



Australian Government

Tertiary Education Quality and Standards Agency

# TEQSA Enterprise Agreement 2024-2027



**TEQSA**



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Commonwealth of Australia Represented by Tertiary Education Quality  
and Standards Agency**  
(AG2024/418)

## **APPLICATION FOR APPROVAL OF THE TERTIARY EDUCATION QUALITY AND STANDARDS AGENCY ENTERPRISE AGREEMENT 2024-2027**

Commonwealth employment

DEPUTY PRESIDENT MASSON

MELBOURNE, 5 MARCH 2024

*Application for approval of the Tertiary Education Quality and Standards Agency Enterprise  
Agreement 2024-2027*

[1] An application has been made for approval of an enterprise agreement known as the *Tertiary Education Quality and Standards Agency Enterprise Agreement 2024-2027* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Commonwealth of Australia Represented by the Tertiary Education Quality and Standards Agency. The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act, which commenced operation on 6 June 2023. By reason of the transitional arrangements for the Amending Act and the *notification time* for the Agreement of 27 February 2023, the *genuine agreement* requirements for agreement approval in Part 2-4 of the Fair Work Act, as it was just before 6 June 2023 apply to the present application. Further, as the Agreement was *made* on 18 February 2024 the *better off overall test* provisions in Part 2-4 of the Fair Work Act as amended on 6 June 2023 apply.

[3] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

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

[5] 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) I note that the Agreement covers the organisation.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 12 March 2024. The nominal expiry date of the Agreement is 28 February 2027.



DEPUTY PRESIDENT

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**Annexure A**

**Annexure A**

IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2024/418

Applicant: Tertiary Education Quality and Standards Agency

Section 185 – Application for approval of a single enterprise agreement

**Undertaking- Section 190**

I, Mary Russell, Acting Chief Executive Officer have the authority given to me by the Tertiary Education Quality and Standards Agency to give the following undertakings with respect to the Tertiary Education Quality and Standards Agency Enterprise Agreement 2024-2027 ("the Agreement"):

1. Part-time employment - The pattern of hours specified under Clause 125 of the agreement will provide for no less than three hours per day (or an alternative period agreed by the Agency Head and the employee) and will be continuous on any one day.
2. The minimum period of engagement for a casual employee is three hours. Any casual employee who works outside of the span of hours on Monday to Friday 7.00 am to 7.00 pm, works on a weekend or public holiday, or works in excess of 36.75 hours per week is entitled to overtime under the Australian Public Service Enterprise Award 2015.

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



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**Signature**

1 March 2024

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**Date**

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# **Tertiary Education Quality and Standards Agency Enterprise Agreement 2024- 2027**

**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 the agreement.**

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**Signatories**

This agreement is made under Section 172 of the *Fair Work Act 2009*.

**Employer**

Signed for and on behalf of the **COMMONWEALTH OF AUSTRALIA (AS REPRESENTED BY THE TERTIARY EDUCATION QUALITY AND STANDARDS AGENCY)** (ABN 50 658 250 012)



Dr Mary Russell  
Acting Chief Executive Officer of Tertiary Education Quality and Standards Agency  
GPO Box 1672, Melbourne, Victoria 3001

**Bargaining representative**

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



.....  
Mr Joshua Coulter  
National Organiser  
54-58 Foveax Street, Surry Hills, NSW, 2010

## Table of Contents

|  |           |
|--|-----------|
| Tertiary Education Quality and Standards Agency Enterprise Agreement 2024-2027 ..... | 1         |
| <b>Section 1 - Technical matters.....</b>  | <b>8</b>  |
| Title .....  | 8         |
| Parties to the agreement .....   | 8         |
| Operation of the agreement.....  | 8         |
| Delegations .....  | 8         |
| National Employment Standards (NES) precedence .....                                 | 9         |
| Closed comprehensive agreement .....   | 9         |
| Individual flexibility arrangements .....  | 9         |
| Definitions.....   | 10        |
| Usual location of work .....   | 13        |
| <b>Section 2: Remuneration.....</b>  | <b>14</b> |
| Salary.....  | 14        |
| Payment of salary .....  | 14        |
| Salary setting.....  | 14        |
| Salary packaging.....  | 15        |
| Incremental advancement.....   | 16        |
| Superannuation .....   | 17        |
| Method for calculating superannuation salary.....                                    | 17        |
| Payment during unpaid parental leave.....  | 17        |
| Overpayments.....  | 17        |
| Supported wage system.....   | 18        |
| <b>Section 3: Allowances and reimbursements.....</b>                                 | <b>19</b> |
| Higher duties.....   | 19        |
| Allowances .....   | 19        |
| Workplace responsibility allowances.....   | 19        |
| Community language allowance.....  | 20        |
| <b>Section 4: Classifications and broadbands.....</b>                                | <b>22</b> |

Work Level Standards ..... 22

**Section 5: Working hours and arrangements..... 23**

Job security ..... 23

    Commitment to ongoing employment and rebuilding APS capacity..... 23

    Reporting..... 23

    Pathways to permanency ..... 23

Casual (irregular or intermittent) employment ..... 23

Non-ongoing employment..... 24

Working hours..... 24

Flex for APS 1-6 classifications ..... 25

Executive Level Time Off in Lieu (TOIL)..... 25

Overtime and restriction..... 26

Flexible working arrangements..... 27

    Requesting formal flexible working arrangements..... 27

Part-time work ..... 31

Christmas closedown ..... 32

Public holidays ..... 32

**Section 6: Leave ..... 34**

Annual leave..... 34

Purchased leave ..... 34

Personal/carer’s leave ..... 35

Portability of leave ..... 37

Re-crediting of leave ..... 38

Long service leave ..... 39

Miscellaneous leave ..... 39

Cultural, ceremonial and NAIDOC leave ..... 39

    NAIDOC leave ..... 39

    First Nations ceremonial leave..... 40

    Cultural leave ..... 40

Parental leave ..... 40



## OFFICIAL

|  |           |
|--|-----------|
| Return to work after parental leave .....                      | 41        |
| Payment during parental leave.....                             | 41        |
| Adoption and long-term foster care .....                       | 43        |
| Stillbirth.....  | 43        |
| Pregnancy loss leave .....                                     | 43        |
| Premature birth leave.....                                     | 44        |
| Transitional provisions .....                                  | 44        |
| Compassionate leave .....                                      | 44        |
| Bereavement leave .....  | 44        |
| Emergency response leave .....                                 | 45        |
| Jury duty.....   | 45        |
| Volunteer leave.....   | 46        |
| Defence reservist leave.....                                   | 46        |
| Defence service sick leave .....                               | 47        |
| Leave to attend proceedings .....                              | 48        |
| Leave to participate in major sporting events.....             | 48        |
| Leave for natural disasters and other emergencies .....        | 48        |
| Leave to accompany partners on a posting.....                  | 48        |
| Leave for approved outside employment.....                     | 48        |
| Leave for personal and development training.....               | 49        |
| Unauthorised absence .....                                     | 49        |
| <b>Section 7: Employee support and workplace culture .....</b> | <b>50</b> |
| Blood donation.....  | 50        |
| Vaccinations.....  | 50        |
| Employee Assistance Program.....                               | 50        |
| Respect at work .....  | 50        |
| Principles.....  | 50        |
| Consultation.....  | 51        |
| Family and domestic violence support .....                     | 51        |

**OFFICIAL**

Integrity in the APS ..... 53

First Nations cultural competency training..... 53

Diversity ..... 53

Lactation and breastfeeding support..... 54

Disaster support..... 54

**Section 8: Performance and development ..... 55**

Performance management ..... 55

Workloads ..... 55

Study assistance..... 56

Professional qualifications ..... 57

**Section 9: Travel and location-based conditions..... 58**

Relocation assistance..... 58

**Section 10: Consultation, representation and dispute resolution..... 59**

Consultation..... 59

Principles..... 59

When consultation is required ..... 60

Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees..... 60

Representation..... 60

Major change ..... 61

Change to regular roster or ordinary hours of work..... 62

Interaction with emergency management activities..... 63

Agency consultative committee ..... 63

APS consultative committee ..... 63

Dispute resolution..... 63

Leave of absence to attend proceedings ..... 65

Delegates’ rights ..... 65

Supporting the role of union delegates ..... 65

**Section 11: Separation and retention..... 67**

Resignation ..... 67

Redeployment, retraining, redundancy..... 67

Review of decisions to terminate employment..... 73

Termination for misconduct ..... 74

**Section 12: Other APS-wide matters ..... 75**

    Outside employment ..... 75

**Attachment A – Base salaries ..... 76**

**Attachment B – Supported Wage System..... 77**

    Definitions..... 77

    Eligibility criteria..... 77

    Supported wage rates..... 78

    Assessment of capacity ..... 78

    Lodgement of SWS wage assessment agreement ..... 79

    Review of assessment..... 79

    Other terms and conditions of employment ..... 79

    Workplace adjustment..... 79

    Trial period ..... 79

## **Section 1 - Technical matters**

### **Title**

1. This Agreement will be known as the Tertiary Education Quality and Standards Agency Enterprise Agreement 2024-2027 (the Agreement).

### **Parties to the agreement**

2. This Agreement covers:
  - 2.1 the Chief Executive Officer (CEO), for and on behalf of the Commonwealth of Australia as the employer;
  - 2.2 all employees in the Tertiary Education Quality and Standards Agency (TEQSA) employed under the PS Act other than:
    - 2.2.1 Senior Executive Service employees or equivalent.
  - 2.3 subject to notice being given in accordance with section 183 of the FW Act, the following employee organisation/s which were a bargaining representative for this Agreement:
    - 2.3.1 the Community and Public Sector Union (CPSU).

### **Operation of the agreement**

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

### **Delegations**

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

## **National Employment Standards (NES) precedence**

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

## **Closed comprehensive agreement**

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

## **Individual flexibility arrangements**

10. TEQSA and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
  - 10.1. the Agreement deals with one or more of the following matters:
    - 10.1.1. arrangements about when work is performed;
    - 10.1.2. overtime rates;
    - 10.1.3. penalty rates;
    - 10.1.4. allowances;
    - 10.1.5. remuneration; and
    - 10.1.6. leave and leave loading; and
  - 10.2. the arrangement meets the genuine needs of TEQSA and the employee in relation to one or more of the mentioned in clause 10.1; and
  - 10.3. the arrangement is genuinely agreed to by TEQSA and the employee.
11. The agency must ensure that the terms of the individual flexibility arrangement:
  - 11.1. are about permitted matters under section 172 of the FW Act;

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

## Definitions

16. The following definitions apply to this agreement:

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

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

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**Agency Head** means the Chief Executive Officer (CEO) of the Tertiary Education Quality and Standards Agency (TEQSA) or the person authorised by the CEO as their delegate.

**Agreement** means the Tertiary Education Quality and Standards Agency Enterprise Agreement 2024-2027.

**APS** means the Australian Public Service.

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

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

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

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

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

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

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

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

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

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

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

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

**Family** means:

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

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

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

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

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

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

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

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

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

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

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



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**Partner** means a spouse or de facto partner, or a former spouse or a former de facto partner.

**Part-time employee** means an employee whose ordinary hours are less than 37 hours and 30 minutes per week in accordance with this Agreement.

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

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

**Relevant employee** means an affected employee.

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

### Usual location of work

17. The employee's standard place of work will be the designated office location identified in the employee's letter of offer or other engagement documentation. If no designated office location was specified on engagement, the CEO may specify a designated office location by advising the employee in writing.
18. TEQSA and the employee may agree to vary the employee's designated office location on a temporary or permanent basis.

## **Section 2: Remuneration**

### **Salary**

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

### **Payment of salary**

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

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

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

### **Salary setting**

23. Where an employee is engaged, moves to or is promoted in TEQSA, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the CEO determines a higher salary within the relevant salary range under these provisions.
24. 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.

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25. In determining a salary under these provisions, the CEO will have regard to a range of factors (as relevant) including the employee's experience, qualifications and skills.
26. Where an employee commences ongoing employment in TEQSA immediately following a period of non-ongoing employment in TEQSA, the CEO will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in TEQSA.
27. Where an employee commences ongoing employment in TEQSA immediately following a period of casual employment in TEQSA, the CEO will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in TEQSA.
28. Where an APS employee moves to TEQSA 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.
29. Where an APS employee moves to the agency at level from another APS agency, and their salary is not aligned with the salary range for their classification or below the maximum of the salary range for their classification, their salary will be increased to the next pay point in the salary range on commencement, unless otherwise determined by the CEO.
30. Where the CEO determines that an employee's salary has been incorrectly set, the CEO may determine the correct salary and the date of effect.

### Salary packaging

31. Employees may package salary and allowances payable as salary, except any compulsory superannuation contribution will still need to be paid by the employee. Information on the circumstances in which salary and allowances may be salary packaged can be found in policy.
32. Where employees take up the option of salary packaging, the employee's salary for purposes of superannuation, severance and termination payments, and for any other purposes, will be determined as if the salary packaging arrangements had not occurred.
33. Any fringe benefits tax incurred by the employee as a result of a salary packaging arrangement will be met by the individual employee. Further information can be found in policy.
34. At the discretion of the CEO, TEQSA may reimburse an employee for reasonable expenses incurred where:

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- 34.1. the employee's engagement was under section 72 of the PS Act to give effect to an administrative re-arrangement; and
- 34.2. the employee incurred administrative costs associated with the transfer of salary packaging arrangements which were operating immediately prior to his or her engagement.

### **Incremental advancement**

- 35. Employees are able to progress through the salary pay points subject to eligibility rules which include:
  - 35.1. at least an 'effective' performance rating during the employee's most recent performance review; and at least
  - 35.2. 6 months of aggregate eligible service in TEQSA at or above the relevant classification level, including paid leave, during the most recent annual performance management cycle. If an employee has less than 6 months of aggregate eligible service, the CEO may exercise their discretion to determine a higher salary under the salary setting clause in this Agreement.
- 36. Eligible service for salary progression will include:
  - 36.1. periods of paid leave and unpaid parental leave;
  - 36.2. periods of unpaid leave that count as service; and
  - 36.3. service while employed on a non-ongoing basis.
- 37. 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.
- 38. Employees who are acting at a higher classification, and satisfy the eligibility criteria in clause 35, will be eligible for salary progression at both their substantive and acting classifications.
- 39. Salary progression while acting at a higher classification, will be retained for future acting duties at, or promotion to, that classification regardless of elapsed time.
- 40. Subject to Clause 35, any incremental salary advancement is effective from 1 July each year.
- 41. Casual employees are not eligible for incremental advancement.

## **Superannuation**

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

### **Method for calculating superannuation salary**

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

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

48. 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**

49. An overpayment occurs if the CEO (or TEQSA) 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).
50. 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.
51. 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.

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52. 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.
53. The CEO and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
54. TEQSA and the employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment.
55. Interest will not be charged on overpayments.
56. Nothing in clause 49 to 55 prevents:
  - 56.1. TEQSA from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
  - 56.2. TEQSA from pursuing recovery of the debt through other available legal avenues; or
  - 56.3. the employee or TEQSA from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

### Supported wage system

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

## **Section 3: Allowances and reimbursements**

### **Higher duties**

59. Where an APS 1-6 role needs to be filled, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level. Where an EL1 or higher role needs to be filled, higher duties allowance will be paid for a period of one week or more.
60. Higher duties allowance will be equal to the difference between the employees' current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the CEO.
61. Where an employee is found to be eligible for salary progression at their acting classification level, they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
62. Where an employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.
63. Where an APS 1-6 role needs to be filled, higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job-sharing arrangement. Where an EL1 or higher role needs to be filled, higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job-sharing arrangement where the duration of the arrangement is at least 1 working week.
64. The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.

### **Allowances**

65. A meal allowance (consistent with ATO Tax Determinations) is payable where the conditions of the Overtime provisions are met.
66. Work-related reasonable travel allowances (consistent with ATO Tax Determinations) are payable where the conditions detailed in internal policies and procedures are met.

### **Workplace responsibility allowances**

67. Employees may agree to undertake additional workplace responsibilities outside the scope of their substantive role. These responsibilities will attract an allowance.

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68. A workplace responsibility allowance will be paid where an employee who is appointed by the agency or elected by eligible peers to one of the following roles:

- 68.1. First Aid Officer;
- 68.2. Health and Safety Representative;
- 68.3. Emergency Warden;
- 68.4. Harassment Contact Officer; and
- 68.5. Mental Health First Aid Officer.

69. 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   |

70. As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the minimum rates in the table above.

71. The full allowance will be payable regardless of flexible work and part-time arrangements.

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

73. Where an employee undertakes more than one of these workplace responsibilities, they will not be entitled to payment of more than one allowance, unless approved by the CEO due to operational requirements.

74. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), as varied from time to time provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

### Community language allowance

75. A community language allowance will be paid where the CEO determines that an employee is regularly required to use their ability to communicate in Braille or a language other than



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English (including First Nations languages and AUSLAN) in the course of their work, and the employee meets the required level of competency set by the CEO. Further information is included in policy.

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

*Table 1: Community language allowance rates*

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

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

## **Section 4: Classifications and broadbands**

### **Work Level Standards**

81. 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**

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

#### **Reporting**

83. Where a consultative committee is in place, TEQSA will report to its 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 TEQSA.

#### **Pathways to permanency**

84. TEQSA and the APS will comply with the casual conversion provision(s) of the FW Act. In addition, TEQSA 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**

85. A casual (irregular or intermittent) employee is defined in the definitions section.
86. A decision to expand the use of casual employees is subject to clause 348 of this agreement.
87. TEQSA 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.
88. 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.
89. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.
90. 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.

## OFFICIAL

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

### Non-ongoing employment

92. A non-ongoing employee is defined in the definitions section.
93. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this Agreement's terms, except:
- 93.1. personal/carer's leave accrual at clause 185;
  - 93.2. redundancy provisions at clause 393, subject to clause 94.
94. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clause 393 will apply.
95. If the redundancy provisions apply to an employee under clause 90, the agency must adhere to the consultation requirements at clause 348.

### Working hours

96. Employees will not be required to work excessive hours. However, if agreed between the employee and the manager, an employee may work reasonable additional hours, for which the flextime or time off in lieu (for executive level employees) provisions will apply.
97. Ordinary Hours for full time employees is seven hours and thirty minutes (7 hours 30 minutes) per day, or 150 hours over a four-week settlement period, within the bandwidth.
98. The standard bandwidth is 07:00 to 19:00 from Monday to Friday, except where a different start time is approved.
99. Employees must take a meal break of at least thirty minutes after five continuous hours of work.
100. APS level (or equivalent) employees are required to maintain a record of attendance.
101. Time spent setting up for work and finalising work arrangements at the end of the day (including logging on and off the IT system) is paid time.
102. Employees must not commence work on any day without having at least eight hours plus reasonable travelling time minimum break from the previous day's work, without specific approval from the CEO.

## OFFICIAL

103. An employee's pattern of ordinary hours should be agreed between the employee and their manager. Where agreement cannot be reached, the employee will remain on the standard pattern of hours (for new employees) or revert to their previously agreed pattern of hours. Agreed hours may be varied to accommodate operational or personal requirements, subject to managerial approval.

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

104. An employee, excluding casual employees, at an APS 1–6 classification may access Flextime arrangements under this Agreement.
105. Subject to Clause 97, an employee is required to work an average of 37 hours and 30 minutes per week with an average of 7 hours 30 minutes per day, but flexibility in relation to hours worked on any particular day is available within the standard bandwidth (see Clause 98).
106. Flextime credits will accrue on an hour for hour basis when work is performed within the standard bandwidth.
107. An employee at an APS 1–6 classification may not carry over in excess of 37 hours and 30 minutes flextime credit at the end of any four-week settlement period (two fortnights) unless:
- 107.1. They have brought the matter to the attention of their manager prior to the end of the Settlement Period; and
  - 107.2. The manager and the employee have put in place a strategy to reduce the credit below 37 hours and 30 minutes prior to the end of the next Settlement Period.
108. In exceptional circumstances, where there is no opportunity to reduce the excess flextime credit to 37 hours 30 minutes within two fortnights, the CEO may authorise cashing out flextime credits in excess of 37 hours 30 minutes at the ordinary time rate.
109. An employee at an APS 1–6 classification may not carry over in excess of 22 hours 30 minutes flextime debit at the end of any Settlement Period.

### **Executive Level Time Off in Lieu (TOIL)**

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

## OFFICIAL

112. 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.
113. 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.
114. 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.
115. 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.
116. Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

### Overtime and restriction

117. In exceptional circumstances, or when required to travel for work purposes, as determined by and with the prior approval of the CEO, employees working additional hours outside the bandwidth at the direction of the manager are entitled to overtime payments or flextime (time off in lieu for executive level employees) at the applicable overtime rate.
118. Work approved to be performed outside of the bandwidth will attract overtime at the rate prescribed in Clause 121 of this agreement.
119. An employee may refuse to work overtime hours.
120. Any time paid as overtime cannot be claimed for Flextime and TOIL purposes.
121. The rates payable for approved overtime are as follows:
  - 121.1. Monday to Saturday: Time and a half for the first three hours each day and double time thereafter.
  - 121.2. Sunday: Double time.
  - 121.3. Public holidays: Double time and a half, calculated as follows:
    - 121.3.1. Duty during ordinary hours will be paid at time and a half in addition to normal salary payment for the day.
    - 121.3.2. Duty outside ordinary hours will be paid at double time and a half.

122. Where an employee works overtime in excess of three hours, a meal allowance specified in the *Allowances* provision is payable.

### **Flexible working arrangements**

123. TEQSA, employees and their union recognise:
- 123.1. the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
  - 123.2. access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
  - 123.3. access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
  - 123.4. that flexibility applies to all roles TEQSA, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
  - 123.5. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
124. TEQSA is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across TEQSA at all levels. This may include developing and implementing strategies through a TEQSA consultative committee.
125. 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**

126. The following provisions do not diminish an employee's entitlement under the NES.
127. An employee may make a request for a formal flexible working arrangement.
128. The request must:
- 128.1. be in writing;
  - 128.2. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
  - 128.3. set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.

## OFFICIAL

129. The CEO must provide a written response to a request within 21 days of receiving the request.
130. The response must:
- 130.1. state that the CEO approves the request and provide the relevant detail in clause 131; or
  - 130.2. if following discussion between TEQSA 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
  - 130.3. state that the CEO refuses the request and include the following matters:
    - 130.3.1. details of the reasons for the refusal; and
    - 130.3.2. set out the agency's particular business grounds for refusing the request, explain how those grounds apply to the request; and
    - 130.3.3. either:
      - 130.3.3.1. set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make; or
      - 130.3.3.2. state that there are no such changes; and
    - 130.3.4. state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act the dispute resolution procedures outlined in section 65B and 65C of the FW Act.
131. 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:
- 131.1. any security and work health and safety requirements;
  - 131.2. a review date (subject to clause 135); and
  - 131.3. the cost of establishment (if any).
132. The CEO may refuse to approve the request only if:
- 132.1. TEQSA has discussed the request with the employee; and



## OFFICIAL

- 132.2. TEQSA 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
  - 132.3. TEQSA and the employee have not reached such an agreement; and
  - 132.4. TEQSA has had regard to the consequences of the refusal for the employee; and
  - 132.5. the refusal is on reasonable business grounds.
133. Reasonable business grounds include, but are not limited to:
- 133.1. the new working arrangements requested would be too costly for TEQSA;
  - 133.2. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
  - 133.3. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
  - 133.4. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
  - 133.5. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
  - 133.6. it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
134. For First Nations employees, TEQSA must consider connection to country and cultural obligation in responding to requests for altering the location of work.
135. Approved flexible working arrangements will be reviewed by TEQSA 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**

- 136. An employee may request to vary an approved flexible working arrangement in accordance with clause 128. An employee may request to pause or terminate an approved flexible working arrangement.
- 137. The CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 139.

## OFFICIAL

138. 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.
139. Prior to the CEO varying, pausing or terminating the arrangement under clause 137, TEQSA must have:
  - 139.1. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
  - 139.2. genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
  - 139.3. had regard to the consequences of the variation, pause or termination for the employee;
  - 139.4. ensured the variation, pause or termination is on reasonable business grounds; and
  - 139.5. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 130.3.

### **Working from home**

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

### **Ad-hoc arrangements**

145. 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.

## OFFICIAL

146. Employees should, where practicable, make the request in writing and provide as much notice as possible.
147. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 126 to 135.
148. TEQSA 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.
149. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, TEQSA should consider whether it is appropriate to seek to formalise the arrangement with the employee.

### **Altering span of hours**

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

### **Part-time work**

151. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
152. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
153. Remuneration and conditions for part-time employees will be calculated on a pro-rata basis, other than allowances of an expense or re-imburement nature, or where provided by legislation.
154. Employees with part-time working arrangements will not be disadvantaged in terms of promotion and development opportunities including acting in higher classified roles.
155. An employee returning to duty from parental leave will have the right to access part-time work for a period of up to two years.
156. TEQSA may engage employees on a part-time basis where the duties to be performed do not justify full-time employment or where there are difficulties attracting full-time employees to perform the required duties. In these circumstances a review every twelve months may not be required. Employees engaged under management initiated part-time employment may apply to convert to full-time employment subject to the conditions of Clause 128.

## OFFICIAL

157. Employees who work part-time can agree to work within the bandwidth of hours on a day outside their normal pattern of work. In such instances, APS Level 1 to 6 employees will be entitled to flextime or payment for the hours worked at their normal hourly rate by prior negotiation, and EL employees will be entitled to TOIL or payment for the hours worked at their normal hourly rate by prior negotiation.

### Christmas closedown

158. TEQSA will be closed from 12:30pm on the last working day before Christmas Day and will re-open on the first working day following the 1st of January.
159. Employees are not required to attend for duty during the Christmas closedown, unless otherwise directed by the CEO.
160. There will be no requirement to take Annual Leave or use accrued Flextime during this period.
161. Where an employee is directed by the CEO, due to exceptional circumstances, to be on duty during the Christmas close-down period, they will be paid at the penalty rates for public holidays described in the *Overtime* provisions.

### Public holidays

162. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- 162.1. 1 January (New Year's Day);
  - 162.2. 26 January (Australia Day);
  - 162.3. Good Friday and the following Monday;
  - 162.4. 25 April (Anzac Day);
  - 162.5. the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
  - 162.6. 25 December (Christmas Day);
  - 162.7. 26 December (Boxing Day); and
  - 162.8. any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day

## OFFICIAL

or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.

163. If a public holiday falls on a Saturday or Sunday, and if under a State 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.
164. 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.
165. 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.
166. 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.
167. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is at half pay.)
168. If under a law of a State 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 162.1 to 162.8.
169. 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
170. Where a full time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the CEO may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

## **Section 6: Leave**

### **Annual leave**

171. Employees (other than casual employees) are entitled to 4 weeks (20 day) paid annual leave per year of service, accruing daily, credited fortnightly. Annual leave for part-time employees accrues on a pro-rata basis.
172. Annual leave may be taken at half pay. However, unless approved by the CEO (or delegate), it may not be taken at half pay where the employee has an excessive leave balance. Excess leave will be managed in accordance with internal policy and procedure.
173. 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.
174. Where annual leave during a school holiday period is cancelled or not approved due to operational requirements, TEQSA will reimburse the employee for the additional cost of approved childcare or school holiday program attendance.
175. Employees will receive payment in lieu of any undertaken annual leave upon separation from the APS.

### **Purchased leave**

176. Ongoing employees may elect to purchase additional leave in a calendar year, with deductions from fortnightly salary in equal instalments over the course of the year or a lesser period if agreed with the employee.
177. Without limiting the flexibility of the option for Purchased Leave, the following arrangements will apply:
  - 177.1. A proposal to purchase leave needs approval of TEQSA and a new application is required each year. Purchased Leave is not available in the same calendar year that the employee accesses Annual Leave at half pay, unless approved by the CEO;
  - 177.2. In agreeing to Purchased Leave, TEQSA may also come to an agreement with the employee on the proposed timing of the leave and the amount to be taken on each occasion;
  - 177.3. Purchased Leave will count as service for all purposes;

## OFFICIAL

- 177.4. Full-time employees may purchase leave in blocks of five days up to a maximum of twenty days in any year;
- 177.5. Purchased Leave must be taken in whole days;
- 177.6. Purchased Leave cannot be taken on half pay; and
- 177.7. Purchased Leave will not be cumulative. Unused purchased leave will be cashed out if not used within one year of being purchased or on separation from TEQSA.

### Personal/carer's leave

#### Entitlement

- 178. Employees are entitled to 18 paid days Personal Leave (including Carer's Leave) for each completed year of service (pro-rata for part-time employees). Leave at half pay may be approved by the CEO.
- 179. Where an existing APS, Parliamentary Service or ACT Government Service employee transfers to TEQSA with Personal Leave credits under the Portability provisions of this Agreement, the date on which the employee will first receive 18 days of Personal Leave credits in TEQSA will be based on the arrangements in place at their former agency with the aim of ensuring that an employee does not accrue Personal Leave credits twice for the same period. To give effect to this aim, a pro-rata amount will be credited based on when the employee's accrual of personal leave at their previous APS agency.
- 180. Where an employee's entitlement to Personal Leave (including Carer's Leave) is exhausted, the CEO may approve additional leave on full pay, half pay or no pay through an Individual Flexibility Arrangement.
- 181. Unused Personal Leave will accrue from year to year but will not be paid out on separation.

#### Accrual

- 182. On commencement, employees new to the APS will receive 18 days Personal Leave. On the following 1 January, credits will be calculated on a pro-rata basis for service between engagement date and 31 December of the year of engagement.
- 183. Existing employees will receive 18 days personal leave in advance credited on 1 January. Credits will be calculated on a pro-rata basis for service between 1 January and 31 December of the previous year.
- 184. The agency will transition to a new accrual method by 1 January 2026. For an ongoing employee, 18 days personal/carer's leave will be credited upon the employee's

## OFFICIAL

commencement with the APS. After 12 months, the employee's leave will accrue daily, credited fortnightly.

185. By 1 January 2026, for a non-ongoing employee, the personal/carer's leave will be credited upon the employee's commencement with the agency. This will be 18 days leave pro-rated based on the employee's initial contract period and is capped at 18 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue daily, credited fortnightly.
186. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.

### Transitional arrangements

187. Where an employee:

- 187.1. has, or cares for someone with, a chronic condition or other ongoing illness; or
- 187.2. is recovering from surgery; or
- 187.3. is pregnant; or
- 187.4. is returning from parental leave or has a child commencing day care;

and, as a result of the transition to daily accrual of personal/carer's leave, does not have sufficient credit to cover an absence for which they would otherwise be able to take personal/carer's leave, the CEO will advance the employee's accrual up to the 12 month anniversary when their leave would otherwise be credited.

### Use

188. An employee may take Personal/carer's Leave for the following purposes:

- 188.1. Due to personal illness or injury;
- 188.2. to attend appointments with a registered health practitioner;
- 188.3. to manage a chronic condition; and/or
- 188.4. to provide care or support for a family member (including a household member) or a person they have caring responsibilities for; because:
  - 188.4.1. of a personal illness or injury affecting the person; or
  - 188.4.2. of an unexpected emergency affecting the other person.

### Carers



## OFFICIAL

189. A person that an employee has caring responsibilities for may include a person who needs care because they:
- 189.1. have a medical condition, including when they are in hospital;
  - 189.2. have a mental illness;
  - 189.3. have a disability;
  - 189.4. are frail or aged; and/or
  - 189.5. are not a child, not limited to a child of the employee.

### Evidence

190. To use Personal/Carer's Leave, an employee may be requested to provide evidence in the following circumstances:
- 190.1. for more than 3 consecutive days; and/or
  - 190.2. more than 8 days without evidence in a calendar year.
191. Acceptable evidence includes:
- 191.1. a certificate from a registered health practitioner;
  - 191.2. a statutory declaration; and
  - 191.3. another form of evidence approved by the CEO.
192. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.

### Portability of leave

193. Where an employee moves into TEQSA from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.
194. Where an employee is engaged in TEQSA immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
195. Where an employee is engaged as an ongoing employee in TEQSA, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.

## OFFICIAL

196. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
197. Where a person is engaged as an ongoing employee in TEQSA, and immediately prior to the engagement the person was employed by a Commonwealth Government entity (other than in the Parliamentary Services which are covered in clause 2), the CEO will offer to recognise any unused accrued personal/carer's leave at the employee's request.
198. Where an employee is engaged as an ongoing employee in TEQSA, and immediately prior to the engagement the person was employed by a State or Territory Government, the CEO may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
199. For the purposes of clauses 193 to 198, an employee with a break in service of less than 2 months is considered to have continuity of service.

### Re-crediting of leave

200. When an employee is on:
  - 200.1. annual leave;
  - 200.2. purchased leave;
  - 200.3. defence reservist leave;
  - 200.4. First Nations ceremonial leave;
  - 200.5. NAIDOC leave;
  - 200.6. cultural leave; or
  - 200.7. long service leave; andbecomes eligible for, under legislation or this agreement:
  - 200.8. personal/carer's leave;
  - 200.9. compassionate or bereavement leave;
  - 200.10. jury duty;
  - 200.11. emergency services leave;
  - 200.12. leave to attend to family and domestic violence circumstances; or

## OFFICIAL

- 200.13. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave; the affected period of leave will be re-credited.
201. When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.
202. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

### Long service leave

203. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
204. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at Clause 191 of this agreement.

### Miscellaneous leave

205. The CEO may approve a period of miscellaneous leave for purposes not provided for elsewhere in this Agreement.
206. The CEO will determine if all or part of the leave is to be with or without pay.
207. With the exception of leave for personal and development training, any continuous period of Miscellaneous Leave without pay greater than 30 calendar days in a year will not count as service for the purposes of this Agreement. LWOP, regardless of the duration, will not count as service for the purposes of the LSL Act unless LSL Act requires it to, or the CEO determines otherwise.
208. The CEO may approve a period of paid miscellaneous leave to provide support for casual employees affected by family and domestic violence, depending on the employee's individual circumstances, or otherwise by Government directive.

### Cultural, ceremonial and NAIDOC leave

#### NAIDOC leave

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

## OFFICIAL

210. NAIDOC leave can be taken in part days.

### **First Nations ceremonial leave**

211. First Nations employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
212. The CEO may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
213. First Nations ceremonial Leave can be taken as part days.
214. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

### **Cultural leave**

215. 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.
216. The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
217. Cultural leave can be taken as part days.
218. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 211.

### **Parental leave**

219. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
220. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave up until 24 months from the date of the child's birth or placement (parental leave period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period and cannot switch roles for the purpose of accessing additional paid leave.
221. 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.

## OFFICIAL

222. 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.

### Return to work after parental leave

223. On ending parental leave, an employee is entitled to return to:
- 223.1. the employee's pre-parental leave duties; or
  - 223.2. if those duties no longer exist, an available position for which the employee is qualified and suited at the same classification and pay as applied pre-parental leave. Where this is not practical, other duties will be sought, with the redeployment, retraining and redundancy provisions applying to any placement.
224. For the purposes of this provision, duties means those performed:
- 224.1. if the employee was moved to safe duties because of the pregnancy, immediately before the move; or
  - 224.2. if the employee began working part-time because of the pregnancy, immediately before the part-time employment began; or
  - 224.3. otherwise, immediately before the employee commenced parental leave.

### Payment during parental leave

225. An employee is entitled to parental leave with pay as per clauses 227 and 228 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.
226. Employees newly engaged in the agency or who have moved to TEQSA from another APS agency are eligible for the paid parental leave in clauses 227 and 228 where such paid leave had not already been provided by another APS agency or Commonwealth employer in the 24 months since the child's date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 227 and 228, the balance is available to the employee.
227. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in **Table 1** below.

**OFFICIAL**

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

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

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

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

| <b>Period which coincides with the parental leave period for the secondary caregiver</b> | <b>Parental Leave with pay under this agreement</b>   |
|--|---|
| Date of commencement of this agreement to 28 February 2025                               | 8 weeks, or top up to 8 weeks where a lesser period of parental leave has already been provided   |
| 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 |

229. **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.
230. **Rate of payment** during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.

## OFFICIAL

231. **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

232. 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:
- 232.1. is under 16 as at the day (or expected day) of placement;
  - 232.2. has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
  - 232.3. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
233. 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

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

### Pregnancy loss leave

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

### **Premature birth leave**

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

### **Transitional provisions**

239. 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 238 until after the legislated paid maternity leave is used.

### **Compassionate leave**

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

### **Bereavement leave**

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



## OFFICIAL

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

### Emergency response leave

- 248. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:
  - 248.1. the time engaged in the activity;
  - 248.2. reasonable travelling time; and
  - 248.3. reasonable recovery time.
- 249. 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.
  - 249.1. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 250. Paid leave may be refused where the employee's role is essential to TEQSA's response to the emergency.
- 251. 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.
- 252. The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 253. Emergency response leave, with or without pay, will count as service.

### Jury duty

- 254. 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.
- 255. 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.

## OFFICIAL

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

### Volunteer leave

258. An employee may be granted paid leave to volunteer short-term with a registered community organisation.
259. An employee may be granted unpaid leave for long-term volunteer purposes.

### Defence reservist leave

260. The CEO will give an employee leave with or without pay to undertake:
- 260.1. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
- 260.2. Australian Defence Force Cadet obligations.
261. An employee who is a Defence Reservist can take leave with pay for:
- 261.1. up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
- 261.2. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
262. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
263. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
- 263.1. Australian Navy Cadets;
- 263.2. Australian Army Cadets; and
- 263.3. Australian Air Force Cadets.

## OFFICIAL

- 264. In addition to the entitlement at clause 256, 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.
- 265. Paid defence reservist leave counts for service.
- 266. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- 267. Unpaid leave taken over 6 months counts as service, except for annual leave.
- 268. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

### Defence service sick leave

- 269. An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
  - 269.1. war-like service; or
  - 269.2. non-war like service.
- 270. An eligible employee can get 2 types of credits:
  - 270.1. an initial credit of 9 weeks (45 days) defence service sick leave (pro rata for part-time employees) will apply as at the following dates, whichever is later:
    - 270.1.1. they start employment with the APS; or
    - 270.1.2. DVA certifies the condition; and
  - 270.2. an annual credit of 3 weeks (15 days) defence service sick leave (pro rata for part-time employees).
- 271. 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.
- 272. Unused annual credits can be built up to 9 weeks.
- 273. An employee cannot use annual credits until the initial credit is exhausted.
- 274. Defence service sick leave is paid and counts as service for all purposes.

### **Leave to attend proceedings**

- 275. 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.
- 276. An employee who is not covered under clause 275, 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 TEQSA.
- 277. 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.
- 278. 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.

### **Leave to participate in major sporting events**

- 279. An employee may be granted a period of paid leave for the purpose of representing Australia in a major sporting event.

### **Leave for natural disasters and other emergencies**

- 280. An employee may be granted a period of paid leave where their home is directly affected by a natural disaster or other emergency.

### **Leave to accompany partners on a posting**

- 281. An employee may be granted unpaid leave, generally not exceeding 12 months for the period where their partner is on a Commonwealth posting.

### **Leave for approved outside employment**

- 282. An employee may be granted unpaid leave, generally not exceeding 12 months, for the purpose of undertaking approved outside employment.

### **Leave for personal and development training**

283. An employee may be granted unpaid leave for the purpose of undertaking academic studies.

### **Unauthorised absence**

284. Where an employee is absent from duty and the period of absence was unauthorised, all pay and other benefits will cease until the employee resumes duty or is granted leave.

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

### **Blood donation**

285. 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.
286. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

### **Vaccinations**

287. TEQSA will offer annual influenza vaccinations to all employees at no cost.
288. Where TEQSA 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**

289. Employees, their partners, and their dependants/children will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by TEQSA and will be accessible on paid time.

### **Respect at work**

#### **Principles**

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

292. 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**

293. TEQSA will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
294. TEQSA recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
295. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this Agreement.
296. An employee experiencing family and domestic violence support is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- 296.1. illness or injury affecting the employee resulting from family and domestic violence;
  - 296.2. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
  - 296.3. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
  - 296.4. making arrangements for the employee's safety, or the safety of a close relative;
  - 296.5. accessing alternative accommodation;
  - 296.6. accessing police services;
  - 296.7. attending court hearings;
  - 296.8. attending counselling; and
  - 296.9. attending appointments with medical, financial or legal professionals.
297. 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.

## OFFICIAL

298. Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
299. These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.
300. Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.
301. Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
302. Evidence may be requested to support TEQSA 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 TEQSA will require, unless the employee chooses to provide another form of evidence.
303. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.
304. TEQSA will take all reasonable measures to treat information relating to family and domestic violence confidentially. TEQSA will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps TEQSA may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
305. Where TEQSA needs to disclose confidential information for purposes identified in clause 304 where it is possible TEQSA will seek the employee's consent and take practical steps to minimize any associated safety risks for the employee and/or privacy breaches.
306. TEQSA 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.
307. 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.
308. TEQSA will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
309. 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**

- 310. TEQSA 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 TEQSA decisions.
- 311. 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.
- 312. Employees can, during their ordinary work hours, take time to:
  - 312.1. access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the agency; and
  - 312.2. attend TEQSA mandated training about integrity.

## **First Nations cultural competency training**

- 313. 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.
- 314. Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

## **Diversity**

- 315. TEQSA is committed to promoting and supporting workplace diversity and to creating an environment that values and utilises the contributions of people with different backgrounds, experiences and perspectives. This commitment includes:
  - 315.1. supporting an inclusive, safe, fair, productive and successful workplace that is free from discrimination and harassment;
  - 315.2. promoting equity in employment; and,
  - 315.3. ensuring that employment decisions are based on merit.

## **Lactation and breastfeeding support**

- 316. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
- 317. TEQSA will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 318. In considering whether a space is appropriate, an agency should consider whether:
  - 317.1. there is access to refrigeration;
  - 317.2. the space is lockable; and
  - 317.3. there are facilities needed for expressing such as appropriate seating.
- 318. 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.
- 319. TEQSA will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- 320. 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.
- 321. Further information is available in policy.

## **Disaster support**

- 322. 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.
- 323. Where flexible working arrangements are not appropriate, the CEO may grant paid miscellaneous leave to an employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.
- 324. In considering what period of leave is appropriate, the CEO will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth authorities.

## **Section 8: Performance and development**

### **Performance management**

325. As an important part of improving job satisfaction, employee retention and workplace morale, TEQSA aims to foster an environment in which exemplary performance of both individuals and teams is recognised and celebrated.
326. Employees must participate in TEQSA's performance assessment process which runs from 1 July to 30 June each financial year.
327. The performance assessment process will apply to probationary and non-ongoing employees, unless the CEO determines otherwise, but internal performance management policies and procedures may specify separate processes that will apply to probationary employees or those employed on a non-ongoing basis.
328. The performance assessment process will operate on the principle that there should be no surprises at performance review meetings. Further information can be found in policies relating to:
- 328.1. rewarding good work performance;
  - 328.2. addressing unsatisfactory performance; and
  - 328.3. developing employees in their current roles.

### **Workloads**

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

## **Study assistance**

### **Capability Development**

332. TEQSA is committed to developing a learning organisation, and actively supports learning and development opportunities for employees. Employee needs will be balanced against organisational requirements and availability of opportunities. Employees and their managers will identify learning and development needs and opportunities as part of the performance assessment process. All managers are encouraged to provide support and guidance regarding learning and development for team members and in doing so facilitate TEQSA's commitment to life-long learning.
333. Capability development opportunities for employees may include, but are not limited to:
- 333.1. on the job learning opportunities such as special projects, mentoring and higher duties assignments;
  - 333.2. core skill training in team building, project management, relevant software, systems or legislative requirements on an organisation-wide, team or individual basis as required;
  - 333.3. the development of TEQSA's strategic capabilities through exposure to regulatory policy and process best-practice; and
  - 333.4. a seminar series involving guest speakers.
334. Where the CEO or delegate determines these development opportunities relate to building corporate capacity, TEQSA will pay for this training from a special allocation of funds for this purpose.

### **Professional Development and Studies Assistance**

335. As part of TEQSA 's commitment to capability development, employees are encouraged to undertake relevant professional development. This professional development may include a course of tertiary or technical study related to the employee's current role and future development with TEQSA.
336. Employees may be eligible for reimbursement of up to \$3,000 per financial year to assist with the cost of relevant professional development including fees associated with an approved course of study.

### **Study Leave**

337. Eligible employees may also be granted study leave of up to eight hours per week. Study leave may be flexible to meet the requirements of employees to access regular weekly lectures or tutorials, or a block of hours or days to attend intensive or residential courses.

The hours taken over the course of the semester, term or trimester should not exceed an average of eight hours per week, taking into account any block absences and travel time.

338. Further details on the assistance available for an approved course of study are set out in internal policies and procedures.

### **Professional qualifications**

339. TEQSA will reimburse an employee for or directly pay the cost of membership or registration with a professional association where the CEO considers that membership or registration is essential to the performance of the employee's role.
340. TEQSA may also reimburse an employee for or directly pay the cost of membership or registration with a professional association where the CEO considers that membership or registration is of significant benefit to the performance of the employee's role.

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

### **Relocation assistance**

341. Where an existing employee is required to relocate at the request of the TEQSA (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
342. Where an employee is required to relocate on engagement with TEQSA, the employee will be provided with financial relocation assistance.
343. Reasonable expenses associated with the relocation include:
- 343.1. the cost of transport of the employee and their dependants and partner by the most economical means;
  - 343.2. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
  - 343.3. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
  - 343.4. the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
344. Additional relocation assistance may be considered by CEO discretion.

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

### **Consultation**

#### **Principles**

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

**When consultation is required**

348. Consultation is required in relation to:

- 348.1. changes to work practices which materially alter how an employee carries out their work;
- 348.2. changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
- 348.3. major change that is likely to have a significant effect on employees;
- 348.4. implementation of decisions that significantly affect employees;
- 348.5. changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
- 348.6. other workplace matters that are likely to significantly or materially impact employees.

349. TEQSA, 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**

350. Clauses 351 to 365 apply if TEQSA:

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

**Representation**

351. 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.

352. TEQSA must recognise the representative if:

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



- 352.2. the employee or employees advise the employer of the identity of the representative.

**Major change**

- 353. In this clause, a major change is likely to have a significant effect on employees if it results in, for example:
  - 353.1. the termination of the employment of employees; or
  - 353.2. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - 353.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 353.4. the alteration of hours of work; or
  - 353.5. the need to retrain employees; or
  - 353.6. the need to relocate employees to another workplace; or
  - 353.7. the restructuring of jobs.
- 354. The following additional consultation requirements in clause 355 to 361 apply to a proposal to introduce a major change referred to in clause 348.3.
- 355. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 349.
- 356. Where practicable, a TEQSA 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.
- 357. TEQSA must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
- 358. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 349 TEQSA must:
  - 358.1. discuss with affected employees and relevant union(s) and/or other recognised representatives:
    - 358.1.1. the proposed change;
    - 358.1.2. the effect the proposed change is likely to have on the employees; and
    - 358.1.3. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and

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- 358.2. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
- 358.2.1. all relevant information about the proposed change, including the nature of the change proposed; and
  - 358.2.2. information about the expected effects of the proposed change on the employees; and
  - 358.2.3. any other matters likely to affect the employees.
359. TEQSA 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.
360. However, TEQSA is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
361. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of TEQSA, the requirements set out in clauses 355 to 359 are taken not to apply.

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

362. The following additional consultation requirements in clause 363 to 366 apply to a proposal to introduce a change referred to in clause 348.5.
363. TEQSA must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
364. As soon as practicable after proposing to introduce the change, TEQSA must:
- 364.1. discuss with employees and the relevant union(s) and/or other recognised representatives:
    - 364.1.1. the proposed introduction of the change; and
  - 364.2. for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
    - 364.2.1. all relevant information about the proposed change, including the nature of the proposed change; and
    - 364.2.2. information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
    - 364.2.3. information about any other matters that the employer reasonably believes are likely to affect the employees; and

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- 364.3. invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, TEQSA is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
365. TEQSA 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**

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

### **Agency consultative committee**

367. The CEO may establish an agency consultative committee to discuss relevant workplace matters.
368. TEQSA's consultative committee will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.

### **APS consultative committee**

369. 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**

370. If a dispute relates to:
- 370.1. a matter arising under the agreement; or
  - 370.2. the National Employment Standards;
- this term sets out procedures to settle the dispute.
371. An employee or union who is covered by this Agreement may initiate and/or be a party to a dispute under this term.

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372. 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.
373. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
374. 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 373 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
375. The Fair Work Commission may deal with the dispute in 2 stages:
- 375.1. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - 375.2. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - 375.2.1. arbitrate the dispute; and
    - 375.2.2. make a determination that is binding on the parties.
- Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*
376. While the parties are attempting to resolve the dispute using the procedures in this term:
- 376.1. an employee must continue to perform their work as they would normally in accordance with established custom and practice at TEQSA that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
  - 376.2. subject to 376.1, an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - 376.2.1. the work is not safe; or
    - 376.2.2. applicable work health and safety legislation would not permit the work to be performed; or
    - 376.2.3. the work is not appropriate for the employee to perform; or

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- 376.2.4. there are other reasonable grounds for the employee to refuse to comply with the direction.
377. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
378. Any disputes arising under the Tertiary Education Quality and Standards Agency Enterprise Agreement 2018-2021 or the National Employment Standards that were formally notified under clause 24.b) of that agreement before the commencement of this Agreement, that remain unresolved at the date of commencement of this Agreement, will be progressed under the dispute resolution procedures in this Agreement.

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

379. Where the provisions of 370 to 374 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 371, 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 374.

### **Delegates' rights**

380. 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.
381. The role of union delegates is to be respected and supported.
382. TEQSA and union delegates will work together respectfully and collaboratively.

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

383. TEQSA respects the role of union delegates to:
- 383.1. provide information, consult with and seek feedback from employees in the workplace on workplace matters;
  - 383.2. consult with other delegates and union officials, and get advice and assistance from union officials;
  - 383.3. represent the interests of members to the employer and industrial tribunals; and
  - 383.4. represent members at relevant union forums, consultative committees or bargaining.

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384. TEQSA 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.
385. 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.
386. To support the role of union delegates, TEQSA will, subject to legislative and operational requirements, including privacy and security requirements:
- 386.1. provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
  - 386.2. advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
  - 386.3. allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications;
  - 386.4. provide access to new employees as part of induction; and
  - 386.5. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
387. 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 TEQSA before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

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

### **Resignation**

388. An employee may resign from their employment by giving the CEO at least 14 calendar days' notice.
389. 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.
390. The CEO has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

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

391. 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**

#### **Application**

392. The following provisions will apply to any employee at TEQSA who is in excess, other than non-ongoing employees or employees on probation.

#### **Excess employees**

393. An employee is excess when:
- 393.1. they are included in a class of employees employed in TEQSA, which class comprises a greater number of employees than is necessary for the efficient and economical working of TEQSA;
  - 393.2. the services of the employee cannot be effectively used because of technological or other changes in the work methods of TEQSA, or changes in the nature, extent or organisation of the functions of TEQSA; or

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- 393.3. the duties usually performed by the employee are to be performed at a different locality and the employee is not willing to perform those duties at the new locality, and the CEO has determined that these provisions apply to that employee.
394. Where the CEO determines that an employee is excess, the CEO may do one or more of the following:
- 394.1. reassign duties to an employee within TEQSA and determine the place at which the duties are performed;
  - 394.2. reduce the classification level of an employee on the grounds that the employee is excess to the requirements of TEQSA at the higher classification level;
  - 394.3. move an ongoing employee (with their consent) from TEQSA to another agency; and/or
  - 394.4. terminate the employment of an ongoing employee on the grounds that the employee is excess to the requirements of TEQSA.
395. When the CEO is aware that an employee is likely to become excess, the CEO will advise the employee at the earliest practicable time.
396. Discussions with the potentially excess employee, and where they choose, their representative, will be held to consider:
- 396.1. redeployment opportunities for the employee concerned; and
  - 396.2. whether voluntary retrenchment might be appropriate.
397. Unless a lesser period has been agreed between the CEO and the potentially excess employee, the discussion period will last for four weeks from the date the employee is notified that they are likely to become excess. During the discussion period, the CEO will not:
- 397.1. invite the employee referred to above, to accept an offer of voluntary retrenchment; or
  - 397.2. advise that employee in writing that they are excess.
398. The CEO may, prior to or after the conclusion of the discussion period, invite employees who are not potentially excess to express an interest in voluntary retrenchment, where those retrenchments would permit the redeployment of employees who are potentially excess.
399. These redeployment, reduction and retrenchment provisions do not apply to:
- 399.1. an employee whose period of probation has not been finalised; or
  - 399.2. non-ongoing employees.



### **Voluntary Retrenchment**

400. Where the CEO invites an excess employee to do so, the employee will have four weeks to elect voluntary retrenchment. The CEO will not give notice of termination under section 29 of the PS Act on the grounds that the employee is excess to requirements before the end of that period or until such election is received (in circumstances where the election is received before the end of that period).
401. Where an employee has not already received the following information, he or she must be provided information on the:
- 401.1. amounts of severance pay, payment in lieu of notice, and paid up leave credits;
  - 401.2. amount of accumulated superannuation contributions;
  - 401.3. options open to the employee concerning superannuation; and
  - 401.4. taxation rules applying to the various payments.
402. Where the employee agrees to be voluntarily retrenched, and the CEO approves his or her termination under section 29 of the PS Act, the required notice of termination will be given.
403. The period of notice will be four weeks (or five weeks for an employee over 45 years of age with at least five years of continuous service).
404. Where an employee's employment is terminated at the beginning of, or within the notice period, they will receive payment in lieu of notice as set out in the FW Act for the unexpired portion of the notice period.
405. An excess employee will only be entitled to one offer of voluntary retrenchment.

### **Payment on Voluntary Retrenchment**

406. An excess employee who agrees to be voluntarily retrenched and whose employment is terminated by the agency head under section 29 of the PS Act on the grounds that he /she is excess to the requirements of the agency is entitled to be paid redundancy pay of a sum equal to two weeks' salary for each completed year of continuous service plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the NES.
407. The minimum sum payable as redundancy pay on termination will be 4 weeks' salary and the maximum redundancy pay is equal to 48 weeks' salary.
408. Service for redundancy pay purposes is defined as:
- 408.1. service in an agency;
  - 408.2. Government service as defined in section 10 of the LSL Act 1976;

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- 408.3. service with the Commonwealth (other than service with a joint Commonwealth-State body or a body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
- 408.4. service with the Australian Defence Forces;
- 408.5. APS service immediately preceding deemed resignation under the then section 49 (as repealed in 1966) of the repealed PS Act 1922 if the service has not previously been recognised for redundancy pay purposes; and
- 408.6. service in another organisation where:
  - 408.6.1. an employee was moved from the APS to give effect to an administrative re-arrangement; or
  - 408.6.2. an employee of that organisation is engaged as an APS employee as a result of an administrative re-arrangement; and
  - 408.6.3. such service is recognised for long service leave purposes.
- 408.7. For earlier periods of service to count there must be no breaks between the periods except where:
  - 408.7.1. 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
  - 408.7.2. the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the then section 49 (as repealed in 1966) of the repealed PS Act 1922.
- 408.8. Absences from duty which do not count as service for long service leave purposes will not count as service for redundancy pay purposes.
- 409. Service not to count as service for redundancy pay purposes is defined as any period of service which ceased:
  - 409.1. through termination on the following grounds:
    - 409.1.1. the employee lacks, or has lost, an essential qualification for performing his or her duties;
    - 409.1.2. non-performance, or unsatisfactory performance, of duties;
    - 409.1.3. inability to perform duties because of physical or mental incapacity;
    - 409.1.4. failure to satisfactorily complete an entry level training course;

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- 409.1.5. failure to meet a condition imposed under section 22(6) of the PS Act;
  - 409.1.6. breach of the Code of Conduct; or
  - 409.1.7. any other ground prescribed by the Public Service Regulations; or
- 409.2. on a ground equivalent to those in Clause 213(a) under the repealed PS Act 1922; or
- 409.3. through voluntary retirement at or above the minimum retiring age applicable to the employee; or
- 409.4. with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit.
410. The rate of payment for calculating the redundancy payment will be:
- 410.1. the employee's full time salary, adjusted on a pro rata basis for periods of part time service; and
  - 410.2. allowances paid during periods of annual leave and on a regular basis and not as a reimbursement for expenses incurred or as payment for disabilities associated with the performance of a duty.
  - 410.3. additional payments for the performance of duties at a higher classification level where the employee has been performing duties at the higher classification level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination.
  - 410.4. shift penalties where the employee has undertaken shift work and is entitled to shift penalties for 50% or more of the pay periods in the 12 months preceding the date on which the employee is given notice of termination. The employee is entitled to have the weekly average of the penalties payable over the 12 months immediately preceding the date on which the employee is given notice of termination included in salary.
411. Redundancy pay will be calculated on a pro-rata basis for any period where the employee has worked part-time hours during his/her period of service and the employee has less than 24 years full time service, subject to any minimum amount the employee is entitled to under the NES.

### **Involuntary Retrenchment**

412. Where an excess employee has not accepted an offer of voluntary retrenchment, unless he or she agrees otherwise, the excess employee will not have his or her employment terminated by the CEO under section 29 of the PS Act until the following retention periods have elapsed:

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- 412.1. 56 weeks where an employee has 20 or more years of service or is over 45 years of age; or
- 412.2. 30 weeks for other employees.
- 413. If an employee is entitled to a redundancy payment in accordance with the NES, the relevant period in the above clause is reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination, as at the expiration of the retention period (as adjusted by this clause).
- 414. Service for the purpose of this provision has the same meaning as in Clause 408.
- 415. The retention period will commence on the earlier of the following:
  - 415.1. the day the employee is advised in writing by the CEO that he or she is an excess employee; or
  - 415.2. four weeks after the day on which the CEO invites the employee to elect to be voluntarily retired.
- 416. During a retention period the CEO will continue to provide appropriate training and take all reasonable steps to find alternative employment for the excess employee, including consideration of options such as reduction of classification.
- 417. The retention period as provided for in this section will be extended by periods of leave for personal illness or injury, where supported by acceptable medical evidence.
- 418. In accordance with section 29 of the PS Act, the CEO may involuntarily terminate the employment of an excess employee at the end of the retention period.
- 419. The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these expenses are not met by the prospective employer.
- 420. Where the CEO believes there is insufficient productive work available for an excess employee in TEQSA during the retention period, and that there is no reasonable redeployment prospects in the APS:
  - 420.1. the CEO may, with the agreement of the employee, terminate the employee's employment under section 29 of the Public Service Act; and
  - 420.2. upon termination the employee will be paid a lump sum comprising:
    - 420.2.1. the balance of the retention period (as shortened for the NES under Clause 413) and this payment will be taken to include payment in lieu of notice of termination of employment; and

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420.2.2. an additional redundancy payment equal to the amount the retention period was shortened by under Clause 413.

421. An excess employee will not have their employment terminated where the employee:

421.1. has not been invited to elect to be voluntarily retrenched; or

421.2. has elected to be voluntarily retired but the CEO has refused to approve it.

422. An excess employee will be given four weeks' notice (or five weeks' notice for an employee over 45 years of age with at least five years of continuous service) where it is proposed that he or she will have their employment terminated, under section 29 of the PS Act. Wherever possible, the notice period will be concurrent with the retention period.

### **Reduction in Classification**

423. During a retention period the CEO:

423.1. will continue to take reasonable steps to find alternative employment for the excess employee; and/or

423.2. may, with four weeks' notice, reduce the excess employee's classification as a means of securing alternative employment for the excess employee.

424. Where an excess employee is reduced in classification before the end of the appropriate retention period, he or she will continue to be paid at their previous level for the balance of the retention period.

### **Review of decisions to terminate employment**

425. The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee has under:

425.1. Chapter 3 of the FW Act;

425.2. other Commonwealth laws (including the Constitution); and

425.3. at common law.

426. Termination of, or a decision to terminate employment, cannot be reviewed under the dispute resolution procedures set out under the Dispute Resolution section of this Agreement.

**Termination for misconduct**

427. Nothing in this Agreement prevents the CEO from terminating the employment of an employee for serious misconduct, without further notice of payment in lieu, in accordance with section 123(1)(b) of the FW Act.

## **Section 12: Other APS-wide matters**

### **Outside employment**

428. Employees must seek annual approval from the CEO to run a business or engage in any paid work outside TEQSA. Such approval may be withheld in circumstances where there is a real or perceived conflict of interest or the outside employment has, or is likely to have, a detrimental effect on the employee's work at TEQSA. Further information can be found in policy.
429. Approval to engage in any unpaid work outside TEQSA will only be required where it could be reasonably considered that the unpaid work represents a real or perceived conflict of interest or where the unpaid work would have a detrimental effect on the employee's work at TEQSA.
430. Employees must declare to the CEO any shares, business transactions or relationship they may have with a higher education provider or consulting auditor. The CEO may require an employee to take such reasonable actions required to avoid any real or perceived conflict of interest.

## Attachment A – Base salaries

| Classification | Salary levels | As at 31 August 2023 | From the later of commencement of the agreement or 14 March 2024 | From 13 March 2025 | From 12 March 2026 |
|----------------|---------------|----------------------|--|--------------------|--------------------|
| EL 2           | EL 2.4        | 157,782              | 164,093  | 170,329            | 176,120            |
|                | EL 2.3        | 147,738              | 153,648  | 159,487            | 164,910            |
|                | EL 2.2        | 139,390              | 144,966  | 150,475            | 155,591            |
|                | EL 2.1        | 131,443              | 136,701  | 141,896            | 146,720            |
| EL 1           | EL 1.4        | 123,455              | 128,393  | 133,272            | 137,803            |
|                | EL 1.3        | 117,246              | 121,936  | 126,570            | 130,873            |
|                | EL 1.2        | 114,385              | 118,960  | 123,480            | 127,678            |
|                | EL 1.1        | 111,699              | 116,167  | 120,581            | 124,681            |
| APS 6          | APS 6.4       |                      |  |                    | 111,702            |
|                | APS 6.3       | 99,891               | 103,887  | 107,835            | 111,501            |
|                | APS 6.2       | 93,795               | 97,547   | 101,254            | 104,697            |
|                | APS 6.1       | 90,838               | 94,472   | 98,062             | 101,396            |
| APS 5          | APS 5.4       |                      |  |                    | 96,829             |
|                | APS 5.3       | 86,384               | 89,839   | 93,253             | 96,424             |
|                | APS 5.2       | 82,523               | 85,824   | 89,085             | 92,114             |
|                | APS 5.1       | 80,802               | 84,034   | 87,227             | 90,193             |
| APS 4          | APS 4.3       | 78,266               | 81,397   | 84,490             | 87,363             |
|                | APS 4.2       | 75,223               | 78,232   | 81,205             | 83,966             |
|                | APS 4.1       | 73,177               | 76,104   | 78,996             | 81,682             |
| APS 3          | APS 3.2       | 70,075               | 72,878   | 75,647             | 78,219             |
|                | APS 3.1       | 67,277               | 69,968   | 72,627             | 75,096             |
| APS 2          | APS 2.3       | 64,196               | 66,764   | 69,301             | 71,657             |
|                | APS 2.2       | 63,010               | 65,530   | 68,020             | 70,333             |
|                | APS 2.1       | 60,242               | 62,652   | 65,033             | 67,244             |
| APS 1          | APS 1.2       | 56,080               | 58,323   | 60,539             | 62,597             |
|                | APS 1.1       | 51,290               | 53,342   | 55,369             | 57,497             |



## Attachment B – Supported Wage System

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

### Definitions

2. In this schedule:

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

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

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

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

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

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

### Eligibility criteria

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

**Supported wage rates**

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

**Table 2 Applicable percentage of relevant minimum wage paid to applicable employees**

| <b>Assessed capacity</b> | <b>Percentage of agreement rate</b> |
|--------------------------|-------------------------------------|
| 10%                      | 10%                                 |
| 20%                      | 20%                                 |
| 30%                      | 30%                                 |
| 40%                      | 40%                                 |
| 50%                      | 50%                                 |
| 60%                      | 60%                                 |
| 70%                      | 70%                                 |
| 80%                      | 80%                                 |
| 90%                      | 90%                                 |

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

**Assessment of capacity**

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

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### **Lodgement of SWS wage assessment agreement**

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

### **Review of assessment**

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

### **Other terms and conditions of employment**

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

### **Workplace adjustment**

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

### **Trial period**

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

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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 in this attachment.

The image features a diagonal split background with a dark blue lower-left section and an orange upper-right section. In the bottom-left corner, the acronym 'TEQSA' is written in a large, bold, white sans-serif font. Directly beneath it, the website address 'teqsa.gov.au' is written in a smaller, white sans-serif font.

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