - c. Public holidays
 - ii. double time and one half which includes any payment for the employee's ordinary hours on the public holiday.

Time off in lieu of overtime payment

148. At an employee's request, and with the agreement of their manager, overtime entitlements can be taken as time off in lieu of an overtime payment.
149. Time off in lieu will be calculated based on the overtime rates at clause 147 and will be recorded in accordance with the provisions under [recording attendance](#).

Emergency Overtime

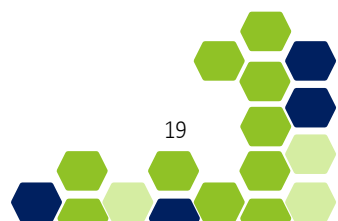
150. Where an employee is called into the workplace or another location to meet an emergency outside the bandwidth set out at clause 108, overtime will be paid at:
- a. double time, or
 - b. double time and one half on a public holiday, and
 - c. will include time spent travelling to and from the work site.

Minimum Payments for Overtime requiring a Return to Duty

151. Where an employee is required to perform overtime which is not continuous with their ordinary hours of duty, the minimum overtime payment for each attendance for overtime duty will be 4-hours.
152. This provision does not apply to overtime that paid is in association with restriction allowance.

Child and Family Care Costs

153. Where an employee is directed to work overtime with less than 24 hours' notice, Comcare will reimburse reasonable expenses arising from additional child or other domestic care arrangements required because of the overtime performed.



Rest Relief

APS Employees

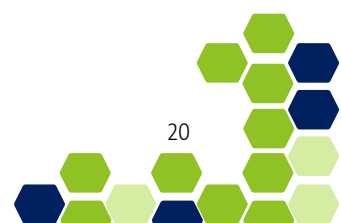
154. Where an employee works overtime outside the bandwidth in accordance with clause 108, they will be entitled to an 8-hour break plus reasonable travelling time before recommencing work without incurring any loss of pay.
155. Where this break is not possible due to operational requirements, the employee will be paid overtime at the rate of double time for all work performed until the employee is provided a minimum 8-hour break from work.

EL Employees

156. An EL employee who is required to work outside the [bandwidth](#), will be entitled to an 8-hour break plus reasonable travelling time before recommencing work without incurring any loss of pay.
157. Where a break is not possible due to operational requirements appropriate recompense will be negotiated between the manager and the employee. This may or may not be monetary and may include compensatory time off for the employee.

RESTRICTION

158. Where the CEO directs an employee to be contactable and available to work for a specified period outside [Comcare's business hours](#) (clause 109), the employee will be paid a Restriction Allowance at the rates set out in clause 160.
159. Where the CEO directs an Executive Level employee to be contactable and available to work for a specified period outside [Comcare's business hours](#) (clause 109), the Executive Level employee will be paid a restriction allowance at the rates set out in clause 160 calculated at the maximum pay point of the APS6 level.
160. Payment will be based on a rate of:
 - a. 7.5 per cent of the employee's hourly rate of salary for each hour restricted Monday to Friday.
 - b. 10 per cent of the employee's hourly rate of salary for each hour restricted on weekends.
 - c. 15 per cent of the employee's hourly rate of salary for each hour restricted on public holidays.
161. An employee will not be paid restriction allowance for the relevant period where an overtime payment is being received.
162. Notwithstanding anything else in this Agreement, the minimum overtime payment for an employee who would otherwise be paid a restriction allowance but for the overtime is:
 - a. one hour at the overtime rates set out in clause 147 where the employee is not required to attend the workplace, or
 - b. three hours at the overtime rates set out in clause 147 where the employee is required to attend the workplace or another location.
163. Further information can be found in *Comcare's Restriction Procedures*.

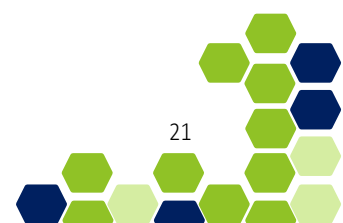


FLEXIBLE WORKING ARRANGEMENTS

164. Comcare, employees and their union recognise:
- a. the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance,
 - b. access to flexible work can support strategies to improve diversity in employment and leadership in the APS,
 - c. access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations,
 - d. that flexibility applies to all roles in Comcare, and different types of flexible working arrangements may be suitable for different types of roles or circumstances, and
 - e. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
165. Comcare is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across Comcare at all levels. This may include developing and implementing strategies through a Comcare consultative committee.
166. 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

167. The following provisions do not diminish an employee's entitlement under the NES.
168. An employee may make a request for a formal flexible working arrangement.
169. The request must:
- a. be in writing,
 - b. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for), and
 - c. set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
170. The CEO must provide a written response to a request within 21 days of receiving the request.
171. The response must:
- a. state that the CEO approves the request and provide the relevant detail in clause 172, or
 - b. if following discussion between Comcare and the employee, the agency and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change, or
 - c. state that the CEO refuses the request and include the following matters:
 - i. details of the reasons for the refusal, and
 - ii. set out the agency's particular business grounds for refusing the request, explain how those grounds apply to the request, and



- iii. either:
 - A. set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make, or
 - B. state that there are no such changes, and
 - iv. state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in section 65B and 65C of the FW Act.
172. Where the CEO approves the request, this will form an arrangement between the agency and the employee. Each arrangement must be in writing and set out:
- a. any security and work health and safety requirements,
 - b. a review date (subject to clause 176), and
 - c. the cost of establishment (if any).
173. The CEO may refuse to approve the request only if:
- a. Comcare has discussed the request with the employee, and
 - b. Comcare has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal), and
 - c. Comcare and the employee have not reached such an agreement, and
 - d. Comcare has had regard to the consequences of the refusal for the employee, and
 - e. the refusal is on reasonable business grounds.
174. Reasonable business grounds include, but are not limited to:
- a. the new working arrangements requested would be too costly for Comcare,
 - b. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested,
 - c. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested,
 - d. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity,
 - e. the new working arrangements requested would be likely to have a significant negative impact on customer service, and
 - f. it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
175. For First Nations employees, Comcare must consider connection to country and cultural obligation in responding to requests for altering the location of work.
176. Approved flexible working arrangements will be reviewed by Comcare and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

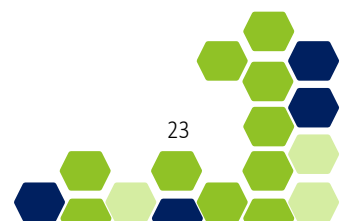


Varying, pausing, or terminating flexible working arrangements

177. An employee may request to vary an approved flexible working arrangement in accordance with clause 169. An employee may request to pause or terminate an approved flexible working arrangement.
178. The CEO may vary, pause, or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 180.
179. The agency must provide reasonable notice if varying, pausing, or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
180. Prior to the CEO varying, pausing, or terminating the arrangement under clause 178, Comcare must have:
 - a. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee,
 - b. genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration),
 - c. had regard to the consequences of the variation, pause or termination for the employee,
 - d. ensured the variation, pause or termination is on reasonable business grounds, and
 - e. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 171 (c).

Working from home

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



Ad-hoc arrangements

186. 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.
187. Employees should, where practicable, make the request in writing and provide as much notice as possible.
188. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 167 to 176.
189. Comcare 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.
190. Where a regular pattern of requests for ad-hoc arrangement from an employee emerges, Comcare should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

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

Job sharing

192. A manager may approve job sharing arrangements between two or more employees subject to operational requirements and the basis of the employees' applications.
193. The details of any job-sharing arrangement will be agreed in writing between the manager and the employees involved.

EMPLOYEES WITH CARING RESPONSIBILITIES

194. Where an employee returns to work after a period of [parental leave](#), the employee will be assigned to the duties previously performed, or to alternative duties where appropriate to the employee's skills and classification.
195. In accordance with the FW Act, an employee returning to work from parental leave types, may request flexible working arrangements for the care of a child who is of school age or younger.
196. Where an employee returning from parental leave types, and who is the primary caregiver of the child, requests to work part time hours, the request will not be refused up until the child has reached school age. This provision is subject to a minimum of 15 hours work per week following a transitional period of up to one month to be negotiated between the employee and their manager.
197. Where the returning employee seeks part time employment, the employee's previous duties must be considered for conversion initially.

PART-TIME WORK (NO UNILATERAL CONVERSION)

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

CHRISTMAS CLOSEDOWN

200. All Comcare offices will close for normal business purposes from close of business on the last working day before Christmas, with business resuming on the first working day after 1 January.
201. Employees will not be required to take leave for this period and will be paid in accordance with their ordinary hours of work.
202. Where an employee is absent on leave on both sides of the closedown, payment for the closedown period will be in accordance with the entitlement for that form of leave (e.g., leave taken at half pay—payment for the period will be at half pay, unpaid leave—payment for the period will be unpaid).
203. On call and other arrangements to cover urgent business will be maintained over the closedown period.
204. The former public service holiday (which was observed on the next ordinary working day after the Boxing Day holiday), will continue to be treated as a public holiday for the purpose of calculating working hours, overtime, and restriction allowance.

PUBLIC HOLIDAYS

205. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
 - a. 1 January (New Year's Day),
 - b. 26 January (Australia Day),
 - c. Good Friday and the following Monday,
 - d. 25 April (Anzac Day),
 - e. the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory),
 - f. 25 December (Christmas Day),
 - g. 26 December (Boxing Day), and
 - h. any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.
206. 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.
207. 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.
208. 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.
209. 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.

OFFICIAL

210. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carers 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.)
211. 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 205.
212. An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
213. 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, Comcare 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 the planned day off.



SECTION 6: LEAVE

ANNUAL LEAVE

214. Employees (other than casual employees) are entitled to 4 weeks (20 days) paid annual leave per year of service, accrued, and credited daily. Annual leave for part-time employees accrues on a pro-rata basis.
215. Pro-rata adjustments to annual leave credits will be made for periods of leave without pay which do not count as service.
216. The taking of annual leave is subject to approval of the CEO, and the employee having available credits. Approval of the leave will not be unreasonably withheld.
217. An employee who receives compensation under the *Safety, Rehabilitation and Compensation Act 1988* (SRC Act) for more than 45 weeks accrues annual leave credits on a pro-rata basis based on the hours worked.

Half Pay Annual Leave

218. The CEO may approve annual leave to be taken at half pay. However, unless approved by the CEO, it may not be taken at half pay where the employee has an excessive leave balance.

Excess Annual Leave

219. Where an employee has more than 8 weeks (or the pro-rata equivalent for a part-time employee) of annual leave credits, the CEO may require the employee to take a period of annual leave of up to one quarter of the leave credits held at that time.
220. Where the employee and the CEO are unable to agree on the timing of the leave to be taken, the CEO may specify when the leave is to be taken as long as the employee is provided with at least 4-weeks' notice.

Annual Leave Cash Out

221. An employee may cash out an amount of annual leave if they have taken at least 15 days annual leave in the previous 12 months and the cashing out would not result in the employee's remaining accrued entitlement to annual leave being less than 4-weeks. Each election to cash out leave must be made in a written agreement between the employer and employee.
222. Where an employee cashes out accrued annual leave, they must be paid the full amount that would have been payable to the employee had the employee taken the leave.

Cancellation of Annual Leave

223. The CEO may cancel a period of annual leave before or after it has commenced but will not unreasonably do so.
224. 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.

Payment on Cessation of Employment

225. An employee will be paid the value of any unused annual leave held by the employee at cessation of employment except where the leave is transferred to another APS, Parliamentary or ACT Government agency.

PURCHASED LEAVE

- 226. The CEO may approve a request for an employee to purchase up to 4-weeks additional leave per year.
- 227. Employees who elect to purchase leave will have an amount deducted from their annual salary, equal to the value of the leave which will be reflected in their fortnightly salary.
- 228. Purchased leave counts as service for all purposes. The employee's salary for superannuation purposes continues to be their full-time salary.
- 229. A request to purchase leave will not be approved if an employee has more than 40-days accumulated annual leave.
- 230. Purchased leave must be used during a 12-month period starting from the commencement of approval to purchase additional leave.

PERSONAL/CARERS LEAVE

- 231. Employees (other than casual employees) are entitled to 4-weeks (20-days) paid personal/carers leave (PCL) per year of service, accrued, and credited daily. Leave for part-time employees accrues on a pro-rata basis.
- 232. The CEO may approve PCL at half pay having considered the employee's individual circumstances.
- 233. PCL counts as service for all purposes and is cumulative but will not be paid out on separation.

Accrual

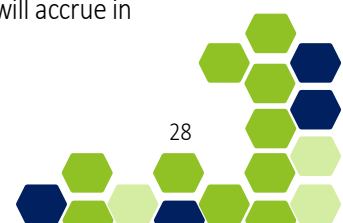
- 234. For an **ongoing employee**, 20-days PCL will be credited upon the employee's commencement with the APS (on engagement). After 12-months, the employee's leave will accrue and be credited daily.
- 235. For a **non-ongoing employee**, the PCL will be credited upon the employee's commencement with the agency. This will be 20 days leave pro-rated based on the employee's initial contract period and is capped at 20 days. After the initial contract period or 12-months, whichever is shorter, or where the employee has an existing entitlement to PCL, leave will accrue and be credited daily.
- 236. 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 Carers leave per occasion, consistent with the NES.
- 237. An **employee who receives compensation** under the *Safety Rehabilitation and Compensation Act 1988* for more than 45-weeks accrues PCL credits on a pro-rata basis based on the hours worked. Leave will accrue and be credited daily.

Deferral of accrual

- 238. Where an employee has been absent, on leave without pay which does not count as service, for more than 30 calendar days, the employee's accrual will be deferred by one day for each day of absence inclusive of the initial 30 days.

Transitional arrangements

- 239. For an employee who commences with Comcare after this agreement comes into effect, leave will accrue in accordance with the relevant provisions set out at clause 231 and clauses 234 to 237.



240. The transition for existing Comcare employees from annual credit on service anniversary date to daily accrual and credit will occur on their next service anniversary date.
241. Where an employee:
- a. has, or cares for someone with, a chronic condition or other ongoing illness, or
 - b. is recovering from surgery, or
 - c. is pregnant, or
 - d. is returning from parental leave or has a child commencing day care,

and, because of the transition to daily accrual of PCL, does not have sufficient credit to cover an absence for which they would otherwise be able to take PCL, the CEO will advance the employee's accrual up to the 12-month anniversary when their leave would otherwise have been credited. Transition to daily accrual and credit will subsequently occur from the next service anniversary date to provide sufficient notice to the employee.

Usage

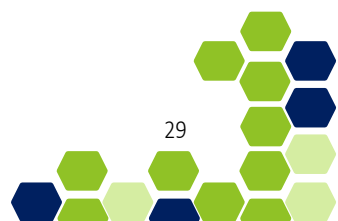
242. Employee may access PCL for the following purposes:
- a. due to personal illness or injury
 - b. to attend appointments with a registered health practitioner,
 - c. to manage a chronic illness, and/or
 - d. to provide care or support for a family member (including a household member), or person they have a caring responsibility for, because of:
 - i. a personal illness, or injury affecting the other person, or
 - ii. an emergency affecting the other person.

Caring responsibilities

243. A person that an employee has caring responsibilities for may include a person who needs care because they:
- a. have a medical condition,
 - b. have a mental illness,
 - c. have a disability,
 - d. are frail or aged, and/or
 - e. are a child, not limited to a child of the employee.

Evidence requirements

244. The taking of all PCL is subject to approval of the CEO. An employee must advise their manager as soon as reasonably practicable of their absence or their intention to be absent.
245. Evidence may be requested after:
- a. more than 3 consecutive days, and
 - b. more than 8 days without evidence in a calendar year.
246. Acceptable evidence includes:



- a. A certificate from a registered health practitioner,
 - b. A statutory declaration, or
 - c. Another form of evidence approved by the Agency Head.
247. A certificate from a registered health practitioner may be used as evidence of a chronic illness for up to 12 months for both Personal leave and Carer's leave.

PCL without Pay

248. The CEO may grant PCL without pay where the employee does not have any paid PCL leave credits available.

Maximum continuous PCL

249. There is no limit to the maximum continuous amount of PCL which may be granted subject to available credits, acceptable evidence and, if required, the opinion of a medical practitioner nominated by Comcare.
250. A period of leave PCL without pay granted in accordance with clause 248 that is more than 30-calendar days, does not count as service for any purpose, except long service leave, inclusive of the initial 30-days.

PORTABILITY OF LEAVE

251. Where an employee moves into Comcare from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and PCL will be transferred, provided there is no break in continuity of service.
252. Where an employee is engaged in Comcare immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and PCL will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
253. Where an employee is engaged as an ongoing employee in Comcare, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and PCL leave will be recognised.
254. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and PCL will be recognised.
255. Where an employee is engaged as an ongoing employee in Comcare, 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 252), the CEO will recognise any unused accrued personal/carers leave at the employee's request. The CEO will advise the employee of their ability to make this request.
256. Where an employee is engaged as an ongoing employee in Comcare, and immediately prior to the engagement the person was employed by a State or Territory Government, the CEO may recognise any unused accrued PCL, provided there is not a break in continuity of service.
257. For the purposes of clauses 251 to 256, an employee with a break in service of less than 2-months is considered to have continuity of service.

SERVICE PROVISIONS FOR LEAVE

258. All paid leave will count for service for all purposes unless otherwise defined under this agreement.
259. Leave without pay will not count for service for any purpose unless required by legislation, or if otherwise defined under this agreement.

RE-CREDITING OF LEAVE

260. When an employee is on:
- annual leave,
 - purchased leave,
 - Defence reservist leave,
 - First Nations ceremonial leave,
 - NAIDOC leave,
 - cultural leave, or
 - long service leave, and
- becomes eligible for, under legislation or this agreement for:
- PCL,
 - compassionate or bereavement leave,
 - jury duty,
 - emergency services leave,
 - leave to attend to family and domestic violence circumstances, or
 - parental leave, premature birth leave, stillbirth leave, or pregnancy loss leave,

the affected period of leave will be re-credited.

Note: Long Service Leave accrues differently to other types of leave. The period of approved LSL will need to be revoked and a new leave application(s) approved in accordance with the terms for the relevant leave types under this agreement.

261. When an employee is on PCL and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.
262. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

LONG SERVICE LEAVE

263. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* (LSL Act).
264. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay).
265. 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 at clause 260 of this agreement.

MISCELLANEOUS LEAVE

266. The CEO may grant miscellaneous leave:
- for the period requested or for another period,
 - with or without pay,
 - to count as service or not count as service (if leave is without pay), and/or
 - subject to conditions.
267. The CEO will provide paid miscellaneous leave to employees, including casual employees for the purpose of Family and Domestic Violence leave in accordance with the provisions under the FW Act, and other matters as directed by Government Policy.

CULTURAL, CEREMONIAL AND NAIDOC LEAVE

NAIDOC leave

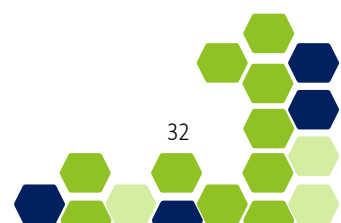
268. First Nations employees may access up to one day of paid leave per calendar year, to participate in NAIDOC week activities.
269. NAIDOC leave can be taken in part days.

First Nations ceremonial leave

270. First Nations employees may access up to 4-days of paid leave per calendar year to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
271. The CEO may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
272. First Nations ceremonial Leave can be taken as part days.
273. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

274. 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.
275. The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
276. Cultural leave can be taken as part days.
277. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 270.



PARENTAL LEAVE

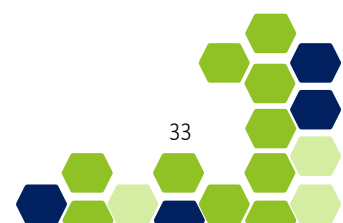
- 278. A primary caregiver, secondary caregiver and ML Act is defined in the [definitions section](#).
- 279. An employee who is a **primary caregiver** or **secondary caregiver** is entitled to parental leave up until 24 months from the date of the child’s birth or placement (**parental leave period**). For the avoidance of doubt, this is inclusive of all legislated leave entitlements.
- 280. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months.
- 281. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the specified parental leave period and cannot switch roles for the purpose of accessing additional paid leave.
- 282. 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.
- 283. 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

- 284. An employee is entitled to parental leave with pay as per clauses 286 and 287 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.
- 285. Employees newly engaged or who have moved to Comcare from another APS agency are eligible for the paid parental leave in clauses 286 and 287 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 286 and 287, the balance is available to the employee.
- 286. 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 [Primary caregivers – circumstances for paid parental leave]**.

Table 2: Primary caregivers - circumstances for paid parental leave

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



287. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in **Table 3 [Secondary caregivers – circumstances for paid parental leave]**.

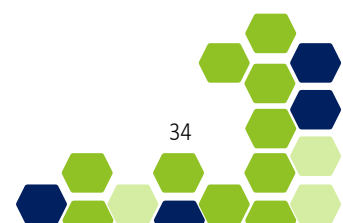
Table 3: Secondary caregivers - circumstances for paid parental leave

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

288. **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.
289. **Rate of payment** during paid parental leave is the same as for an absence on personal/carers leave and based on the employee’s weekly hours at the time of the absence.
290. **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

291. 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:
- a. is under 16 as at the day (or expected day) of placement,
 - b. has not lived continuously with the employee for a period of 6-months or more as at the day (or expected day) of placement, and
 - c. is not (otherwise than because of the adoption) a child of the employee or the employee’s spouse or de facto partner.
292. 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

293. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is 2-weeks.
294. A stillborn child is a child:
- a. who weighs at least 400 grams at delivery or whose period of gestation was 20 weeks or more, and
 - b. who has not breathed since delivery, and
 - c. whose heart has not beaten since delivery.

Pregnancy loss leave

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

Premature birth leave

297. 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

298. 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 297 until after the legislated paid maternity leave is used.

COMPASSIONATE LEAVE

299. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- a. 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
 - b. the employee or their partner has a miscarriage.
300. An employee may be asked to provide evidence to support their absences on compassionate leave.
301. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totaling 3 days, this can include part days.
302. For casual employees, compassionate leave is unpaid.

BEREAVEMENT LEAVE

303. Employees will be eligible for 3 days paid bereavement leave on each occasion when:
- a. a member of their family (including a member of their household), or someone they had a close personal relationship with dies, or
 - b. a child is stillborn, where the child was a member of their family (including a member of their household).
304. An employee may be asked to provide evidence to support their absences on bereavement leave.
305. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totaling 3 days, this can include part days.
306. For casual employees, bereavement leave is unpaid.

SABBATICAL LEAVE

307. The CEO may allow an ongoing employee to work for 4-years with a proportion of their salary withheld over that time to fund a subsequent period of leave of either 6 or 12-months.
- a. An employee may elect to have 10% of their salary withheld over 4-years, to access sabbatical leave for 6-months in the fifth year, or
 - b. An employee may elect to have 20% of their salary withheld over 4-years, to access sabbatical leave for 12-months in the fifth year.
308. The withheld salary will be paid to the employee over the period of sabbatical leave in the fifth year in equal fortnightly instalments.
309. Any withheld salary amounts that are not accessed by the employee during their employment with Comcare will be paid to the employee:
- a. on cessation of employment with Comcare, or
 - b. if they elect in writing to withdraw from the scheme.
310. Payment will be subject to the relevant taxation requirements.
311. Sabbatical leave taken in the fifth year will count for service for all purposes.
312. Further information can be found in *Comcare's Sabbatical Leave Procedures*.

EMERGENCY RESPONSE LEAVE

313. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity can get emergency response leave to volunteer for emergency management duties for:
- the time engaged in the activity,
 - reasonable travelling time, and
 - reasonable recovery time.
314. 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.
- For the purposes of clause 314, full rate of pay is to be as if the employee was at work.
315. Paid leave may be refused where the employee's role is essential to Comcare's response to the emergency.
316. 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.
317. The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training.
318. Emergency response leave, with or without pay, will count as service.

JURY DUTY

319. 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.
- For the purposes of clause 319, full rate of pay is to be as if the employee was at work.
320. 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.
321. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
322. 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 Comcare for the period of absence. This will be administered in accordance with the [overpayment clauses](#).

VOLUNTEER LEAVE

323. An employee may access paid miscellaneous leave for up to 2-days per calendar year to undertake volunteer work with a registered community organisation or school.

DEFENCE RESERVIST LEAVE

324. The CEO will give an employee leave with or without pay to undertake:
- Australian Defence Force (ADF) Reserve and Continuous Full-time Service (CFTS), and
 - Australian Defence Force Cadet obligations.
325. An employee who is a Defence Reservist can take leave with pay for:
- Up to 4-weeks (20 days) in each financial year (pro-rata for part-time employees), and
 - an extra 2-weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
326. Leave can be built up and taken over 2-consecutive years. This includes the extra 2-weeks in the first year of service.
327. 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 Cadet means:
- the Australian Navy Cadets,
 - Australian Army Cadets, and
 - Australian Air Force Cadets.
328. In addition to the entitlement at clause 325, 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.
329. Paid Defence reservist leave counts for service.
330. Unpaid Defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
331. Unpaid leave taken over 6 months counts as service, except for annual leave.
332. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.
333. Irrespective of the preceding provisions, employees who are members of the Defence Reserve may also apply for annual leave, long service leave or flex leave for Defence Reserve purposes.

DEFENCE SERVICE SICK LEAVE

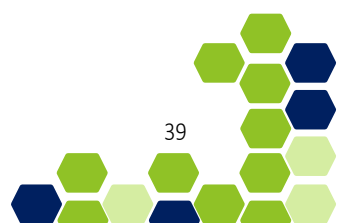
334. An employee is eligible for Defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is because of either:
- war-like service, or
 - non-war like service.
335. An eligible employee can get two types of credits:
- an initial credit of 9-weeks (45 days) Defence service sick leave will apply as of the later below option:
 - they start employment with the APS, or
 - DVA certifies the condition.
 - an annual credit of 3-weeks (15-days) Defence service sick leave.

OFFICIAL

- 336. 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.
- 337. Unused annual credits can be built up to 9-weeks.
- 338. An employee cannot use annual credits until the initial credit is exhausted.
- 339. Defence service sick leave is paid and counts as service for all purposes.

LEAVE TO ATTEND PROCEEDINGS

- 340. 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.
- 341. An employee who is not covered under clause 340, 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 Comcare.
- 342. 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.
- 343. The CEO may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.



SECTION 7: EMPLOYEE SUPPORT AND WORKPLACE CULTURE

BLOOD DONATION

344. 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.
345. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma, or platelets.

VACCINATIONS

346. Comcare will offer annual influenza vaccinations to all employees at no cost.
347. Where Comcare 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

348. Employees and their immediate family—as defined under the [definitions](#), 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 Comcare and will be accessible on paid time.

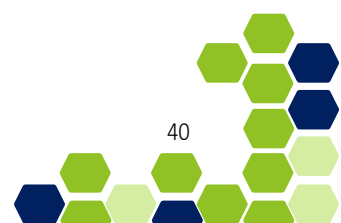
RESPECT AT WORK

Principles

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

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



FAMILY AND DOMESTIC VIOLENCE SUPPORT

352. Comcare will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
353. Comcare recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
354. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.
355. An employee experiencing family and domestic violence can access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- a. illness or injury affecting the employee resulting from family and domestic violence,
 - b. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured because of family and domestic violence,
 - c. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency because of family and domestic violence,
 - d. making arrangements for the employee's safety, or the safety of a close relative,
 - e. accessing alternative accommodation,
 - f. accessing police services,
 - g. attending court hearings,
 - h. attending counselling, and
 - i. attending appointments with medical, financial, or legal professionals.
356. 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.
357. Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval later, but as soon as practicable.
358. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
359. Paid miscellaneous leave (refer clause 267) available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.
360. Paid miscellaneous leave (refer clause 267) 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.
361. Evidence may be requested to support Comcare 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 Comcare will require, unless the employee chooses to provide another form of evidence.
362. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, Doctor, District Nurse, a Family Violence Support Service or Lawyer.

363. Comcare will take all reasonable measures to treat information relating to family and domestic violence confidentially. Comcare will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps Comcare may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
364. Where Comcare needs to disclose confidential information for purposes identified in clause 363, where it is possible Comcare will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
365. Comcare 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.
366. 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.
367. Comcare will acknowledge and consider an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
368. 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

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

FIRST NATIONS CULTURAL COMPETENCY TRAINING

372. 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.
373. 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

374. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
375. Comcare will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 377.
376. In considering whether a space is appropriate, Comcare should consider whether:
 - a. there is access to refrigeration,
 - b. the space is lockable, and
 - c. there are facilities needed for expressing such as appropriate seating.
377. 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.
378. Comcare will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
379. 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.
380. Further information is available in the Employee Support and Workplace Culture policy.

DISASTER SUPPORT

381. 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.
382. Where flexible working arrangements are not appropriate, the CEO may grant paid miscellaneous leave to an employee regarding the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.
383. In considering what period of leave is appropriate, the CEO will consider 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

384. The Comcare Performance Development Framework (PDF) applies to all Comcare employees covered by this agreement. The PDF cycle will run from 1 July to 30 June annually.
385. All employees are required to have a current Performance Development Plan (PDP) in place and will participate in:
- a. ongoing performance conversations throughout the performance cycle,
 - b. mid-year performance discussions—no performance ratings will be recorded as part of mid-year performance discussions however, where required these discussions will identify and record any areas where [improvement of performance](#) is required.
 - c. end-year performance discussions, and will receive a rating reflective of:
 - i. their work performance and contribution to the achievement of organisational goals, and where relevant,
 - ii. improvements in performance since the mid-year performance discussion.
386. Employees may, in accordance with clause 468 of this Agreement, nominate a person to support them during their PDP discussions, including where [improvement of performance](#) or [underperformance](#) has been identified.
387. Further information can be found in Comcare's *Performance Development Framework*.

Improvement of Performance

388. When a manager identifies that an employee is not meeting the required work level standards (WLS) for their classification level or their conduct is not consistent with the APS Code of Conduct, Values and/or Principles, the manager will proactively provide the employee with clearly defined performance measures for improvement, including:
- a. details of the required standards,
 - b. how the employee is not meeting the required standards,
 - c. the supports that will be provided to assist the employee to attain the required work level standards, and
 - d. how improvement of performance will be assessed.
389. The manager and the employee will work cooperatively to assist the employee to attain and sustain the required standards. Assistance to help with the improvement of performance may include the provision of:
- a. coaching/mentoring/one-on-one training,
 - b. counselling/mediation, and/or
 - c. learning and development assistance.

Managing Underperformance

390. If after a reasonable period of support through the improvement of performance the employee's performance continues to not meet the required standards, a formal underperformance process will commence.
391. The employee will be notified in writing prior to a formal underperformance process commencing.
392. Underperformance will be managed in accordance with the following principles:
- natural justice principles and providing the employee the opportunity to respond to concerns about their performance,
 - transparent processes to ensure procedural fairness,
 - open, honest, and two-way communications throughout the process, and
 - consideration of the individual circumstances of the employee, including relevant health issues.
393. Further information can be found in the *Comcare's Performance Development Framework*.

REWARD AND RECOGNITION

394. The CEO may reward and recognise high standards of work performance and conduct through Comcare's Reward and Recognition Program.

WORKLOADS

395. Comcare recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for additional hours to be worked by some employees, this should be regarded as the exception rather than the rule.
396. When determining workloads for an employee or group of employees, Comcare will consider the need for employees to strike a balance between their work and personal life.
397. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period, Comcare and the employee('s) together must review the employees' workloads and priorities and determine appropriate strategies to manage the impact on the employee or group of employees.

STUDY ASSISTANCE

398. Comcare will provide a centrally funded and administered studies assistance program, where the course of study is of benefit to Comcare and the employee in their role.
399. The financial delegate may approve reimbursement of study fees up to an amount of \$5,000 per 12-month period, subject to the successful completion of the approved course of study. Additional financial assistance above this limit may be approved by the CEO.
400. Employee will be provided up to 7.5 hours studies leave per week during the school term/semester, pro-rata for a part-time employee.
401. Further information can be found in *Comcare's Studies Assistance Policy and Procedure*.

LEARNING AND DEVELOPMENT

402. Comcare is committed to providing training and other learning and development opportunities for employees and recognises the importance of building individual and organisational capability to support Comcare to achieve outcomes.
403. Learning and development needs are identified and prioritised through Comcare's workforce planning process at the organisational level and include a range of options to support building and enhancing:
- core capabilities common to all employees such as writing and customer service skills,
 - supporting capabilities that are related to different job functions and roles undertaken by Comcare employees such as policy development, and leadership skills,
 - technical skills that may be required for specific job roles such as training to improve skills in interpreting legislation, human resources, finance, inspectorate, customer service and claims management, and
 - career and professional development.
404. All Comcare employees are required to develop an individual learning and development plan as part of their annual performance development plan (PDP).
405. Further information can be found in the Comcare *Performance Development Framework*.

PROFESSIONAL MEMBERSHIPS

406. Where it is a mandatory requirement of a role for an employee to be a member of a professional organisation, Comcare will pay the fees associated with maintaining the membership.
407. Where an employee and their manager identify membership to a professional organisation as a development opportunity through the employee's performance plan, Comcare may pay the fees associated with that membership.

SECTION 9: TRAVEL AND LOCATION-BASED CONDITIONS

TRAVEL

408. Comcare's arrangements for domestic and overseas travel on official duty are designed to ensure that employees are not out of pocket for reasonable costs for accommodation, meals and incidentals while travelling for work purposes, guided by the applicable Taxation Determination.
409. Work related travel should be undertaken within the bandwidth specified in clause 108 unless approved by the employee's manager.
410. Overtime payments for work-related travel will only be paid where an employee is directed to travel outside the bandwidth specified in clause 108.
411. Where an employee is required to work in a different geographic location for a period of 3-weeks (i.e. 21-days) or less, the provisions under clause 78 and clauses 413 to 419 will apply where eligibility requirements are met.
412. Where an employee is required to work in a different geographic location for a period in excess of 3-weeks, but less than 13-weeks from the day on which they commence work at the new location, the CEO will determine a package of assistance to meet reasonable additional costs incurred.

Domestic Travelling Arrangements and Allowances

413. Where an employee is required to travel within Australia for work purposes and stay away from home overnight, reasonable costs for accommodation, meals, transport, and minor expenditure will be paid or reimbursed by Comcare, guided by the applicable Taxation Determination.
414. The CEO may, from time to time, determine maximum amounts of expenditure that are assessed as reasonable for different locations within Australia.

International Travelling Arrangements and Allowances

415. Where an employee is required to travel overseas on official business, the employee is entitled to use business class air travel (or recognised equivalent).
416. Where the journey involves travelling time of more than 12-hours, the employee will be entitled to a rest period not exceeding:
- 48 hours in respect of travel to Europe, the Middle East, Africa, the Americas, or the West Indies; or
 - 24 hours in any other case.

Illness when undertaking international work-related travel

417. Where an employee becomes ill while travelling overseas on official business, the costs of treatment will be met by Comcare subject to the provision of satisfactory evidence of illness.



Reimbursement of Fares

418. Where an employee becomes critically or dangerously ill while they are travelling on official business and a member of the employee's immediate family travels to visit the critically or dangerously ill employee, Comcare will, where requested by the employee and subject to the provision of satisfactory evidence of illness, reimburse the employee an amount equal to the reasonable travel costs incurred by the immediate family member.

Child and Family Care Costs

419. Where an employee is directed to travel away from their normal location for business purposes, Comcare will reimburse, upon production of receipts, the reasonable expenses arising from additional child or other domestic care arrangements made necessary because of this travel.

RELOCATION ASSISTANCE

420. Where an APS employee is required to relocate at the request of Comcare (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up other duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
421. Where an employee is required to relocate with Comcare, the employee will be provided with financial relocation assistance.
422. Reasonable expenses associated with the relocation include:
- a. the cost of transport of the employee, their dependants, and partner by the most economical means,
 - b. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants, and partner,
 - c. the reimbursement of the cost of the insurance premium based on a reasonable replacement value, and
 - d. the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
423. Additional relocation assistance may be considered by CEO discretion.
424. Further information on travel and location-based conditions can be found in the *Comcare Travel policy*.

SECTION 10: CONSULTATION, REPRESENTATION AND DISPUTE RESOLUTION

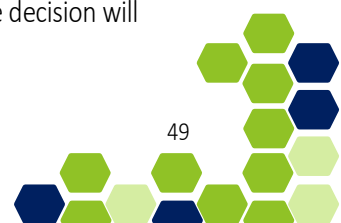
CONSULTATION

Principles

425. Genuine and effective consultation with employees and the relevant union(s), considering the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
426. Comcare recognises:
- the importance of inclusive and respectful consultative arrangements,
 - employees and the relevant union(s) should have a genuine opportunity to influence decisions,
 - 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,
 - consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice, and
 - the benefits of employee and union involvement and the right of employees to be represented by their union.
427. Genuine and effective consultation involves:
- providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made,
 - providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues,
 - considering feedback from employees and the relevant union(s) in the decision-making process, and
 - 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

428. Consultation is required in relation to:
- changes to work practices which materially alter how an employee carries out their work,
 - changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural),
 - major change that is likely to have a significant effect on employees,
 - implementation of decisions that significantly affect employees,
 - changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement), and
 - other workplace matters that are likely to significantly, or materially impact employees.
429. Comcare, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the agency. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.



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

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

Representation

431. 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.
432. Comcare must recognise the representative if:
- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation, and
 - b. the employee or employees advise the employer of the identity of the representative.

Major change

433. In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:
- a. the termination of the employment of employees, or
 - b. major change to the composition, operation, or size of the employer's workforce or to the skills required of employees, or
 - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure), or
 - d. the alteration of hours of work, or
 - e. the need to retrain employees, or
 - f. the need to relocate employees to another workplace, or
 - g. the restructuring of jobs.
434. The following additional consultation requirements in clause 435 to 441 apply to a proposal to introduce a major change referred to in clause 428(c).
435. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 429.
436. Where practicable, a Comcare 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.
437. Comcare must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
438. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 428(c), Comcare must:
- a. discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - i. the proposed change,
 - ii. the effect the proposed change is likely to have on the employees, and
 - iii. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees, and

- b. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - i. all relevant information about the proposed change, including the nature of the change proposed, and
 - ii. information about the expected effects of the proposed change on the employees, and
 - iii. any other matters likely to affect the employees.

439. Comcare 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.

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

441. If a term in this agreement provides for a major change to production, program, organisation, structure, or technology in relation to the enterprise of Comcare, the requirements set out in clauses 435 to 439 are taken not to apply.

Change to regular roster or ordinary hours of work

442. The following additional consultation requirements in clause 443 to 445 apply to a proposal to introduce a change referred to in clause 428(e).

443. Comcare must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.

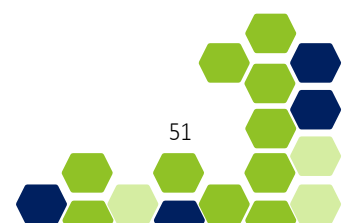
444. As soon as practicable after proposing to introduce the change, Comcare must:

- a. discuss with employees and the relevant union(s) and/or other recognised representatives the proposed introduction of the change, and
- b. for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - i. all relevant information about the proposed change, including the nature of the proposed change, and
 - ii. information about what the employer reasonably believes will be the effects of the proposed change on the employees, and
 - iii. information about any other matters that the employer reasonably believes are likely to affect the employees, and
- c. invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

445. Comcare 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

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



COMCARE CONSULTATIVE COMMITTEE

447. The CEO may establish a Comcare Consultative Committee to discuss relevant workplace matters.
448. Comcare's consultative committees will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.

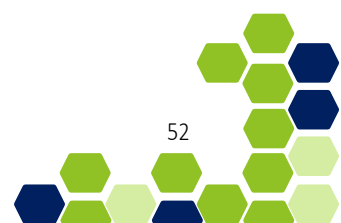
APS CONSULTATIVE COMMITTEE

449. 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

450. If a dispute relates to:
- a. a matter arising under the agreement, or
 - b. the NES,
- this term sets out procedures to settle the dispute.
451. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
452. 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.
453. 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 genuinely consider proposals to resolve the dispute.
454. 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 453 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
455. The Fair Work Commission may deal with the dispute in 2 stages:
- a. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation, and
 - b. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. arbitrate the dispute, and
 - ii. make a determination that is binding on the parties.

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



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456. While the parties are attempting to resolve the dispute using the procedures in this term:
- a. an employee must continue to perform their work as they would normally in accordance with established custom and practice at Comcare that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety, and
 - b. subject to clause 456(a), an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe, or
 - ii. applicable work health and safety legislation would not permit the work to be performed, or
 - iii. the work is not appropriate for the employee to perform, or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.
457. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
458. Any disputes arising under *Comcare Enterprise Agreement 2016-2019* or the NES that were formally notified under clause 32 of that agreement before the commencement of this agreement, which 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

459. Where the provisions of clauses 450 to 454 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 427, 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 454.

DELEGATES' RIGHTS

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

Supporting the role of union delegates

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

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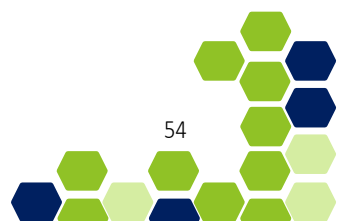
465. Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.
466. To support the role of union delegates, Comcare will, subject to legislative and operational requirements, including privacy and security requirements:
- a. provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials,
 - b. advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email,
 - c. allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications,
 - d. provide access to new employees as part of induction, and
 - e. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
467. 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 Comcare before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

EMPLOYEE REPRESENTATIONAL RIGHTS

468. In any matter arising under this agreement, an employee may have a person of their choice, to support them. All parties will deal with any such support person in good faith.

LOCAL ACCOMMODATION CHANGES OR BUILDING WORK

469. When a decision is made to undertake construction, building alteration, refurbishment, or the relocation of a workplace, the CEO may form a workplace accommodation committee to provide recommendations in relation to the change.
470. Where an accommodation committee is formed, members may include an employee nominated representative from the work area, a union delegate and/or the Health and Safety Representative for the relevant Work Groups.
471. The CEO, when considering the duration and severity of the disruption to the workplace (including any potential health and safety risks to employees) due to construction, building alteration, refurbishment, or relocation, may authorise for affected employees:
- a. the temporary relocation to an alternate Comcare premises,
 - b. remote work in accordance with the [flexible working arrangements](#) under this Agreement, or
 - c. miscellaneous leave with pay.



SECTION 11: SEPARATION AND RETENTION

RESIGNATION

472. An employee may resign from their employment by giving the CEO at least 14 calendar days' notice.
473. 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.
474. The CEO has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

PAYMENT ON THE DEATH OF AN EMPLOYEE

475. 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

Coverage

476. These provisions only apply to ongoing APS employees who are not serving a probationary period.

Excess employees

477. An employee is excess if:
- the employee is included in a class of employees employed in Comcare which class comprises a greater number of employees than is necessary for the efficient and economical working of Comcare,
 - the services of the employee cannot be effectively used because of technological or other changes in the work methods of Comcare or changes in the nature, extent, or organisation of the functions of Comcare,
 - where the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and Comcare has determined that these provisions will apply to that employee.

Notification of potentially excess status

478. When the CEO is aware that an employee is likely to become excess, the CEO will at the earliest practicable time advise the employee of the situation.
479. Discussions with the potentially excess employee and, where they choose their representatives, will be held to consider:
- measures which might be taken to resolve the situation, including redeployment opportunities for the employee within Comcare, at or below the employee's classification level,
 - referral to an appropriate redeployment service provider,
 - whether voluntary redundancy might be appropriate.

480. The CEO may, prior to the conclusion of the discussions set out at clause 479, invite employees who are not potentially excess to express interest in voluntary redundancy, where those redundancies would permit the redeployment of employees who are potentially excess.

Notification of excess status

481. The CEO will identify the employees who are excess to Comcare's requirements after the discussions referred to in clause 479 have occurred. The period of these discussions will not exceed one month (or lesser period as agreed with the employee) after the CEO has advised the employee under clause 478. The CEO may then immediately advise those employees in writing that they are excess.

482. The CEO will then establish with the identified excess employees which employees will be offered voluntary redundancy immediately and which employees seek redeployment. An employee seeking redeployment will be immediately referred to an appropriate redeployment service provider for assistance.

Retention periods

483. Other than when the provisions of clause 492 apply, unless the employee agrees, an excess employee will not have their employment terminated until the employee's retention period has elapsed:

a. for an employee who was an ongoing employee on 9 October 2000, and who has remained an ongoing employee continuously since that date, the retention period is:

- i. 13-months where an employee has 20 or more years of service or is over 45 years of age; or
- ii. 7-months for other employees

b. for an employee who became an ongoing employee after 9 October 2000, the retention period is 7-months. An employee, who became an ongoing employee as the result of the filling of a vacancy which had been advertised in the Gazette before 9 October 2000, will be an ongoing employee for the purposes of sub-clause 483(a).

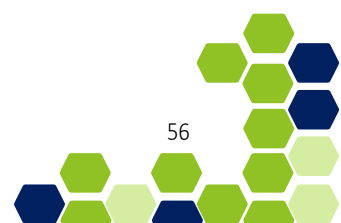
484. The retention period will commence on the earlier of the following:

- a. the day the employee is advised in writing by the CEO that they are an excess employee, or
- b. one month after the day on which the CEO invites the employee in writing to accept voluntary redundancy.

485. During the retention period the CEO:

- a. will continue to take all reasonable steps, consistent with the efficient management of Comcare, to assign new duties to an excess employee, at the employee's classification level within Comcare,
- b. assist an excess employee to pursue redeployment opportunities in other APS agencies,
- c. may, with 4-weeks' notice, allocate a lower classification to the employee where a suitable vacancy at a lower classification level is available, and
- d. will continue to consult with an excess employee and, where they choose their representatives throughout the retention period.

486. At the expiration of the retention period, if an employee is entitled to a redundancy payment in accordance with the NES, the relevant period in clause 483 is reduced by the number of weeks' redundancy pay.



Income maintenance

487. Where an excess employee is reduced in classification before the end of the retention period, the employee will continue to be paid at their previous classification for the balance of the retention period.
488. Income maintenance payments will include higher duties allowance where the employee has been in receipt of that allowance for a continuous period of 12 months immediately preceding the date on which the employee:
- is notified that they are excess; or
 - receives a notice reducing the employee's classification.

provided the employee would have continued to perform the duties at the higher classification but for the excess employee situation.

Redeployment assistance

489. An excess employee is entitled to reasonable leave with full pay to attend necessary employment interviews.
490. An excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment, where the prospective employer does not provide assistance.
491. Where it is necessary because of a reassignment of duties for an excess employee to move the employee's household to a new locality, the employee will be entitled to payment or reimbursement of reasonable expenses as if the employee were being promoted.

Early termination during retention period

492. Where the CEO believes there is insufficient productive work available for an excess employee within Comcare during the retention period, the CEO may, under section 29 of the PS Act:
- with the agreement of the employee, terminate the employment of the employee at any time,
 - subject to clause 493, terminate the employment of the employee without the agreement of the employee.
493. The date of effect of a termination of employment under sub-clause 492(b) cannot be earlier than the day following the day on which the employee has completed a minimum of seven months of their retention period.
494. Upon termination under clause 492, the employee will be paid a lump sum comprising:
- the balance of the retention period (as shortened for the NES) under sub-clause 494(a) and this payment will be taken to include the payment in lieu of notice of termination of employment; and
 - an additional redundancy payment equal to the amount the retention period was shortened by under clause 494(a) (i.e. the NES component).

VOLUNTARY REDUNDANCY

495. Where the CEO invites an employee in writing to accept voluntary redundancy, the employee will have one month in which to accept the offer. Where the offer is accepted the CEO will not give notice of termination of employment before the end of that period without the agreement of the employee.
496. To allow the employee to make an informed decision on whether to accept the offer of voluntary redundancy the employee must be given information on:
- the severance payment amount,
 - pay in lieu of notice and leave credits,
 - the amount of their accumulated superannuation contributions,
 - options open to them concerning superannuation, and
 - the taxation rules applying to the various payments (this does not include financial advice).
497. An employee who is invited in writing to accept voluntary redundancy will be entitled to a maximum reimbursement of \$770 to seek financial and lifestyle advice.
498. The CEO may make an offer of voluntary redundancy to an excess employee within 2-months of declaring them excess, and, if not already made, will make an offer at the end of that period to an employee who has not been redeployed.
499. Only one offer of voluntary redundancy will be made to an excess employee.
500. An excess employee who declines an offer of voluntary redundancy will immediately be referred to an appropriate redeployment service provider. An excess employee who does not accept an offer of voluntary redundancy within the one-month period will be taken as having declined the offer and will immediately be referred to an appropriate redeployment service provider.

Period of notice

501. Where an employee accepts an offer of voluntary redundancy, the CEO may terminate the employment of the employee by giving the employee written notice of termination of employment under 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 and with at least two years of continuous service).
502. Where the CEO directs, or the employee requests, the employee may have their employment terminated during the notice period. Where the employment is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.

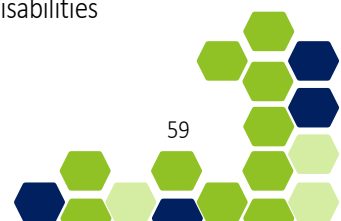
Redundancy provisions

503. An employee who has their employment terminated by the CEO under section 29 of the PS Act because of accepting an offer of voluntary redundancy made in accordance with clause 495 is entitled to be paid a sum equal to 2-weeks' salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service.
504. The minimum sum payable will be 4-weeks' salary and the maximum will be 48 weeks' salary and is also subject to any minimum amount the employee is entitled to under the NES.
505. The redundancy payment will be calculated on a pro rata basis for any period where an employee has worked part-time hours during their period of service and the employee has less than 24 years full time service.

506. Subject to clauses 507 to 509, service for severance pay purposes means:
- a. service in Comcare,
 - b. Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*,
 - c. 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,
 - d. service with the Australian Defence Forces,
 - e. APS service immediately preceding deemed resignation under the repealed section 49 of the *Public Service Act 1922* (PS Act 1922), if the service has not previously been recognised for severance pay purposes,
 - f. service in another organisation where an employee was transferred from the APS to that organisation with a transfer of function or an employee engaged by that organisation on work within a function is engaged because of the transfer of that function to the APS and such service is recognised for long service leave purposes.
507. For earlier periods of service to count as service for severance pay purposes there must be no breaks between the periods of service, except where:
- a. the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer, or
 - b. the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the PS Act 1922.
508. Periods of service that will not count as service for redundancy pay purposes are periods of service that ceased by way of:
- a. termination under section 29 of the PS Act,
 - b. prior to the commencement of the PS Act, by way of redundancy; forfeiture of office, retirement on the grounds of invalidity, inefficiency, or loss of qualifications; dismissal or termination of probationary appointment for reasons of unsatisfactory service,
 - c. voluntary retirement at or above the minimum retiring age applicable to the employee, or
 - d. payment of a redundancy benefit or a similar payment or an employer-financed retirement benefit.
509. Absences from work which do not count as service for long service leave purposes will not count as service for severance pay purposes.

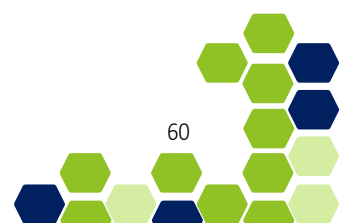
Rate of payment—redundancy

510. For calculating any payment under clause 503 salary will include:
- a. the employee's salary, and
 - b. Higher duties allowance, where the employee has been receiving higher duties allowance for a continuous period of at least 12-months immediately preceding the date on which the employee is given notice of termination of employment, and
 - c. other salary-based allowances which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.



INVOLUNTARY TERMINATION OF EMPLOYMENT FOLLOWING A RETENTION PERIOD

511. The CEO may, under section 29 of the PS Act, terminate the employment of an excess employee at the end of the employee's retention period.
512. The CEO will not terminate the employment if the employee has not been invited to accept a voluntarily redundancy as per clause 495 or has elected to accept voluntarily redundancy but the CEO refused to approve it.
513. An excess employee will be given 4-weeks' notice (or 5-weeks' notice for an employee over 45 with at least 2-years of continuous service) where it is proposed to terminate the employment of an excess employee. Where possible, this notice period will be concurrent with the retention period.



SECTION 12: SIGNATURE PAGE

For the Employer

On behalf of the Minister for Employment and Workplace Relations



Greg Vines
Chief Executive Officer
Comcare
GPO Box 9905,
Canberra ACT 2601

Date:

6/3/2024

For the Community and Public Sector Union



Joshua Coulter
National Organiser
Community and Public Sector Union
54-58 Foveaux Street
Surry Hills NSW

Date: 05/03/2024

SCHEDULE 1: COMCARE SALARY RATES

APS AND EXECUTIVE LEVEL EMPLOYEES

APS Classification	Pay Point	Comcare as at 31 August 2023	Commonwealth Pay Offer		
			From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
			4 per cent	3.8 per cent	3.4 per cent
APS 1	APS1.1	\$51,562	\$53,624	\$55,662	\$57,555
	APS1.2	\$52,942	\$55,060	\$57,152	\$59,095
	APS1.3	\$55,097	\$57,301	\$59,478	\$61,500
	APS1.4	\$56,400	\$58,656	\$60,885	\$62,955
APS 2	APS2.1	\$57,940	\$60,258	\$62,548	\$64,675
	APS2.2	\$59,446	\$61,824	\$64,173	\$66,355
	APS2.3	\$60,972	\$63,411	\$65,821	\$68,059
	APS2.4	\$62,481	\$64,980	\$67,449	\$69,742
	APS2.5	\$64,158	\$66,724	\$69,260	\$71,615
APS 3	APS3.1	\$66,128	\$68,773	\$71,386	\$73,813
	APS3.2	\$67,790	\$70,502	\$73,181	\$75,669
	APS3.3	\$69,536	\$72,317	\$75,065	\$77,617
	APS3.4	\$71,783	\$74,654	\$77,491	\$80,126
APS 4	APS4.1	\$73,692	\$76,640	\$79,552	\$82,257
	APS4.2	\$75,592	\$78,616	\$81,603	\$84,378
	APS4.3	\$77,516	\$80,617	\$83,680	\$86,525
	APS4.4	\$80,595	\$83,819	\$87,004	\$89,962
APS 5	APS5.1	\$83,101	\$86,425	\$89,709	\$92,759
	APS5.2	\$85,427	\$88,844	\$92,220	\$95,355
	APS5.3	\$87,001	\$90,481	\$93,919	\$97,112
	APS5.4	\$89,150	\$92,716	\$96,239	\$99,511
APS 6	APS6.1	\$92,620	\$96,325	\$99,985	\$103,384
	APS6.2	\$96,153	\$99,999	\$103,799	\$107,328
	APS6.3	\$99,849	\$103,843	\$107,789	\$111,454
	APS6.4	\$102,773	\$106,884	\$110,946	\$114,718

OFFICIAL

APS Classification	Pay Point	Comcare as at 31 August 2023	Commonwealth Pay Offer		
			From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
			4 per cent	3.8 per cent	3.4 per cent
EL1	EL1.1	\$114,551	\$119,133	\$123,660	\$127,864
	EL1.2	\$119,312	\$124,084	\$128,799	\$133,178
	EL1.3	\$125,040	\$130,042	\$134,984	\$139,573
	EL1.4	\$130,766	\$135,997	\$141,165	\$145,965
	EL1.5	\$136,493	\$141,953	\$147,347	\$152,357
EL2	EL2.1	\$143,312	\$149,044	\$154,708	\$159,968
	EL2.2	\$149,749	\$155,739	\$161,657	\$167,153
	EL2.3	\$156,185	\$162,432	\$168,604	\$174,337
	EL2.4	\$162,623	\$169,128	\$175,555	\$181,524

Note: Annual leave loading was subsumed into salary

LEGAL ADVISERS

Local Title	APS Classification	Comcare as of 31 August 2023	Commonwealth Pay Offer		
			From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
			4 per cent	3.8 per cent	3.4 per cent
Legal Advisor APS4	LA 4.1	\$75,592	\$78,616	\$81,603	\$84,378
	LA 4.2	\$77,516	\$80,617	\$83,680	\$86,525
	LA 4.3	\$80,595	\$83,819	\$87,004	\$89,962
Legal Advisor APS5	LA 5.1	\$85,427	\$88,844	\$92,220	\$95,355
	LA 5.2	\$87,001	\$90,481	\$93,919	\$97,112
	LA 5.3	\$89,150	\$92,716	\$96,239	\$99,511
Legal Advisor APS6	LA 6.1	\$92,620	\$96,325	\$99,985	\$103,384
	LA 6.2	\$96,153	\$99,999	\$103,799	\$107,328
	LA 6.3	\$102,411	\$106,507	\$110,554	\$114,313
	LA 6.4	\$109,254	\$113,624	\$117,942	\$121,952
Senior Legal Adviser (EL1)	SLA.1	\$117,988	\$122,708	\$127,371	\$131,702
	SLA.2	\$124,004	\$128,964	\$133,865	\$138,416
	SLA.3	\$130,020	\$135,221	\$140,359	\$145,131
	SLA.4	\$136,036	\$141,477	\$146,853	\$151,846
	SLA.5	\$142,055	\$147,737	\$153,351	\$158,565
Principal Legal Adviser (EL2)	PLA.1	\$148,285	\$154,216	\$160,076	\$165,519
	PLA.2	\$153,991	\$160,151	\$166,237	\$171,889
	PLA.3	\$159,698	\$166,086	\$172,397	\$178,258
	PLA.4	\$165,403	\$172,019	\$178,556	\$184,627

Note: Annual leave loading was subsumed into salary

GRADUATE BROADBAND

Local Title	APS Classification	Comcare as of 31 August 2023	Commonwealth Pay Offer		
			From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
			4 per cent	3.8 per cent	3.4 per cent
Graduate Broadband	APS 4.1	\$73,692	\$76,640	\$79,552	\$82,257
	APS 4.2	\$75,592	\$78,616	\$81,603	\$84,378
	APS 4.3	\$77,516	\$80,617	\$83,680	\$86,525
	APS 4.4	\$80,595	\$83,819	\$87,004	\$89,962
	APS5.1	\$83,101	\$86,425	\$89,709	\$92,759
	APS5.2	\$85,427	\$88,844	\$92,220	\$95,355
	APS5.3	\$87,001	\$90,481	\$93,919	\$97,112
	APS5.4	\$89,150	\$92,716	\$96,239	\$99,511

TRAINING BROADBAND

Local Title	APS Classification	Comcare as of 31 August 2023	Commonwealth Pay Offer		
			From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
			4 per cent	3.8 per cent	3.4 per cent
Training Broadband <i>(for relevant training and development programs)</i>	APS1.1	\$51,562	\$53,624	\$55,662	\$57,555
	APS1.2	\$52,942	\$55,060	\$57,152	\$59,095
	APS1.3	\$55,097	\$57,301	\$59,478	\$61,500
	APS1.4	\$56,400	\$58,656	\$60,885	\$62,955
	APS2.1	\$57,940	\$60,258	\$62,548	\$64,675
	APS2.2	\$59,446	\$61,824	\$64,173	\$66,355
	APS2.3	\$60,972	\$63,411	\$65,821	\$68,059
	APS2.4	\$62,481	\$64,980	\$67,449	\$69,742
	APS2.5	\$64,158	\$66,724	\$69,260	\$71,615
	APS3.1	\$66,128	\$68,773	\$71,386	\$73,813
	APS3.2	\$67,790	\$70,502	\$73,181	\$75,669
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	APS4.2	\$75,592	\$78,616	\$81,603	\$84,378
	APS4.3	\$77,516	\$80,617	\$83,680	\$86,525
APS4.4	\$80,595	\$83,819	\$87,004	\$89,962	

SCHEDULE 2: SUPPORTED WAGE SYSTEM

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

DEFINITIONS

2. In this schedule
 - a. **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.
 - b. **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.
 - c. **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.
 - d. **Relevant minimum wage** means the minimum wage prescribed in this award for the class of work for which an employee is engaged.
 - e. **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).
 - f. **SWS wage assessment** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

ELIGIBILITY CRITERIA

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

SUPPORTED WAGE RATES

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

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

Assessed Capacity	Per cent of prescribed salary rate
10 per cent	10 per cent
20 per cent	20 per cent
30 per cent	30 per cent
40 per cent	40 per cent
50 per cent	50 per cent
60 per cent	60 per cent
70 per cent	70 per cent
80 per cent	80 per cent
90 per cent	90 per cent

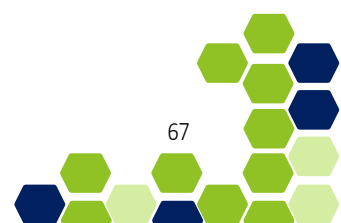
6. Provided that the minimum amount payable to an employee to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.
7. Where an employee’s assessed capacity is 10 per cent, they must receive a high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

ASSESSMENT OF CAPACITY

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

LODGMET OF SWS WAGE ASSESSMENT AGREEMENT

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



REVIEW OF ASSESSMENT

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

OTHER TERMS AND CONDITIONS OF EMPLOYMENT

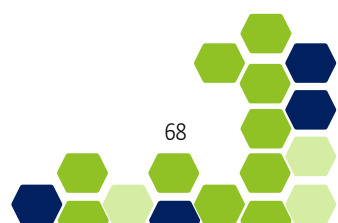
13. Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by the provisions of the schedule will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro rata basis.

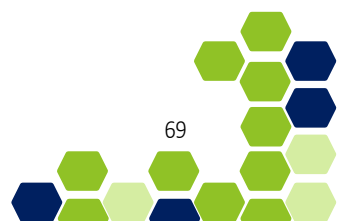
WORKPLACE ADJUSTMENT

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

TRIAL PERIOD

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





COMCARE.GOV.AU

Comcare Enterprise Agreement **2024-2027**





Australian Government

Comcare

Undertaking under section 190 of the *Fair Work Act 2009*

THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/627

Applicant: Comcare Australia (Trading as Comcare)

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Greg Vines, Chief Executive Officer, have the authority given to me by Comcare to give the following undertakings with respect to the Comcare Enterprise Agreement 2024 - 2027 ("the Agreement"):

1. For the purpose of clause 111 of the Agreement, the part-time work agreement setting out an employee's agreed part time hours will be issued before the part-time arrangement commences and will include:

- a) the ordinary hours the employee will work each week; and
- b) the pattern of hours to be worked, including starting and finishing times for employees other than shiftworkers, on each or any day of the week, within the bandwidth. The pattern of hours will provide for no less than three hours per day, or an alternative period agreed.

2. For the purpose of clause 145 of the Agreement, if a casual employee is directed to work:

- a) Monday to Friday, outside the hours of 8:30 am to 5:00 pm;
- b) on a Saturday, Sunday or public holiday; or
- c) in excess of 37.5 hours per week.

The work will be considered overtime and will be paid in accordance with the overtime rates at clause 147 of the Agreement.

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

Employer

Signed for, and on behalf of, Comcare by the Chief Executive Officer:

Greg Vines
Comcare
GPO Box 9905
Canberra ACT 2601

Date: 19/03/2024