



# DECISION

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

## **Food Standards Australia New Zealand** (AG2024/294)

### **APPLICATION FOR APPROVAL OF THE FOOD STANDARDS AUSTRALIA NEW ZEALAND ENTERPRISE AGREEMENT 2024-2027**

Commonwealth employment

DEPUTY PRESIDENT MASSON

MELBOURNE, 4 MARCH 2024

*Application for approval of the Food Standards Australia New Zealand Enterprise Agreement 2024-2027*

[1] An application has been made for approval of an enterprise agreement known as the *Food Standards Australia New Zealand 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 Food Standards Australia New Zealand. 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 25 January 2022, 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 2 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 CPSU, 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 11 March 2024. The nominal expiry date of the Agreement is 28 February 2027.



DEPUTY PRESIDENT

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**Annexure A**

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2024/294 - Application for approval of the Food Standards Australia New Zealand Enterprise Agreement 2024-2027

Applicant:  
Food Standards Australia New Zealand

Section 185 – Application for approval of a single enterprise agreement

## Undertaking – Section 190

I, Dr Sandra Cuthbert, Chief Executive Officer have the authority given to me by Food Standards Australia New Zealand to give the following undertakings with respect to the Food Standards Australia New Zealand Enterprise Agreement 2024-2027 ("the Agreement"):

1. To provide the public holiday penalty rate of 250% as prescribed by the Australian Public Service Enterprise Award 2015 clause 15.4

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

  
\_\_\_\_\_  
Signature

28. 2. 2024  
\_\_\_\_\_  
Date

**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.**

# **Food Standards Australia New Zealand Enterprise Agreement 2024-2027**

<b>Section 1 - Technical matters</b> .....	<b>7</b>
Title .....	7
Parties to the agreement.....	7
Operation of the agreement.....	7
Delegations .....	7
National Employment Standards (NES) precedence .....	7
Closed comprehensive agreement .....	7
Individual flexibility arrangements .....	8
<b>Section 2: Remuneration</b> .....	<b>12</b>
Salary increase .....	12
Payment of salary.....	12
Salary setting.....	12
Salary on Reduction .....	13
Incremental advancement.....	13
Salary Progression.....	13
Delegate Discretion.....	13
Probationers.....	13
Executive Level 2 .....	14
Superannuation .....	14
Method for calculating superannuation salary.....	14
Payment during unpaid parental leave.....	14
Salary packaging.....	14
Overpayments.....	14
Specialists.....	15
Legal Officers.....	15
<b>Section 3: Allowances</b> .....	<b>16</b>
Higher duties.....	16
Workplace responsibility allowances.....	16
Community language allowance.....	17
<b>Section 4: Classifications and Broadbands</b> .....	<b>18</b>
Graduates.....	18
Work Level Standards .....	18
<b>Section 5: Working hours and arrangements</b> .....	<b>19</b>
Job security .....	19
Commitment to ongoing employment and rebuilding APS capacity.....	19

Reporting.....	19
Pathways to permanency .....	19
Casual (irregular and intermittent) employment .....	19
Non-ongoing employment.....	19
Working hours.....	20
Hours of Duty and Bandwidth.....	20
Part-time Work .....	20
Flexitime Scheme .....	21
EL TOIL.....	21
Overtime and restriction.....	22
Overtime .....	22
Rates.....	22
Food Recall Allowance .....	22
Non-payment .....	23
Flexible working arrangements.....	23
Requesting formal flexible working arrangements.....	23
Varying, pausing or terminating flexible working arrangements .....	25
Working from home.....	26
Ad hoc arrangements.....	26
Altering span of hours.....	26
Family Care Assistance.....	26
Christmas Closedown.....	27
Public holidays .....	27
<b>Section 6: Leave .....</b>	<b>29</b>
Annual leave.....	29
Excessive leave balance .....	29
Annual leave at half pay.....	29
Cash out of annual leave.....	29
Workers compensation.....	30
Purchased leave .....	30
Personal/carer's leave (PCL) .....	30
Casuals .....	30
Entitlement .....	30
Accrual .....	30

Usage.....	30
Carers .....	31
Evidence .....	31
Other matters relating to PCL .....	32
Personal (sick) Leave .....	32
Portability of leave .....	33
Re-crediting of leave .....	33
Long service leave .....	34
Miscellaneous leave.....	34
Miscellaneous leave without pay (LWOP) counting for service .....	34
Cultural, ceremonial and NAIDOC leave .....	35
NAIDOC leave.....	35
First Nations ceremonial leave.....	35
Cultural leave .....	35
Parental leave .....	35
Payment during parental leave.....	36
Adoption and long-term foster care .....	37
Stillbirth.....	37
Pregnancy loss leave .....	37
Premature birth leave.....	37
Transitional provisions.....	37
Compassionate leave .....	38
Bereavement leave .....	38
Emergency response leave .....	38
Jury duty.....	39
Defence reservist leave.....	39
Defence service sick leave .....	40
Leave to attend proceedings .....	40
<b>Section 7: Employee support and workplace culture .....</b>	<b>42</b>
Blood donation.....	42
Eye Sight Testing .....	42
Vaccinations .....	42
Employee Assistance Program.....	42
Professional Membership .....	42
Respect at work .....	43

Principles.....	43
Consultation.....	43
Family and domestic violence support.....	43
Integrity in the APS.....	44
First Nations cultural competency training.....	45
Lactation and breastfeeding support.....	45
Disaster support.....	46
<b>Section 8: Performance and development .....</b>	<b>47</b>
Performance management.....	47
Performance Management and Development.....	47
Workloads.....	47
Studies assistance.....	47
<b>Section 9: Travel and location-based conditions.....</b>	<b>48</b>
Travel.....	48
Domestic and Overseas Travel.....	48
Motor Vehicle Use.....	48
Relocation assistance.....	48
<b>Section 10: Consultation, representation and dispute resolution.....</b>	<b>49</b>
Consultation.....	49
Principles.....	49
When consultation is required.....	49
Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees.....	50
Representation.....	50
Major change.....	50
Change to regular roster or ordinary hours of work.....	51
Interaction with emergency management activities.....	52
Agency consultative committee.....	52
APS consultative committee.....	52
Dispute resolution.....	52
Leave of absence to attend proceedings.....	53
Delegates' rights.....	54
Supporting the role of union delegates.....	54
<b>Section 11: Separation and retention.....</b>	<b>56</b>
Resignation.....	56



Redeployment, retraining, redundancy.....	56
Excess Staff.....	56
Eligible Staff.....	56
CEO’s powers .....	57
Redeployment and Discussions with Employees.....	57
Consultation.....	57
Voluntary Retrenchment .....	58
Period of Notice .....	58
Severance Benefit .....	58
Rate of Payment - Severance Benefit .....	60
Involuntary Retrenchment.....	60
Retention Periods .....	60
<b>Attachment A – Base salaries .....</b>	<b>62</b>
<b>Attachment B – Salary Barrier and Advancement Provisions for Legal Officers.....</b>	<b>65</b>
LEGAL 1 .....	65
Salary on engagement, promotion or movement .....	65
Salary advancement.....	65
LEGAL 2 .....	66
Promotion .....	66
Salary advancement.....	66
<b>ATTACHMENT C FORMAL ACCEPTANCE OF THIS AGREEMENT .....</b>	<b>67</b>

# Section 1 - Technical matters

## Title

1. This agreement will be known as the Food Standards Australia New Zealand Enterprise Agreement 2024-2027.

## Parties to the agreement

2. This agreement covers:
  - 2.1 the Chief Executive Officer (CEO) of Food Standards Australia New Zealand (FSANZ), for and on behalf of the Commonwealth of Australia as the employer;
  - 2.2 all employees in FSANZ employed under the PS Act other than:
    - 2.2.1 Senior Executive Service employees or equivalent; and
  - 2.3 subject to notice being given in accordance with section 183 of the FW Act and the Community and Public Sector Union, which was a bargaining representative for this agreement.

## Operation of the agreement

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

## Delegations

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

## National Employment Standards (NES) precedence

6. The terms of this agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this agreement is detrimental to an employee of FSANZ 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. FSANZ 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 FSANZ and employee in relation to one or more of the mentioned in clause 10.1; and

- 10.2.1 the arrangement is genuinely agreed to by FSANZ 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;

- 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. FSANZ must ensure that the individual flexibility arrangement:

- 12.1 is in writing;

- 12.2 includes the name of FSANZ and the employee;

- 12.3 is signed by FSANZ 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

- 12.4.4 states the day on which the arrangement commences.

13. FSANZ must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

14. FSANZ 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 FSANZ and the employee agree in writing – at any time.
15. FSANZ and the employee are to review the individual flexibility arrangement at least every 12 months.
16. Definitions

The following definitions apply to this agreement:

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

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

**Agency Head** means the CEO of Food Standards Australia and New Zealand or the CEO's delegate.

**Agreement** means the Food Standards Australia New Zealand 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 and 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 and 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.

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

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

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

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

**Family** means:

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

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

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

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

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

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

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

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

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

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

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

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

**Part-time employee** means an employee employed to work less than an average of 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 place of work** means the designated location identified in the employee's letter of offer or other engagement documentation. If no designated location was specified on engagement, the CEO may specify a designated location by advising the employee in writing. FSANZ and the employee may agree to vary the employee's designated location on a temporary or permanent basis. In the event that the primary workplace is closed or relocated, the CEO reserves the right to establish alternative grounds for the change in the usual location of work. Such grounds may include, but are not limited to:

- operational requirements
- business necessity, or
- other circumstances that necessitate the relocation of employees.

The CEO will communicate any decision to change the usual location of work in accordance with section 10 of this agreement.

## Section 2: Remuneration

### Salary increase

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

### Payment of salary

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

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

**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

21. Where an employee is engaged, moves to or is promoted in FSANZ, 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.
22. The CEO may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
23. In determining a salary under these provisions, the CEO will have regard to a range of factors (as relevant) including the employee's experience, qualifications and skills.
24. Where an employee commences ongoing employment in FSANZ immediately following a period of non-ongoing employment in FSANZ for a specified term or task, the CEO will determine the payment of the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in FSANZ.
25. Where an employee commences ongoing employment in FSANZ immediately following a period of casual employment in FSANZ, the CEO will determine the payment of salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in FSANZ.
26. Where an APS employee moves to FSANZ at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the Agency Head will maintain

the employee's salary at that level, until it is absorbed into the salary range for that classification.

27. Where the CEO determines that an employee's salary has been incorrectly set, the CEO may determine the correct salary and the date of effect.

#### **Salary on Reduction**

28. Where an employee requests to perform work at a lower work classification level, the CEO may determine the rate of salary the employee will be paid within the lower classification level.

### **Incremental advancement**

#### **Salary Progression**

29. An employee, other than a casual employee, will advance to the next salary point within their classification effective from the first full pay period after 31 August each year, if:
  - 29.1 they have eligible service at or above their substantive level within FSANZ, for an aggregate of 6 months or more within the Performance Management Cycle (PMC)
  - 29.2 they have achieved at least a Fully Effective rating, and
  - 29.3 for officers classified as Legal 1 or Legal 2, the requirements at Attachment B are met.
30. Eligible service for salary progression includes:
  - 30.1 service while employed on a non-ongoing basis
  - 30.2 service as a probationer
  - 30.3 paid leave, and
  - 30.4 any other unpaid leave that counts as service during the annual performance management cycle.
31. An employee on unpaid parental leave will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.
32. An employee who is acting at a higher classification, and satisfies other eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.
33. 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.

#### **Delegate Discretion**

34. Where an employee commences with FSANZ after 1 February and before 31 July in a year (and consequently is not eligible for salary advancement for 12–18 months) the delegate may consider a starting salary one point higher than as provided by clause 29.

#### **Probationers**

35. All FSANZ employees who are new to the APS must undergo a 6-month probation period.
36. Employees on probation will be eligible for salary advancement from the date they cease to be a probationer, subject to clause 29. The probation period counts toward an employee's service for salary advancement.



## **Executive Level 2**

37. A Section Manager (an EL2 designated as Section Manager by the Chief Executive Officer) will commence at the EL2.5 point of the salary scale. Where an employee acts as a Section Manager they will be paid at the EL2.5 salary point.
38. Subject to the previous clause, a non-Section Manager Executive Level 2 employee cannot move beyond the EL2.4 salary point.

## **Superannuation**

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

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

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

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

44. Employer contributions will be paid on periods of unpaid parental leave in accordance with the requirements of the PSSap fund where the employee is a member of the PSSap, and up to a maximum of 52 weeks where the employee is a member of an accumulation fund other than PSSap.
45. FSANZ will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the agency's payroll system.

### **Salary packaging**

46. All employees may elect to have up to 100% of their salary packaged. However:
  - 46.1 if an employee takes the option of remuneration packaging on a salary sacrifice basis, the employee's pre-sacrifice salary will be salary for all purposes, and
  - 46.2 any fringe benefits tax and administrative costs incurred as a result of the remuneration packaging arrangement will be met by the employee on a salary sacrifice basis.

Note: Further information may be found on the approved salary packaging provider's website.

### **Overpayments**

47. An overpayment occurs if the CEO (or FSANZ) 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).

48. 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.
49. 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.
50. 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 FSANZ in full by the employee.
51. 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.
52. The CEO and the employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment.
53. Interest will not be charged on overpayments.
54. Nothing in clauses 47 to 53 prevents:
  - 54.1 FSANZ from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
  - 54.2 FSANZ from pursuing recovery of the debt through other available legal avenues;
  - 54.3 the employee or FSANZ from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

## **Specialists**

### **Legal Officers**

55. Salary advancement for legal officers will occur in accordance with Attachment B.
56. Advancement to the Legal 2 classification will be based on a formal merit selection process.

## Section 3: Allowances

### Higher duties

57. Where a role needs to be filled for one or more working weeks, higher duties allowance will be paid to any temporary occupants of the role acting at a classification higher than their substantive classification level.
58. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification, or a higher amount determined by the CEO.
59. Where an employee is found to be eligible for salary progression at their acting 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.
60. Where an employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.
61. Higher duties allowance will be payable while an employee is acting at a higher classification as part of a job-sharing arrangement where the duration of the arrangement is at least one working week.
62. The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.

### Workplace responsibility allowances

63. A workplace responsibility allowance will be paid where FSANZ has appointed or elected an employee to one of the following roles:
  - 63.1 First Aid Officer
  - 63.2 Health and Safety Representative
  - 63.3 Emergency Warden
  - 63.4 Harassment Contact Officer and
  - 63.5 Mental Health First Aid Officer.
64. An employee is not to receive more than one workplace responsibility allowance unless approved by the CEO due to operational requirements.
65. The rate will be \$39.52 per fortnight.
66. As a salary-related allowance, this value will continue to be increased in line with headline wage increases, as at Attachment A **Table 6**.
67. The full allowance is payable regardless of flexible work and part-time arrangements.
68. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount 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

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

Table 1: Community language allowance rates

Rate	Standard	Rate from 14 March 2024	Rate from 13 March 2025	Rate from 12 March 2026
1	An employee who has adequate language skills, as determined by an individual or body approved by the CEO, for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the CEO.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

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

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

### **Graduates**

75. Employees engaged to participate in FSANZ's Graduate program will be engaged at an APS 4 classification, assigned the local title 'Graduate' and placed in the APS 3-5 broadband.
76. Graduates will progress to the APS 5 classification when they complete the Graduate program.
77. The CEO will determine when an employee has successfully completed the Graduate Program.

### **Work Level Standards**

78. 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

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

#### Reporting

80. Where a consultative committee is in place, FSANZ will report to it 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 FSANZ.

#### Pathways to permanency

81. FSANZ and the APS will comply with the casual conversion provision of the FW Act. In addition, FSANZ 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 and intermittent) employment

82. A casual (irregular and intermittent) employee is defined in the definitions section.
83. A decision to expand the use of casual employees is subject to clause 352 of this agreement.
84. FSANZ will regularly review the working arrangements of casuals to assess if they are genuinely performing irregular and intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
85. Remuneration for casual employees shall be on an hourly basis. A casual employee shall receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
86. 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.
87. A casual employee shall be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
88. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

### Non-ongoing employment

89. A non-ongoing employee is defined in the definitions section.
90. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:

- 90.1 personal/carer's leave accrual at clause 190; and
- 90.2 redundancy provisions at clauses 400 to 432, subject to clause 91.
- 91. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clauses 400 to 432 will apply.
- 92. If the redundancy provisions apply to an employee under clause 91 FSANZ must adhere to the consultation requirements as provided in section 10.

## **Working hours**

- 93. All employees must maintain a record of attendance in FSANZ's approved timekeeping system.
- 94. Where the CEO determines an employee's absence from work is unauthorised, the absence will be unpaid and will not count as service for any purpose, unless otherwise required by law.

## **Hours of Duty and Bandwidth**

- 95. Ordinary hours of duty for full-time employees are 7 hours 30 minutes per day, or 150 hours over a four week period (the 'settlement period').
- 96. The bandwidth of hours in which an employee may work ordinary hours of duty is 7:00 am to 7:00 pm Monday to Friday.
- 97. The official standard hours of operation are 8:30 am to 5:00 pm, with one hour for lunch, Monday to Friday.
- 98. The pattern of hours by which an employee meets the hours of duty is subject to operational requirements and the agreement of the relevant manager. However, an employee:
  - 98.1 will not be expected to work more than ten hours of ordinary time on any day, and
  - 98.2 must take a meal break of at least 30 minutes after five consecutive hours of duty and this must be recorded on the timesheet.
- 99. Where an employee requests to work outside the bandwidth, the employee may do so, subject to clause 98. However, any hours worked on this basis will be considered 'ordinary hours' and not attract additional duty overtime rates.

## **Part-time Work**

- 100. The hours of duty for part-time employees are the hours stated in the employee's part-time work agreement.
- 101. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
- 102. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
- 103. The pattern of hours specified under clause 100 will provide for no less than three hours per day (or an alternative period agreed by the CEO and the employee) and will be continuous on any one day.

## **Flexitime Scheme**

104. The flexitime scheme applies to employees at the APS1-6 classification level, excluding casual employees.
105. The pattern of hours by which eligible employees meet their required hours of duty is subject to operational requirements.
106. When it is necessary to do so because of essential work requirements, managers may require an employee or group of employees in a workplace to work standard hours for a specific period.
107. The maximum flexitime credit that may be carried over from one settlement period to the next is 37.5 hours. Hours in excess of the maximum may, with the approval of the employee's manager, be:
  - 107.1 carried over if a strategy has been agreed to reduce the credit below 37.5 hours in the next settlement period, or
  - 107.2 cashed out at ordinary time rates at the end of the settlement period.
108. The maximum flexitime debit an employee may accumulate and carry over from one settlement period to the next is 10 hours. In circumstances where the maximum debit is exceeded at the end of a settlement period:
  - 108.1 the employee will endeavour to reduce the debit to the maximum allowable (or lower) over the next settlement period, or
  - 108.2 should this not occur, the amount by which the maximum is exceeded shall be treated as leave without pay and an appropriate deduction made from the employee's pay.
109. Where it is reasonably considered that an employee has failed to comply with the provisions of flexitime, the CEO may direct the employee to work standard hours (as per clause 95) and remove the employee's access to flexitime for a specified period.

## **EL 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 FSANZ.
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**

### **Overtime**

117. In accordance with the NES, employees have the right to decline requests for excessive additional hours of work.
118. Overtime is defined as work that is performed by an employee at the APS1-6 classification level:
  - 118.1 outside the established bandwidth (as defined in clause 96).
  - 118.2 in excess of 10 hours per day, from Monday to Friday.
119. Furthermore, for part-time employees, overtime is defined as work that:
  - 119.1 is not within the employee's agreed hours of work.
  - 119.2 exceeds the total hours specified in the employee's part-time work agreement over a specified settlement period.
120. Employees who have qualified to be paid Higher Duties Allowance and work overtime will be remunerated at their HDA level.
121. Employees are entitled to compensation for any additional work they perform at the direction of management. Alternatively, employees may choose to take Time Off In Lieu (TOIL) by mutual agreement with their manager. The calculation of overtime payment and TOIL is outlined in Clause 122.

### **Rates**

122. Overtime and TOIL are calculated based on the following rates:
  - 122.1 Monday to Saturday - time and a half (for example, if an employee works four hours of overtime on a Tuesday, they can either take 6 hours of TOIL or receive an additional 6 hours of pay)
  - 122.2 Sundays and public holidays - double time.

## **Food Recall Allowance**

123. The *Food Standards Australia New Zealand Act 1991* requires FSANZ to coordinate, through state and territory jurisdictions, the recall of food that presents a significant health risk to the Australian community. FSANZ provides this legislated requirement 24 hours a day, 365 day a year. A designated work group provides this service during standard hours of operation in accordance with job role duty statements.
124. The requirement to manage and support food recall incidents outside standard operating hours is provided by FSANZ employees at the APS1-6 and EL1-EL2 levels.

125. A Food Recall Allowance (FRA) is payable to employees when they are conducting duties for food recall incidents outside standard operating hours. FRA is paid to employees for:
  - 125.1 making themselves contactable and available to work, and
  - 125.2 undertaking food recall tasks where required.
126. Where the CEO rosters an employee to be contactable and available to work for a specified period outside standard hours of operation, the employee will be paid FRA as follows:
127. An employee rostered for a period of seven calendar days will receive an allowance of \$370.
128. As a salary-related allowance, this value will continue to be increased in line with headline wage increases.

#### **Non-payment**

129. To be entitled to FRA, an employee must remain contactable and ready to work while rostered, for the full duration of the period outside standard hours of operation.

#### **Flexible working arrangements**

130. FSANZ, employees and their union recognise:
  - 130.1 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;
  - 130.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
  - 130.3 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;
  - 130.4 that flexibility applies to all roles in FSANZ, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
  - 130.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
131. FSANZ is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across FSANZ at all levels. This may include developing and implementing strategies through an FSANZ consultative committee.
132. 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**

133. The following provisions do not diminish an employee's entitlement under the NES.
134. An employee may make a request for a formal flexible working arrangement.
135. The request must:
  - 135.1 be in writing;

- 135.2 set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
  - 135.3 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.
136. The CEO must provide a written response to a request within 21 days of receiving the request.
137. The response must:
- 137.1 state that the CEO approves the request and provide the relevant detail in clause 138; or
  - 137.2 if following discussion between FSANZ and the employee, FSANZ 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
  - 137.3 state that the CEO refuses the request and include the following matters:
    - 137.3.1 details of the reasons for the refusal; and
    - 137.3.2 set out the agency's particular business grounds for refusing the request, explain how those grounds apply to the request; and
    - 137.3.3 either:
      - 137.3.3.1 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 FSANZ would be willing to make; or
      - 137.3.3.2 state that there are no such changes; and
      - 137.3.4 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 this 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.
138. Where the CEO approves the request this will form an arrangement between FSANZ and the employee. Each arrangement must be in writing and set out:
- 138.1 any security and work health and safety requirements;
  - 138.2 a review date (subject to clause 142); and
  - 138.3 the cost of establishment (if any).
139. The CEO may refuse to approve the request only if:
- 139.1 FSANZ has discussed the request with the employee; and
  - 139.2 FSANZ 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
  - 139.3 FSANZ and the employee have not reached such an agreement; and
  - 139.4 FSANZ has had regard to the consequences of the refusal for the employee; and

- 139.5 the refusal is on reasonable business grounds.
140. Reasonable business grounds include, but are not limited to:
- 140.1 the new working arrangements requested would be too costly for FSANZ;
  - 140.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
  - 140.3 it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
  - 140.4 the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
  - 140.5 the new working arrangements requested would be likely to have a significant negative impact on customer service; and
  - 140.6 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.
141. For First Nations employees, FSANZ must consider connection to country and cultural obligation in responding to requests for altering the location of work.
142. Approved flexible working arrangements will be reviewed by FSANZ 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**

143. An employee may request to vary an approved flexible working arrangement in accordance with clause 135. An employee may request to pause or terminate an approved flexible working arrangement.
144. The CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 146.
145. 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.
146. Prior to varying, pausing or terminating the arrangement under clause 144, FSANZ must have:
- 146.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
  - 146.2 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);
  - 146.3 had regard to the consequences of the variation, pause or termination for the employee;
  - 146.4 ensured the variation, pause or termination is on reasonable business grounds; and

146.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 137.3.

### **Working from home**

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

### **Ad hoc arrangements**

- 152. 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.
- 153. Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 154. Requests for ad hoc arrangements are not subject to the request and approval processes detailed in clauses 133 to 142.
- 155. FSANZ 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.
- 156. Where a regular pattern of requests for ad hoc arrangements from an employee emerges, FSANZ should consider whether it is appropriate to seek to formalise the arrangement with the employee.

### **Altering span of hours**

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

### **Family Care Assistance**

- 158. Where an employee is required to work outside their normal working hours, including where the employee has been recalled to duty, the employee's manager may consider reimbursement of the cost of additional family care expenses incurred by the employee as a result of the additional work.
- 159. Part-time employees may also have specific family arrangements in place and should be consulted on the likely impact any request to remain on duty might have on their family obligations.

### **Christmas Closedown**

160. FSANZ will close down its normal operations from the close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day ('Christmas Closedown').
161. Employees will be entitled to be absent with pay for the working days during Christmas Closedown.
162. Payment for absences on working days during Christmas Closedown will be made in accordance with an employee's usual ordinary hours of work for that day. However, where an employee would otherwise be absent on leave on that day, the rate of payment will be in accordance with the payment for that leave entitlement, e.g. if the employee is absent on long service leave at half pay, payment for the day will also be at half pay.
163. Where an employee is recalled to duty during the Christmas Closedown period, the employee may be eligible for compensation as outlined in clauses 117 to 121 Overtime.

### **Public holidays**

164. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
  - 164.1 1 January (New Year's Day);
  - 164.2 26 January (Australia Day);
  - 164.3 Good Friday and the following Monday;
  - 164.4 25 April (Anzac Day);
  - 164.5 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);
  - 164.6 25 December (Christmas Day);
  - 164.7 26 December (Boxing Day); and
  - 164.8 any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.
165. If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
166. 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.
167. 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.

168. 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.
169. 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.)
170. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 164.1 to 164.8.
171. 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 that day.
172. 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

173. Employees (other than casual employees) are entitled to 4 weeks paid annual leave per year of service, accruing daily, credited fortnightly.
174. Annual leave for part-time employees accrues on a pro rata basis. Annual leave credits for varying periods of part-time service will be calculated based on the hours the employee worked.
175. The timing for taking annual leave will be subject to operational requirements and the CEO's approval.
176. Public holidays that occur during a period of annual leave will not be deducted from the employee's annual leave credits.
177. Where annual leave is cancelled by FSANZ 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.
178. Employees will receive payment in lieu of any untaken annual leave upon separation from the APS.

### Excessive leave balance

179. An employee who has accumulated more than 35 days annual leave credits as at 30 June or 31 December in any year will have a three month period in which to reduce their unused annual leave credit to 35 days or less, or to develop an agreed plan to use the credits. If, after that three month period, the employee's unused annual leave credit exceeds 35 days, the CEO may direct the employee to take up to one quarter of the employee's accrued annual leave.

### Annual leave at half pay

180. Employees may take annual leave at half pay . Half pay leave is deducted from credits at half the duration. However, if the employee has an excessive leave balance they may not take annual leave at half pay unless approved by the CEO.
181. During annual leave at half pay, personal leave, annual leave and long service leave will accrue at the full pay rate.

### Cash out of annual leave

182. Employees may elect to cash out between five to ten days of accrued annual leave, provided:
  - 182.1 the cashing out would not result in the employee's remaining accrued entitlement to paid annual leave being less than four weeks, and
  - 182.2 each cashing out of a particular amount of paid annual leave is by a separate agreement in writing between the CEO and the employee, and
  - 182.3 the employee is paid at least the full amount that would have been payable to them had they taken the leave forgone
  - 182.4 the employee has taken an equivalent amount of leave in the preceding 12 months.



### **Workers compensation**

183. An employee receiving workers compensation for more than 45 weeks will accrue annual leave on the basis of hours actually worked.

### **Purchased leave**

184. An employee, other than a casual employee, may purchase between one and 6 weeks leave per year, subject to the CEO's approval.

Further details are set out in the relevant guidelines, policies and procedures.

185. Purchased leave will count as service for all purposes.

### **Personal/carer's leave (PCL)**

#### **Casuals**

186. Casual employees are not entitled to PCL.

187. 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.

#### **Entitlement**

188. PCL entitlement is 18 days paid leave per annum (pro rata for part-time employees).

189. The CEO may approve leave at half pay. Half pay leave is deducted from credits at half the duration.

#### **Accrual**

190. An ongoing employee will be credited with 18 days PCL on commencement in the APS. After 12 months service the employee's leave will accrue daily, credited monthly.

191. A non-ongoing employee who

- has an existing entitlement to PCL will accrue leave daily, credited monthly.
- does not have an existing entitlement to PCL will be credited with PCL on commencement with FSANZ. The credit will be proportional to the length of the employee's contract, capped at 18 days. After the initial contract period or 12 months service, whichever is shorter, the employee will accrue leave daily, credited monthly.

192. Accrual of PCL credits will be subject to any reductions due to periods of leave not to count as service.

#### **Usage**

193. The CEO may grant PCL to an employee for compelling personal reasons, including family and caring responsibilities.

194. An employee may use PCL:

194.1 due to personal illness or injury;

194.2 to attend appointments with a registered health practitioner;

- 194.3 to manage a chronic condition;
- 194.4 to provide care or support for
  - 194.4.1 a family or household member or
  - 194.4.2 a person for whom they have caring responsibilities, because:
    - 194.4.2.1 of a personal illness or injury affecting the person; or
    - 194.4.2.2 of an unexpected emergency affecting the other person.

### **Carers**

- 195. A person that an employee has caring responsibilities for may include a person who needs care because they:
  - 195.1 have a medical condition, including when they are in hospital;
  - 195.2 have a mental illness;
  - 195.3 have a disability;
  - 195.4 are frail or aged; or
  - 195.5 are a child, not limited to a child of the employee.
- 196. Leave granted at clause 193 must not be taken to the extent that it results in less than 10 days of an employee's credits per year being available for use for personal injury or illness and caring as provided under the FW Act.
- 197. In accordance with the NES, the CEO may grant an employee up to two days unpaid carer's leave for each occasion when a member of the employee's immediate family or household requires care or support due to personal illness, injury or an unexpected emergency. Unpaid carer's leave granted under this clause will count for service.
- 198. An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid PCL.

### **Evidence**

- 199. An employee's manager may request evidence to support access to paid PCL where:
  - 199.1 the employee is absent from work for a period of four or more consecutive work days, and/or
  - 199.2 The employee has taken eight days or more paid PCL without evidence in a calendar year, for any absence for the remainder of that year.
- 200. Acceptable evidence includes:
  - 200.1 a certificate from a registered health practitioner
  - 200.2 a statutory declaration
  - 200.3 another form of evidence approved by the Agency Head.
- 201. 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.

### **Other matters relating to PCL**

202. Unused PCL will not be paid out on separation.
203. The CEO may approve the anticipation of the next accruing PCL credit where an employee has exhausted all available paid PCL.
204. In exceptional circumstances, and where the employee has exhausted all other forms of paid leave CEO may grant paid PCL for a specified period that will assist the employee until they have returned to duty, or the employee has gained a further accrual of PCL.
205. Where paid PCL credits have been exhausted employees may be granted unpaid PCL.
206. Where leave without pay not to count as service has been granted in the accrual year, PCL accrual will be deferred as follows:
  - 206.1 where aggregated full day leave without pay absences total less than 30 calendar days, the accrual date is not deferred, and
  - 206.2 where aggregated full day leave without pay absences total 30 calendar days or more, the accrual date will be deferred by one calendar month for each 30 day absence.
207. An employee will not, without the employee's consent, be retired on invalidity grounds before the employee's paid PCL credit has expired, except as otherwise provided by legislation.
208. Where an employee:
  - 208.1 has, or cares for someone with, a chronic condition or other ongoing illness; or
  - 208.2 is recovering from surgery; or
  - 208.3 is pregnant; or
  - 208.4 is returning from parental leave or has a child commencing day care;and, as a result of the transition to daily accrual of PCL, does not have sufficient credit to cover an absence for which they would otherwise be able to take PCL, the CEO will advance the employee's accrual up to the 12-month anniversary when their leave would otherwise be credited.
209. An employee who is separated from the APS on the grounds of physical or mental incapacity, and is subsequently re-engaged as a result of action taken under section 75 of the *Superannuation Act 1976*, or the *Superannuation Act 1990*, is entitled to be credited with personal leave equal to the balance of PCL at the time of his or her earlier separation.
210. An employee receiving workers compensation for more than 45 weeks will accrue PCL on the basis of hours actually worked.

### **Personal (sick) Leave**

211. Longer term applications of continuous unpaid personal (sick) leave approved by the delegate will count as service for all purposes.

## **Portability of leave**

212. Where an employee moves into FSANZ from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and PCL will be transferred, provided there is no break in continuity of service.
213. Where an employee is engaged in FSANZ immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and PCL will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
214. Where an employee is engaged as an ongoing employee in FSANZ, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in FSANZ or another agency) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and PCL will be recognised.
215. 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 FSANZ or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and PCL will be recognised.
216. Where an employee is engaged as an ongoing employee in FSANZ, and immediately prior to the engagement the person was employed by a commonwealth employer (other than in the Parliamentary Services which are covered in clause 213), the CEO will recognise any unused accrued PCL at the employee's request. The CEO will advise the employee of their ability to make this request.
217. Where an employee is engaged as an ongoing employee in FSANZ, and immediately prior to the engagement the person was employed by a State or Territory Government, the CEO may recognise any unused accrued PCL, provided there is not a break in continuity of service.
218. For the purposes of clauses 212 to 217, an employee with a break in service of less than 2 months is considered to have continuity of service.

## **Re-crediting of leave**

219. When an employee is on:
  - 219.1 annual leave;
  - 219.2 purchased leave;
  - 219.3 defence reservist leave;
  - 219.4 First Nations ceremonial leave;
  - 219.5 NAIDOC leave;
  - 219.6 cultural leave; or
  - 219.7 long service leave; andbecomes eligible for, under legislation or this agreement:
  - 219.8 PCL; or
  - 219.9 compassionate or bereavement leave; or

- 219.10 jury duty; or
  - 219.11 emergency services leave; or
  - 219.12 leave to attend to family and domestic violence circumstances; or
  - 219.13 parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;
- the affected period of leave will be re-credited.
220. When an employee is on PCL and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.
221. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

### **Long service leave**

222. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
223. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at clauses 219 to 221 of this agreement.

### **Miscellaneous leave**

224. Miscellaneous leave may be granted with or without pay for an appropriate purpose that is not provided for elsewhere in this Agreement.
225. Miscellaneous leave without pay will not be approved until annual and purchased leave credits are exhausted, unless the CEO determines otherwise in exceptional circumstances.
226. Miscellaneous leave will be available to casual employees for the purpose of accessing paid family and domestic violence leave or otherwise by Government directive.

#### **Miscellaneous leave without pay (LWOP) counting for service**

227. Subject to clause 224, the CEO may determine that miscellaneous LWOP counts for service:
- 227.1 when LWOP for personal development and training is in the interests of the agency,  
or
  - 227.2 when LWOP for non-APS employment is in the interests of the agency, and
  - 227.3 provided the employee returns to work in the APS at the completion of the LWOP.
228. Service for LSL purposes is determined in accordance with the LSL Act.
229. Leave accrued while on miscellaneous LWOP to count as service will be offset by any relevant leave entitlements received in non-APS employment.

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

### **NAIDOC leave**

- 230. Employees may access up to one day of paid leave per calendar year to participate in NAIDOC week activities.
- 231. NAIDOC leave can be taken in part days.

### **First Nations ceremonial leave**

- 232. 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.
- 233. The CEO may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- 234. First Nations ceremonial Leave can be taken as part days.
- 235. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

### **Cultural leave**

- 236. 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 employee's particular faith or culture.
- 237. The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 238. Cultural leave can be taken as part days.
- 239. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 230.

## **Parental leave**

- 240. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
- 241. 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.
- 242. 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.
- 243. Conditions in this agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this agreement.

**Payment during parental leave**

- 244. An employee is entitled to parental leave with pay as per clauses 246 and 247 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.
- 245. Employees newly engaged or who have moved to FSANZ from another APS agency are eligible for the paid parental leave in clauses 246 and 247 where such paid leave had not already been provided by another APS or Commonwealth employer in the 24 months since the child’s date of birth or placement. If the paid leave used by the employee with the previous Commonwealth or APS employer is less than the limits specified in clauses 246 and 247 the balance is available to the employee.
- 246. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in **Table 2** below.

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

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

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

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

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

- 248. **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.
- 249. **Rate of payment** during paid parental leave is the same as for an absence on PCL and based on the employee’s weekly hours at the time of the absence.

250. **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**

251. 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:
- 251.1 is under 16 as at the day (or expected day) of placement;
  - 251.2 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
  - 251.3 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
252. 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**

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

#### **Pregnancy loss leave**

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

#### **Premature birth leave**

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

#### **Transitional provisions**

258. 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 257 until after the legislated paid maternity leave is used.



## **Compassionate leave**

259. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- 259.1 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
  - 259.2 the employee or their partner has a miscarriage.
260. An employee may be asked to provide evidence to support their absences on compassionate leave.
261. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
262. For casual employees, compassionate leave is unpaid.

## **Bereavement leave**

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

## **Emergency response leave**

267. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity can get emergency response leave to volunteer for emergency management duties for:
- 267.1 the time engaged in the activity;
  - 267.2 reasonable travelling time; and
  - 267.3 reasonable recovery time.
268. 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.
- 268.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
269. Paid leave may be refused where the employee's role is essential to the agency's response to the emergency.

- 270. 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.
- 271. The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 272. Emergency response leave, with or without pay, will count as service.

### **Jury duty**

- 273. 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.
- 274. 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.
  - 274.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 275. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- 276. 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 FSANZ for the period of absence. This will be administered in accordance with the overpayments clause.

### **Defence reservist leave**

- 277. The CEO will give an employee leave with or without pay to undertake:
  - 277.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
  - 277.2 Australian Defence Force Cadet obligations.
- 278. An employee who is a Defence Reservist can take leave with pay for:
  - 278.1 up to 4 weeks (20 days) in each financial year; and
  - 278.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service.
- 279. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
- 280. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadet means:
  - 280.1 Australian Navy Cadets;
  - 280.2 Australian Army Cadets; and
  - 280.3 Australian Air Force Cadets.
- 281. In addition to the entitlement at clause 277, 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.
- 282. Paid defence reservist leave counts for service.

- 283. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- 284. Unpaid leave taken over 6 months counts as service, except for annual leave.
- 285. An employee will not need to pay their tax-free ADF Reserve salary to their agency for any reason.

### **Defence service sick leave**

- 286. 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:
  - 286.1 war-like service; or
  - 286.2 non-war like service.
- 287. An eligible employee can get 2 types of credits:
  - 287.1 an initial credit of 9 weeks (45 days) defence service sick leave (pro rata for part-time employees) will apply as of at the following dates, whichever is the later:
    - 287.1.1 they start employment with the APS; or
    - 287.1.2 DVA certifies the condition.
  - 287.2 an annual credit of 3 weeks (15 days) defence service sick leave (pro rata for part-time employees).
- 288. 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.
- 289. Unused annual credits can be built up to 9 weeks.
- 290. An employee cannot use annual credits until the initial credit is exhausted.
- 291. Defence service sick leave is paid and counts as service for all purposes.

### **Leave to attend proceedings**

- 292. 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.
- 293. An employee who is not covered under clause 292, 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 FSANZ.
- 294. 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.

295. The CEO may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

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

### **Blood donation**

- 296. 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.
- 297. The employee must inform their manager in advance of when they will be away from work with their manager before donating blood, plasma or platelets.

### **Eye Sight Testing**

- 298. After being employed with FSANZ for three months, employees can request the CEO for approval to get subsidised eye exams every two years. Employees can make more frequent requests for eye reimbursement where they have medical evidence showing they need more regular testing.
- 299. Employees applying for testing at intervals of less than two years should support their application with medical evidence.
- 300. Where corrective lens are prescribed, as a result of eyesight testing or retesting in accordance with clause 298, specifically for use with screen-based equipment, FSANZ will reimburse out of pocket expenses up to:
  - 300.1 \$125 for single vision lens, and
  - 300.2 \$196 for bifocals.
- 301. Visual correction which is recommended for general use, such as reading and driving, will not be reimbursed.

### **Vaccinations**

- 302. FSANZ will offer annual influenza vaccinations at no cost to all employees.
- 303. Where FSANZ requires an employee performing a roles to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

### **Employee Assistance Program**

- 304. 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 FSANZ and will be accessible on paid time.

### **Professional Membership**

- 305. FSANZ will pay for the cost of one annual membership fee or the registration cost of a professional association where membership of the association is an essential requirement for the position.

## **Respect at work**

### **Principles**

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

308. FSANZ will consult with employees and their unions and/or other representatives 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**

309. FSANZ will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
310. FSANZ recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
311. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.
312. An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
  - 312.1 illness or injury affecting the employee resulting from family and domestic violence;
  - 312.2 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;
  - 312.3 providing care or support to a family or 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;
  - 312.4 making arrangements for the employee's safety, or the safety of a close relative;
  - 312.5 accessing alternative accommodation;
  - 312.6 accessing police services;
  - 312.7 attending court hearings;
  - 312.8 attending counselling; and
  - 312.9 attending appointments with medical, financial or legal professionals.

313. 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.
314. 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.
315. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
316. 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.
317. 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.
318. Evidence may be requested to support FSANZ 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 FSANZ will require, unless the employee chooses to provide another form of evidence.
319. 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.
320. FSANZ will take all reasonable measures to treat information relating to family and domestic violence confidentially. FSANZ will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps FSANZ may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
321. Where FSANZ needs to disclose confidential information for purposes identified in clause 320, where it is possible FSANZ will seek the employee's consent and take practical steps to minimize any associated safety risks for the employee and/or privacy breaches.
322. FSANZ 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.
323. Other available support may include, but is not limited to, flexible working arrangements, additional access to Employee Assistance Program, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
324. FSANZ 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.
325. 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**

326. FSANZ 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 FSANZ decisions.

327. 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.
328. Employees can, during their ordinary work hours, take time to:
- 328.1 access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in FSANZ; and
  - 328.2 attend FSANZ-mandated training about integrity.

### **First Nations cultural competency training**

329. 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.
330. Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

### **Lactation and breastfeeding support**

331. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
332. FSANZ will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk. In considering whether a space is appropriate, an agency should consider whether:
- 332.1 there is access to refrigeration;
  - 332.2 the space is lockable; and
  - 332.3 there are facilities needed for expressing such as appropriate seating.
333. FSANZ will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
334. 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.
335. Further information is available in policy.



## **Disaster support**

336. 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.
337. 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.
338. In considering what period of leave is appropriate, the CEO will take into account the safety of the employee, their family and household and advice from local, State and Commonwealth authorities.

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

### **Performance management**

#### **Performance Management and Development**

- 339. Employees must participate in the Performance Management Cycle (PMC) scheme. The PMC scheme runs from 1 August to 31 July each year.
- 340. The PMC guidelines set out performance management processes including responsibilities, rights and obligations of managers and employees in managing performance.

### **Workloads**

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

### **Studies assistance**

- 344. All ongoing employees are eligible to apply for Studies Assistance. However, approval is discretionary and approval should therefore be sought before making a formal commitment to study.
- 345. Studies Assistance for non-ongoing employees may be approved in exceptional circumstances.

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

### **Travel**

#### **Domestic and Overseas Travel**

346. Reasonable travel assistance, subject to approval, will be payable to an employee who undertakes travel on official business and is required to be absent overnight. Travel assistance is in addition to the cost of conveyance and is paid on the basis that employees are not out of pocket for the reasonable costs of accommodation, meals and incidentals incurred while travelling on official business.

#### **Motor Vehicle Use**

347. An employee may be authorised to use a private motor vehicle owned or hired by the employee for official purposes where the use of the private motor vehicle will result in greater efficiency. The employee will be paid the lesser of the per kilometre allowance as advised by the ATO or the equivalent fares.

### **Relocation assistance**

348. Where an existing employee is required to relocate at the request of FSANZ (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.
349. Where an employee is required to relocate on engagement with FSANZ, the employee will be provided with financial relocation assistance.
350. Reasonable expenses associated with the relocation include:
- 350.1 the cost of transport of the employee, dependants and partner by the most economical means;
  - 350.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
  - 350.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
  - 350.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
351. Additional relocation assistance may be considered at CEO discretion.

# Section 10: Consultation, representation and dispute resolution

## Consultation

### Principles

352. 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.
353. FSANZ recognises:
- 353.1 the importance of inclusive and respectful consultative arrangements;
  - 353.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - 353.3 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;
  - 353.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - 353.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
354. Genuine and effective consultation involves:
- 354.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
  - 354.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
  - 354.3 considering feedback from employees and the relevant union(s) in the decision-making process; and
  - 354.4 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

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

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

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

356. FSANZ, 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 FSANZ. 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**

357. This clause applies if FSANZ:

357.1 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

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

**Representation**

358. 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.

359. FSANZ must recognise the representative if:

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

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

**Major change**

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

360.1 the termination of the employment of employees; or

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

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

360.4 the alteration of hours of work; or

360.5 the need to retrain employees; or

360.6 the need to relocate employees to another workplace; or

360.7 the restructuring of jobs.

361. The following additional consultation requirements in clauses 362 to 368 apply to a proposal to introduce a major change referred to in clause 355.3.

362. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 356.
363. Where practicable, a FSANZ 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.
364. FSANZ must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
365. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 356, FSANZ must:
- 365.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
    - 365.1.1 the proposed change;
    - 365.1.2 the effect the proposed change is likely to have on the employees; and
    - 365.1.3 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
  - 365.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
    - 365.2.1 all relevant information about the proposed change, including the nature of the change proposed; and
    - 365.2.2 information about the expected effects of the proposed change on the employees; and
    - 365.2.3 any other matters likely to affect the employees.
366. FSANZ 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.
367. However, FSANZ is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
368. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of FSANZ, the requirements set out in clauses 362 to 368 are taken not to apply.

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

369. The following additional consultation requirements in clauses 370 to 373 apply to a proposal to introduce a change referred to in 355.5.
370. FSANZ must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
371. As soon as practicable after proposing to introduce the change, FSANZ must:
- 371.1 discuss with employees and the relevant union(s) and/or other recognised representatives the proposed introduction of the change; and
  - 371.2 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:

371.2.1 all relevant information about the proposed change, including the nature of the proposed change; and

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

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

371.3 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).

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

373. FSANZ 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**

374. 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**

375. The CEO may establish an agency consultative committee to discuss relevant workplace matters.

376. A FSANZ consultative committees will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.

#### **APS consultative committee**

377. 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**

378. If a dispute relates to:

378.1 a matter arising under the agreement; or

378.2 the NES;

this term sets out procedures to settle the dispute.

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

380. 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.

381. 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.
382. 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 381 have been taken, a party to the dispute may refer the dispute to the FWC.
383. The FWC may deal with the dispute in 2 stages:
- 383.1 the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- 383.2 if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
- 383.2.1 arbitrate the dispute; and
- 383.2.2 make a determination that is binding on the parties.
- Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the FWC 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.*
384. While the parties are attempting to resolve the dispute using the procedures in this term:
- 384.1 an employee must continue to perform their work as they would normally in accordance with established custom and practice at FSANZ that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
- 384.2 subject to clause 384.1, 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:
- 384.2.1 the work is not safe; or
- 384.2.2 applicable work health and safety legislation would not permit the work to be performed; or
- 384.2.3 the work is not appropriate for the employee to perform; or
- 384.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.
385. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
386. Any disputes arising under the Agreement for the Employees of Food Standards Australia New Zealand 2016-2019 or the NES that were formally notified under clause 224 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**

387. Where the provisions of clauses 378 to 382 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 379, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the FWC arising from referral of the matter in clause 382.

## **Delegates' rights**

- 388. 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 FSANZ.
- 389. The role of union delegates is to be respected and supported.
- 390. FSANZ and union delegates will work together respectfully and collaboratively.

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

- 391. FSANZ respects the role of union delegates to:
  - 391.1 provide information, consult with and seek feedback from employees in the workplace on workplace matters;
  - 391.2 consult with other delegates and union officials, and get advice and assistance from union officials;
  - 391.3 represent the interests of members to the employer and industrial tribunals; and
  - 391.4 represent members at relevant union forums, consultative committees or bargaining.
- 392. FSANZ 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.
- 393. 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.
- 394. To support the role of union delegates, FSANZ will, subject to legislative and operational requirements, including privacy and security requirements:
  - 394.1 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;
  - 394.2 advise union delegates and other union officials of FSANZ facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
  - 394.3 allow reasonable official union communication appropriate to FSANZ 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;
  - 394.4 provide access to new employees as part of induction; and

- 394.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
395. 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 FSANZ before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

# Section 11: Separation and retention

## Resignation

396. An employee may resign from their employment by giving the CEO at least 14 calendar days notice.
397. 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.
398. The CEO has the discretion to agree to a shorter period of notice or waive the requirement to give notice.
399. 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

### Excess Staff

#### *Definition*

400. An employee is 'excess' when:
  - they are included in a group of employees within FSANZ, comprising a greater number than is necessary for the efficient and economical working of FSANZ
  - due to technological or other changes in the work methods of FSANZ, or structural or other changes in the nature, extent or organisation of the functions of FSANZ, the services of the employee cannot be effectively used, or
  - 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 the provisions of this clause may apply to that employee.

### Eligible Staff

401. The provisions of this section do not apply to:
  - 401.1 non-ongoing employees
  - 401.2 employees who are on probation or who are still within the minimum employment period as defined in the FW Act, or
  - 401.3 an employee whose employment is terminated as a result of misconduct and is in breach of the Code of Conduct, or on any other grounds specified in section 29(3) of the PS Act, other than section 29(3)(a).

## **CEO's powers**

402. The powers of the CEO with regard to excess employees allow the CEO to:
- 402.1 reassign duties to an employee within the agency and determine the place at which the duties are performed
  - 402.2 consider options for redeployment of the employee to another APS agency
  - 402.3 reduce the classification level of an employee on the grounds that the employee is excess to the requirements of FSANZ at the higher classification level
  - 402.4 terminate the employment of an ongoing employee on the grounds that the employee is excess to the requirements of FSANZ.

## **Redeployment and Discussions with Employees**

403. When the CEO is aware that an employee is likely to become excess, the CEO will advise the employee at the earliest practicable time.
404. An individual employee who has been identified as potentially excess may:
- 404.1 request the CEO to refer matters relating to their situation to a chosen representative, and
  - 404.2 request that a chosen representative accompany the employee to any meetings in which his or her situation is discussed.

## **Consultation**

405. A consultation period of at least one month will occur with the employee and the employee's representative, unless the employee consents to a shorter period, to consider:
- 405.1 reasons why the employee is considered likely to become excess
  - 405.2 actions that might be taken to reduce the likelihood of the employee becoming excess, including job swaps or expressions of interest in voluntary redundancy from unaffected employees, and
  - 405.3 redeployment opportunities for the employee within FSANZ or another APS agency.
406. At the end of the consultation period the CEO may declare an employee excess, having regard to:
- 406.1 the recommendation of the manager
  - 406.2 any statement made by the employee or the employee's representatives, and
  - 406.3 the likelihood of the employee being able to be reassigned elsewhere within FSANZ or the APS.
407. During the retention period, FSANZ will pursue redeployment opportunities for the excess employee within FSANZ and across the APS consistent with the APS Redeployment Policy. FSANZ will consult with the employee and their representatives where such a situation may be likely.

### **Voluntary Retrenchment**

408. The CEO may invite employees who are not potentially excess, to express interest in voluntary retrenchment where those retrenchments would permit the redeployment of employees who are potentially excess.
409. Where the CEO invites an employee to do so, the employee will have one month to elect for voluntary retrenchment. Only one offer of voluntary retrenchment will be made to an employee. The CEO will not give notice of retrenchment 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).
410. Where an employee has not already received the following information within that month, he or she must be given information on the:
- 410.1 amounts (gross and net figures) of severance pay, pay in lieu of notice and pay in lieu of accumulated and pro rata leave
  - 410.2 amount of accumulated superannuation contributions, and
  - 410.3 options open to the employee concerning superannuation,
  - 410.4 that are available to the employee.
411. The employee should also receive financial (including the taxation implications of accepting a redundancy) and/or career counselling within this month and may be granted financial assistance up to a total maximum of \$1000 for this purpose.

### **Period of Notice**

412. Where the employee agrees to be voluntarily retrenched, the CEO can approve the employee's retrenchment and upon approval will give the required period of notice of termination under section 29 of the PS Act. 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).
413. Where an employee is retrenched at the beginning of, or within, the notice period, he or she will receive payment in lieu of notice for the unexpired portion of the notice period.

### **Severance Benefit**

414. An employee who agrees to be retrenched under clause 408 and whose employment is terminated by the CEO under section 29 of the PS Act on the grounds that they are excess to requirements, is entitled to be paid a sum equal to two weeks salary for each completed year of service, subject to clause 415, plus a pro rata payment for completed months of service since the last completed year of service.
415. The minimum severance benefit payable will be four weeks salary and the maximum will be 48 weeks salary.
416. The severance benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during their period of service and the employee has less than 24 years full-time service.
417. For earlier periods of service to count there must be no breaks between the periods of service, except where:

- 417.1 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
  - 417.2 the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.
418. The severance benefit as calculated in accordance with clause 414 above is to be at least consistent with, or greater than, the benefits an employee would receive in accordance with the National Employment Standards (NES). Therefore, an excess employee, when offered a choice of accepting a redundancy payment, or electing to work during a retention period, may:
- 418.1 take the APS voluntary redundancy entitlement, adjusted where necessary to take account of any minimum entitlement under the NES, or
  - 418.2 elect for a retention period; the duration of which is reduced by an amount equivalent to the NES redundancy entitlement calculated as at the expiration of the adjusted retention period.
419. Other than the exceptions referred to in clauses 420 and 421 below, service for severance pay purposes means:
- 419.1 service in FSANZ
  - 419.2 Government service as defined in section 10 of the *Long Service Leave Act 1976*
  - 419.3 service with the Commonwealth (other than service with a Joint Commonwealth/State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes
  - 419.4 service with the ADF
  - 419.5 APS service immediately preceding deemed resignation under the repealed section 49 of the *Public Service Act 1922*, if service has not previously been recognised for severance pay purposes, and
  - 419.6 service in another organisation where an employee was
    - 419.6.1 moved from the APS to that organisation with a transfer of function, or
    - 419.6.2 engaged by that organisation on work within a function is engaged in the APS as a result of the transfer of that function to the APS; and such service is recognised for long service leave purposes.
420. Any period of service that ceased:
- 420.1 through termination on the following grounds, or on a ground equivalent to any of the following grounds:
    - 420.1.1 the employee lacks, or has lost, an essential qualification for performing his or her duties
    - 420.1.2 non-performance, or under performance, of duties
    - 420.1.3 inability to perform duties because of physical or mental incapacity
    - 420.1.4 failure to satisfactorily complete an entry level training course

- 420.1.5 failure to meet a condition imposed under subsection 22(6) of the PS Act, or
  - 420.1.6 a breach of the Code of Conduct, or
  - 420.2 on a ground equivalent to a ground listed in subparagraph (a) above under the repealed Public Service Act 1922, or
  - 420.3 through voluntary retirement at or above the minimum retiring age applicable to the employee, or
  - 420.4 with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit,
  - 420.5 will not count as service for severance pay purposes.
421. Absences from work that do not count as service for any purpose will not count as service for severance pay purposes.

#### **Rate of Payment - Severance Benefit**

422. For the purpose of calculating any payment under clause 414, salary will include:
- 422.1 the employee's salary. or
  - 422.2 the salary of the higher classification, where the employee has performed at the higher level for a continuous period of at least 12 months immediately preceding the date on which he or she is given notice of retrenchment, and
  - 422.3 other allowances in the nature of salary which are paid during periods of recreation leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

### **Involuntary Retrenchment**

#### **Retention Periods**

423. Unless the employee agrees to voluntary retrenchment in accordance with clause 408, an excess employee may be retrenched, but only after the following retention periods have elapsed:
- 423.1 56 weeks where an employee has 20 or more years of service or is over 45 years of age, or
  - 423.2 30 weeks for other employees.

Note: In accordance with clause 418, the 30 week and 56-week retention periods will be reduced by the employee's entitlement to a NES redundancy payment.

424. The retention period will commence on the earlier of the following:
- 424.1 the day the employee is advised in writing by the CEO that the employee is an excess employee, or
  - 424.2 one month after the day on which the CEO invites the employee to elect to be retrenched.
425. During the retention period the CEO:

- 425.1 will continue to take reasonable steps to find alternative employment for the excess employee, and/or
  - 425.2 may, with four weeks notice, reduce the excess employee's classification as a means of securing alternative employment for the excess employee. 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.
426. During the retention period the employee:
- 426.1 will actively pursue alternative employment, and
  - 426.2 undertake appropriate learning and development.
427. The retention period as provided for in clause 423 may be extended by periods of up to 12 weeks for extended periods of personal/carers leave, where supported by acceptable medical evidence.
428. FSANZ may pay an excess employee the reasonable travel and incidental expenses incurred by that employee in seeking alternative employment where these are not met by the prospective employer.
429. Where the CEO is satisfied that there is insufficient productive work available for the employee during the remainder of their retention period and that there is no reasonable redeployment prospects in the APS, the CEO may terminate the employee's employment under section 29 of the PS Act on the grounds that the employee is excess to requirements.
430. Upon termination the employee will be paid a lump sum comprising:
- 430.1 the balance of the retention period (as shortened for the NES under clause 418) and this payment will be taken to include the payment in lieu of notice or termination of employment, and
  - 430.2 an additional redundancy payment equal to the amount the retention period was shortened by under clause 418 above (i.e. the NES component).
431. An excess employee will not be retrenched under clause 423 if the employee has not been invited to elect to be voluntarily retrenched, or has elected to be retrenched under clause 408 but the CEO refuses to approve it.
432. 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 be involuntarily retrenched. The notice period will be concurrent with the retention period, wherever possible.



# Attachment A – Base salaries

Table 4 Salaries payable under this agreement

<u>Classification</u>	<u>Salary Levels - Pay Points</u>	<u>As at 31 August 2023</u>	<u>From the later of commencement of the agreement or 14 March 2024</u>	<u>From 13 March 2025</u>	<u>From 12 March 2026</u>
<u>EL2</u>	EL2.6	\$159,657	\$166,043	\$172,353	\$178,213
	EL2.5	\$156,899	\$163,175	\$169,376	\$175,135
	EL2.4	\$150,467	\$156,486	\$162,432	\$167,955
	EL2.3	\$145,596	\$151,420	\$157,174	\$162,518
	EL2.2	\$137,511	\$143,011	\$148,445	\$153,492
	EL2.1	\$129,527	\$134,708	\$139,827	\$144,581
<u>EL1</u>	EL1.3	\$122,221	\$127,110	\$131,940	\$136,426
	EL1.2	\$115,971	\$120,610	\$125,193	\$129,450
	EL1.1	\$109,721	\$114,110	\$118,446	\$122,473
<u>APS 6</u>	APS6.5*	-	-	-	*\$111,701
	APS6.4	\$99,774	\$103,765	\$107,708	\$111,370
	APS6.3	\$94,649	\$98,435	\$102,176	\$105,650
	APS6.2	\$90,121	\$93,726	\$97,288	\$100,596
	APS6.1	\$87,718	\$91,227	\$94,694	\$99,734
<u>APS 5</u>	APS5.4*	-	-	-	*\$96,829
	APS5.3	\$85,272	\$88,683	\$92,053	\$95,183
	APS5.2	\$81,723	\$84,992	\$88,222	\$91,222
	APS5.1	\$79,243	\$82,413	\$85,545	\$88,834

\*Available from 12 March 2026

APS 4	APS4.4	<u>\$78,285</u>	<u>\$81,416</u>	<u>\$84,510</u>	<u>\$87,383</u>
	APS4.3	<u>\$75,211</u>	<u>\$78,219</u>	<u>\$81,191</u>	<u>\$83,951</u>
	APS4.2	<u>\$73,309</u>	<u>\$76,241</u>	<u>\$79,138</u>	<u>\$81,829</u>
	APS4.1	<u>\$71,048</u>	<u>\$73,890</u>	<u>\$76,698</u>	<u>\$79,306</u>
APS 3	APS3.3	<u>\$70,303</u>	<u>\$73,115</u>	<u>\$75,893</u>	<u>\$78,473</u>
	APS3.3	<u>\$67,060</u>	<u>\$69,742</u>	<u>\$72,392</u>	<u>\$74,853</u>
	APS3.2	<u>\$65,400</u>	<u>\$68,016</u>	<u>\$70,601</u>	<u>\$73,001</u>
	APS3.1	<u>\$63,746</u>	<u>\$66,296</u>	<u>\$68,815</u>	<u>\$71,155</u>
APS 2	APS2.5	<u>\$62,983</u>	<u>\$65,502</u>	<u>\$67,991</u>	<u>\$70,303</u>
	APS2.4	<u>\$60,551</u>	<u>\$62,973</u>	<u>\$65,366</u>	<u>\$67,588</u>
	APS2.3	<u>\$59,016</u>	<u>\$61,377</u>	<u>\$63,709</u>	<u>\$65,875</u>
	APS2.2	<u>\$57,505</u>	<u>\$59,805</u>	<u>\$62,078</u>	<u>\$64,189</u>
	APS2.1	<u>\$55,965</u>	<u>\$58,204</u>	<u>\$60,416</u>	<u>\$62,775</u>
APS 1	APS1.4	<u>\$55,468</u>	<u>\$57,687</u>	<u>\$59,879</u>	<u>\$61,915</u>
	APS1.3	<u>\$52,496</u>	<u>\$54,596</u>	<u>\$56,671</u>	<u>\$58,598</u>
	APS1.2	<u>\$51,114</u>	<u>\$53,159</u>	<u>\$55,179</u>	<u>\$57,497</u>
	APS1.1	<u>\$49,454</u>	<u>\$52,000</u>	<u>\$54,516</u>	#

#Removed from 12 March 2026

**Table 5 Legal Officers**

Classification	Salary Levels - Pay Points	As at	From the later of commencement of the agreement or	From	From
		31 August 2023	14 March 2024	13 March 2025	12 March 2026
		-	-	-	-
EL2 (Legal 2)	Max	\$160,996	\$167,436	\$173,799	\$179,708
	Min	\$145,741	\$151,571	\$157,331	\$162,680
Legal 1.9	-	\$135,484	\$140,903	\$146,257	\$151,230
Legal 1.8	-	\$118,475	\$123,214	\$127,896	\$132,244
Legal 1.7	-	\$109,721	\$114,110	\$118,446	\$122,473
Legal 1.6	-	\$99,774	\$103,765	\$107,708	\$111,370
Legal 1.5	-	\$90,646	\$94,272	\$97,854	\$101,181
Legal 1.4	-	\$87,718	\$91,227	\$94,694	\$97,914
Legal 1.3	-	\$79,760	\$82,950	\$86,102	\$89,029
Legal 1.2	-	\$74,957	\$77,955	\$80,917	\$83,668
Legal 1.1	-	\$70,059	\$72,861	\$75,630	\$78,201

**Table 6 Allowances**

Classification	As at 31 August 2023	Weekly rate on commencement	Weekly rate Year 2	Weekly rate Year 3
	Weekly rate	14 March 2024	13 March 2025	12 March 2026
Workplace responsibility allowance	\$19.00	\$19.76	\$20.51	\$21.21

# Attachment B – Salary Barrier and Advancement Provisions for Legal Officers

## LEGAL 1

### Salary on engagement, promotion or movement

1. On engagement to the local designation of a Legal 1 broadband, an employee shall be paid at the minimum salary point unless:
  - 1.1 the CEO determines otherwise, or:
  - 1.2 the employee:
    - 1.2.1 has been admitted as a practitioner of the High Court or the Supreme Court of a State or Territory, and
    - 1.2.2 has served under articles of clerkship for a period of not less than one year, or
    - 1.2.3 before being so admitted, successfully completed a course of training in the Legal Workshop conducted by the Faculty of Law at the Australian National University or a comparable course in Australia, or
    - 1.2.4 has gained experience, which, in the opinion of the CEO, is equivalent to the experience of a person who has satisfied the above.
  - 1.3 in which case the employee will be paid at the second salary point or at such higher rate determined by the CEO.
2. On promotion or movement to the local designation of a Legal 1 broadband an employee shall be paid at the minimum salary point or, where the employee is currently receiving salary in excess of that rate, at an appropriate rate determined by the CEO.
3. An employee shall not be paid salary on engagement, promotion or movement at a rate exceeding the seventh salary point unless the employee meets the conditions specified in clause 1.2 of this Attachment.

### Salary advancement

4. An employee who meets the conditions specified in clause 1.2 of this Attachment shall be advanced through the salary scale subject to performance ratings and the conditions specified in clause 5 of this Attachment.
5. Where an employee has completed at least 6 months service as a Legal 1 and attained a performance rating shown in Column 1 of Table 7, the employee is entitled to be advanced by the number of salary points specified in Column 2 corresponding to the performance rating attained by the employee.

**Table 7**

Column 1 - Performance rating	Column 2 - Rate of advancement
Unsatisfactory, or such equivalent ratings as described in the relevant policy	No advancement

Needs Improvement, or such equivalent ratings as described in the relevant policy	No advancement
Fully Effective, or an equivalent rating as described in the relevant policy	Advancement by one salary point
Superior, or such equivalent ratings as described in the relevant policy,	Advancement by 2 salary points
Outstanding, or such equivalent ratings as described in the relevant policy	Advancement by 3 salary points

6. In addition to the performance requirements in clause 5 of this Attachment, movements between the APS3, APS4, APS5 and APS6 classifications will be subject to
  - 6.1 there being sufficient work available at the higher classification level, and
  - 6.2 the employee having the necessary skills and proficiencies to perform that work.
7. Notwithstanding clauses 4 and 5, an employee shall not be advanced beyond the 6th salary point in the scale unless:
  - 7.1 there is sufficient work available at the higher classification level
  - 7.2 the employee has the necessary skills and proficiencies to perform the work, and
  - 7.3 the employee has performed work at the higher level for a minimum period of 6 months and attained a performance rating of fully effective, superior or outstanding, (or such equivalent ratings as described in the relevant policy), shown in Column 1 of Table 7.
8. Where the provisions of clause 7 of this Attachment B are satisfied, the employee shall advance to the seventh salary point.
9. An employee shall not advance beyond the seventh salary point until they have completed 6 months eligible service at the seventh salary point and met the conditions specified in clause 1.2 of this Attachment.

## **LEGAL 2**

### **Promotion**

10. Advancement to the local designation of Legal 2 will be by selection on the basis of merit via a formal selection process.

### **Salary advancement**

11. Where an employee has completed at least 6 months eligible service as a Legal 2, and attained a performance rating of fully effective, superior or outstanding, (or such equivalent ratings as described in the relevant policy), shown in Column 1 of Table 7, the employee shall be advanced within the Legal 2 classification.

## ATTACHMENT C

### FORMAL ACCEPTANCE OF THIS AGREEMENT

This Enterprise Agreement is made in accordance with Part 2-4 of the Fair Work Act 2009 (FW Act) and approved under Part 2-4, Division 4 of the FW Act.

By signing below, the parties covered by the Food Standards Australia New Zealand Enterprise Agreement 2024-2027, signify their agreement to its terms.

Dated: 08/02/2024



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Dr Sandra Cuthbert

Chief Executive Officer, Food Standards Australia New Zealand on behalf of the Minister for Health in respect of employees employed by Food Standards Australia New Zealand.

Level 4  
15 Lancaster Place  
Majura Park  
ACT 2609

Dated: 08/02/2024



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Melissa Payne

Assistant National Secretary, Community and Public Sector Union  
1/54-58 Foveaux Street, Surry Hills NSW 2010

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2024/294 - Application for approval of the Food Standards Australia New Zealand Enterprise Agreement 2024-2027

Applicant:  
Food Standards Australia New Zealand


Section 185 – Application for approval of a single enterprise agreement

## Undertaking – Section 190

I, Dr Sandra Cuthbert, Chief Executive Officer have the authority given to me by Food Standards Australia New Zealand to give the following undertakings with respect to the Food Standards Australia New Zealand Enterprise Agreement 2024-2027 (“the Agreement”):

1. To provide the public holiday penalty rate of 250% as prescribed by the Australian Public Service Enterprise Award 2015 clause 15.4

This undertaking is 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

28.2.2024

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Date