



Australian Government
Cancer Australia

ENTERPRISE AGREEMENT

2024-2027

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PART A OPERATION OF THE AGREEMENT

TITLE

This agreement will be known as the Cancer Australia Enterprise Agreement 2024-2027.

PARTIES TO THE AGREEMENT

1. This agreement covers:
 - 1.1. the Chief Executive Officer, for and on behalf of the Commonwealth of Australia as the employer;
 - 1.2. all employees in Cancer Australia employed under the *PS Act other than*:
 - 1.2.1. Senior Executive Service employees or equivalent;
 - 1.2.2. all non-SES employees employed under the PS Act; and
 - 1.3. subject to notice being given in accordance with section 183 of the FW Act, and the following employees which were a bargaining representative for this agreement:
 - 1.3.1. Community and Public Sector Union (CPSU).

OPERATION OF THIS AGREEMENT

2. This agreement commences operation 7 days following approval by the Fair Work Commission.
3. This agreement will nominally expire on 28 February 2027.

CONSULTATION

Principles

4. 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.
5. Cancer Australia recognises:
 - 5.1. the importance of inclusive and respectful consultative arrangements;
 - 5.2. employees and the relevant union(s) should have a genuine opportunity to influence decisions;
 - 5.3. 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;
 - 5.4. consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
 - 5.5. the benefits of employee and union involvement and the right of employees to be represented by their union.
6. Genuine and effective consultation involves:
 - 6.1. providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
 - 6.2. providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
 - 6.3. considering feedback from employees and the relevant union(s) in the decision-making process; and
 - 6.4. 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*

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

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

9. This clause applies if Cancer Australia:
 - 9.1. 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
 - 9.2. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

10. 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.
11. Cancer Australia must recognise the representative if:
 - 11.1. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 11.2. the employee or employees advise the employer of the identity of the representative.

Major change

12. In this clause, a major change is likely to have a significant effect on employees if it results in, for example:
 - 12.1. the termination of the employment of employees; or
 - 12.2. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - 12.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 12.4. the alteration of hours of work; or
 - 12.5. the need to retrain employees; or
 - 12.6. the need to relocate employees to another workplace; or
 - 12.7. the restructuring of jobs.
13. The following additional consultation requirements in clause 14 to 20 apply to a proposal to introduce a major change referred to in clause 7.3.

14. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 8
15. Where practicable, a Cancer Australia 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.
16. Cancer Australia must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
17. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 8, Cancer Australia must:
 - 17.1. discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - 17.1.1. the proposed change;
 - 17.1.1.1. the effect the proposed change is likely to have on the employees; and
 - 17.1.1.2. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - 17.1.2. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - 17.1.2.1. all relevant information about the proposed change, including the nature of the change proposed; and
 - 17.1.2.2. information about the expected effects of the proposed change on the employees; and
 - 17.1.2.3. any other matters likely to affect the employees.
18. Cancer Australia 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.
19. However, Cancer Australia is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
20. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Cancer Australia, the requirements set out in clauses 14 to 18 are taken not to apply.

Change to regular roster or ordinary hours of work

21. The following additional consultation requirements in clause 22 to 25 apply to a proposal to introduce a change referred to in clause 7.5.
22. Cancer Australia must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
23. As soon as practicable after proposing to introduce the change, Cancer Australia must:
 - 23.1. discuss with employees and the relevant union(s) and/or other recognised representatives:
 - 23.1.1. the proposed introduction of the change; and
 - 23.2. for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - 23.2.1. all relevant information about the proposed change, including the nature of the proposed change; and
 - 23.2.2. information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - 23.2.3. information about any other matters that the employer reasonably believes are likely to affect the employees; and

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

25. 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

26. The CEO may establish a Cancer Australia consultative committee (Workplace Relations Committee WRC) to discuss relevant workplace matters.
27. Cancer Australia Workplace Relations Committee (WRC) 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

28. 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.

CLOSED COMPREHENSIVE AGREEMENT

29. 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.
30. This agreement will be supported by policies and guidelines, as implemented and varied from time-to-time following consultation with the WRC.
31. 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

32. The CEO and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- 32.1. the arrangement deals with 1 or more of the following matters:
- 32.1.1. arrangements about when work is performed;
 - 32.1.2. overtime rates;
 - 32.1.3. penalty rates;
 - 32.1.4. allowances;
 - 32.1.5. remuneration;
 - 32.1.6. leave and leave loading; and
- 32.2. the arrangement meets the genuine needs of Cancer Australia and the employee in relation to one or more of the matters mentioned in clause 32.1; and
- 32.3. the arrangement is genuinely agreed to by the CEO and employee.
33. The CEO must ensure that the terms of the individual flexibility arrangement:

- 33.1. are about permitted matters under section 172 of the FW Act; and
 - 33.2. are not unlawful terms under section 194 of the FW Act; and
 - 33.3. result in the employee being better off overall than the employee would be if no arrangement was made.
34. The CEO must ensure that the individual flexibility arrangement:
- 34.1. is in writing; and
 - 34.2. includes the name of the employer and employee; and
 - 34.3. is signed by the CEO and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - 34.4. includes details of:
 - 34.4.1. the terms of the enterprise agreement that will be varied by the arrangement; and
 - 34.4.2. how the arrangement will vary the effect of the terms; and
 - 34.4.3. 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
 - 34.5. states the day on which the arrangement commences.
35. The CEO must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
36. The CEO or employee may terminate the individual flexibility arrangement:
- 36.1. by giving no more than 28 days written notice to the other party to the arrangement; or
 - 36.2. if the CEO and employee agree in writing - at any time.
37. Cancer Australia and employee are to review the individual flexibility arrangement at least every 12 months.

DELEGATIONS

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

NATIONAL EMPLOYMENT STANDARDS (NES) PRECEDENCE

39. 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 Cancer Australia in any respect when compared with the NES.

DEFINITIONS

40. For the purposes of this Agreement the following definitions apply:

Agency Head means the Chief Executive Officer (CEO) of Cancer Australia or the person authorised by the CEO as their delegate.

Agreement means *The Cancer Australia Enterprise Agreement 2023-2027*;

APS means the Australian Public Service;

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.

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

CA means Cancer Australia, or its successor however described;

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

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

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

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

Chief Executive Officer or CEO means the person for the time being holding or performing the duties of the office of the Chief Executive Officer, Cancer Australia;

Classification means the approved classifications as defined by the *Public Service Classification Rules 2000*.

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

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

Delegate means someone to whom a power or authority 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) 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 *FW Act* as amended from time to time.

Manager for the purposes of this agreement 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 for a specified term or for the duration of a specified task in accordance with section 22(2)(b) of the PS Act, consistent with the FW Act

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

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

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

Ordinary time rate means an employee's standard (hourly) rate of pay;

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

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

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 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.

PDP means the Cancer Australia Performance Development Program referred to in clause 82;

PS Act means the *PS Act* (Cth) as amended from time to time;

Relevant employee means an affected employee.

Secondary caregiver 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.

SES means the Senior Executive Service as defined in the PS Act;

Usual place of work means:

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

INTERPRETATION

In this Agreement:

- a. a reference to legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- b. a singular word includes the plural, and vice versa;
- c. a word which suggests one gender includes the other genders;
- d. if a word is defined, another part of speech has the corresponding meaning;
- e. if an example is given of anything (including a right or obligation), such as by saying it includes something else, the example does not limit the scope of that thing; and
- f. a reference to monetary units refers to units of Australian currency.

PART B WORK ENVIRONMENT, EMPLOYEE SUPPORT AND WORKPLACE CULTURE

INTEGRITY IN THE APS

41. Cancer Australia 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 Cancer Australia decisions.
42. 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*.
43. Employees can, during their ordinary work hours, take time to:
 - 43.1. access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the agency
 - 43.2. attend Cancer Australia mandated training about integrity.

RESPECT AT WORK

Principles

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

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

FIRST NATIONS CULTURAL COMPETENCY TRAINING

47. 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.
48. 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.

FAMILY AND DOMESTIC VIOLENCE SUPPORT

49. Cancer Australia will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
50. Cancer Australia recognises that a holistic approach should be taken to support the

- employee, appropriate for the employee's individual circumstances.
51. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.
 52. 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:
 - 52.1. illness or injury affecting the employee resulting from family and domestic violence;
 - 52.2. providing care or support to a family or household member who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
 - 52.3. 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;
 - 52.4. making arrangements for the employee's safety, or the safety of a close relative;
 - 52.5. accessing alternative accommodation;
 - 52.6. accessing police services;
 - 52.7. attending court hearings;
 - 52.8. attending counselling; and
 - 52.9. attending appointments with medical, financial or legal professionals.
 53. 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.
 54. 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.
 55. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
 56. 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.
 57. 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.
 58. Evidence may be requested to support Cancer Australia 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 Cancer Australia will require, unless the employee chooses to provide another form of evidence.
 59. 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.
 60. Cancer Australia will take all reasonable measures to treat information relating to family and domestic violence confidentially. Cancer Australia will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps Cancer Australia may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
 61. Where Cancer Australia needs to disclose confidential information for purposes identified in clause 12, where it is possible Cancer Australia will seek the employee's consent and take practical steps to minimize any associated safety risks for the employee and/or privacy breaches.
 62. Cancer Australia 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.

63. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
64. Cancer Australia 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.
65. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

DISASTER SUPPORT

66. 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.
67. 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.
68. 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.

VACCINATIONS

69. Cancer Australia will offer annual influenza vaccinations at no cost to all employees.
70. Where Cancer Australia requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

EMPLOYEE HEALTH – EYESIGHT TESTING

71. Employees may request access to subsidized eyesight testing at two-yearly intervals, unless the employee provides medical evidence indicating that further testing is necessary.
72. Cancer Australia will reimburse (where not otherwise reimbursed under Medicare or private health insurance arrangements) up to a maximum of \$193 prescription eyewear at two-yearly intervals.

EMPLOYEE ASSISTANCE PROGRAM

73. 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 Cancer Australia and will be accessible on paid time.

BLOOD DONATION

74. 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.
75. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma, or platelets.

LACTATION AND BREASTFEEDING SUPPORT

76. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
77. Cancer Australia will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 78. In considering whether a space is appropriate, an agency should consider whether:
 - 77.1. there is access to refrigeration.
 - 77.2. the space is lockable.
 - 77.3. there are facilities needed for expressing such as appropriate seating.
78. Where it is not practicable for a Cancer Australia site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
79. Cancer Australia will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
80. 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 change over time.
81. Further information is available in policy.

PART C PERFORMANCE DEVELOPMENT

82. Employees must participate in the agency's Performance Development Program (PDP). The performance management cycle runs from July to June each year.
83. The performance management guidelines set out the performance management processes, including responsibilities, rights and obligations of managers and employees in managing performance.
84. Performance assessment and feedback is an ongoing process between the supervisor and employee. The PDP operates on a 'no surprises' principle, which means that staff should be kept regularly informed by their supervisor of their performance throughout the entire PDP cycle.

WORKLOADS

85. Cancer Australia 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.
86. When determining workloads for an employee or group of employees, Cancer Australia will consider the need for employees to strike a balance between their work and personal life.
87. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, Cancer Australia 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.

UNDERPERFORMANCE

88. Further information can be found in the *Managing Underperformance Guidelines*. The guidelines do not apply to:
 - employees who are subject to a period of probation, during the probationary period;
 - non-ongoing employees;
 - cases of suspected breaches of the Code of Conduct;
 - cases where there is a medically supported health-related reason for the unsatisfactory performance; and
 - loss of essential qualifications.

STUDY ASSISTANCE

89. Cancer Australia is committed to uplifting capability by supporting employees to develop for their current and future roles.
90. Study assistance is designed to support employees to undertake approved formal courses of study at tertiary and higher education institutions and other vocational education courses, where the study is agreed as part of an employee's PDP.
91. The CEO may approve financial assistance beyond \$1,500 per subject (including GST) on a case-by-case basis, with a maximum of \$6,000 per year
92. The CEO may approve study leave for up to 7.5 hours per week for all employees.

PART D REMUNERATION

SALARY INCREASE

93. Salary rates will be as set out in Attachment A – Base Salaries to this agreement.
94. The base salary rates in Attachment A – Base Salaries include the following increases:
 - 94.1. **4.0** per cent from the first full pay period on or after 1 March 2024 (the 14 March 2024);
 - 94.2. **3.8** per cent from the first full pay period on or after 1 March 2025 (the 13 March 2025); and
 - 94.3. **3.4** per cent from the first full pay period on or after 1 March 2026 (the 12 March 2026).
95. 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

96. 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: fortnightly salary = annual salary x 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.

GRADUATE EMPLOYEES

97. Employees engaged to participate in Cancer Australia's Graduate Program will be engaged at the APS 4 classification and assigned the local title 'Cancer Australia Graduate' during the course of the graduate program. Cancer Australia Graduates will undertake a course of training as determined by the CEO

CASUAL EMPLOYEES (IRREGULAR OR INTERMITTENT)

98. A casual (irregular or intermittent) employee is defined in the definitions section.
99. A decision to expand the use of casual employees is subject to Consultation clauses 4-28 of this agreement.
100. Cancer Australia will regularly review the working arrangements of casuals to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
101. 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.
102. 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.
103. 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.
104. A casual employee who is eligible for Workplace Responsibility Allowance will be paid the full amount.

SALARY SETTING - SALARY ON ENGAGEMENT, PROMOTION OR MOVEMENT

105. Where an employee is engaged, moves to or is promoted in Cancer Australia, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the CEO determines a higher salary within the relevant salary range under these salary setting clauses.
106. 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.
107. In determining a salary under these provisions, the CEO will have regard to relevant factors including the employee's experience, qualifications and skills.
108. Where an employee commences ongoing employment in Cancer Australia immediately following a period of non-ongoing employment in Cancer Australia 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 Cancer Australia.
109. Where an employee commences ongoing employment in Cancer Australia immediately following a period of casual employment in Cancer Australia, 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 Cancer Australia.
110. Where an APS employee moves to the at level from another APS agency, and their salary is above the maximum of the salary range for their classification, they will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
111. Where the CEO determines that an employee's salary has been incorrectly set, they may determine the correct salary and the date of effect.

INCREMENTAL ADVANCEMENT

112. Salary advancement to the next pay point within a classification level will be based on a review of performance during the previous PDP cycle.
113. For ongoing and non-going employees:

Salary advancement within all classification levels will generally occur from the beginning of the first full pay period commencing on or after 1 August each year, subject to:

 - completion of the requirements of the PDP; and
 - the employee completing 6 months or more aggregate eligible service within Cancer Australia at the employee's substantive level or above within the PDP cycle ended 30 June .
 - if an employee has less than 6 months of aggregate eligible service, the Agency Head may exercise their discretion to determine a higher salary under the salary setting clause in the agency's agreement; and
 - Performance being assessed as Effective or better at the end of the PDP cycle.
114. Probationers engaged on or before 1 April will be eligible for salary advancement on the date they cease to be a probationer. This advancement cannot occur before the common salary progression date in August each year.
115. Advancement will not occur in the following circumstances: Employees who:
 - do not complete and meet the requirements of the PDP without reasonable cause; or
 - are ongoing or non-ongoing and have not completed at least 6 aggregate months of eligible service, at their substantive classification level, or a higher position, in Cancer Australia, within the PDP cycle ended 30 June.; or
 - are rated below Effective at the end of the PDP cycle.

For the purpose of this clause, "reasonable cause" refers to employees absent from duty due to illness or injury; or

- long term or frequent leave granted due to illness or injury; or
 - long service leave; or
 - compensation leave; or
 - maternity/foster care/adoption or other parental leave;
 - or as otherwise determined by the CEO.
116. During a period of unpaid parental leave employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.
117. Eligible service includes: periods of paid leave and unpaid parental leave, periods of unpaid leave that count as service and service while employed on a non-ongoing basis.
118. Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.
119. Casual employees are not eligible for incremental advancement
120. Where an employee has sought review of his or her assessment under the PDP and this is subsequently upheld, then salary advancement will occur from the August date that would otherwise have applied.

ADVANCEMENT WITHIN BROADBAND

121. Advancement within broadbands (see clause 155) will generally occur from the beginning of the first full period commencing on or after 1 August each year, subject to:
- Sufficient work being available at the higher classification level; and
 - The employee having gained the necessary skill and proficiencies perform the more complex work; and
 - Satisfactory performance.

TEMPORARY ASSIGNMENT OF DUTIES – HIGHER DUTIES ALLOWANCE

122. Where a role needs to be filled for five consecutive working days, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level. The pay point attained through salary advancement in previous periods of higher duties at that classification level will be at least maintained.
123. Higher duties allowance will be equal to the difference between the employees' current salary and the salary that would be payable if they were promoted to the higher classification, or as otherwise determined by the CEO.
124. Where an employee is found to be eligible for salary progression at their acting classification level they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
125. An employee on higher duties who is granted paid leave or who observes a public holiday will continue to receive payment for the higher duties during his or her absence until the date on which the employee would have ceased the period of acting had he or she not been absent.
126. Employees on short term temporary assignment remain eligible for advancement within their substantive classification level, subject to meeting the requirements of the PDP.
127. The CEO will determine the remuneration level of an employee who is temporarily assigned duties at the SES level.
128. Where an employee is assigned only part of the higher duties, the CEO will determine

the amount of allowance payable.

129. The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.

SALARY ON REDUCTION

130. Where an employee makes a written request for a temporary assignment of duties at a lower classification level, the CEO may determine in writing that the employee shall be paid a rate of salary applicable to the lower level for the period specified in the request. In determining the lower level of salary, the CEO will have regard to the employee's experience, qualifications and the circumstances in which the reduction has occurred. Temporary assignment of duties on reduction does not alter the employee's substantive classification level. Only the temporary classification level and rate of pay received are affected.

SALARY PACKAGING

131. Employees may access salary packaging options and may package up to one hundred percent of salary.
132. Where employees take up the option of salary packaging, the employee's salary for purposes of superannuation, severance and termination payments, and for any other purposes, will be determined as if the salary packaging arrangements had not occurred.
133. Any fringe benefits tax incurred by individual employees as a result of salary packaging arrangements will be met by the individual employee on a salary sacrifice basis.

Further information on salary packaging is available in the Cancer Australia Salary Packaging Policy.

SUPERANNUATION

134. Cancer Australia will make compulsory employer contributions as required by the applicable legislation and fund requirements.
135. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
136. Cancer Australia 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 payroll system.

Method for calculating super salary:

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

Payment during unpaid parental leave

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

OVERPAYMENTS

141. An overpayment occurs if the CEO (or Cancer Australia) 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).

142. 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.
143. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise Cancer Australia 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
144. If after considering the employee's response (if any), the Agency Head confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.
145. 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.
146. Cancer Australia and employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment.
147. Interest will not be charged on overpayments.
148. Nothing in clause 141 to 147 prevents:
 - 148.1. Cancer Australia from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the Public Governance, Performance and Accountability Act 2013;
 - 148.2. Cancer Australia from pursuing recovery of the debt through other available legal avenues; and
 - 148.3. the employee or Cancer Australia from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

SUPPORTED WAGE SYSTEM

149. Information on supported wage rates and related arrangements is at Attachment C of this Agreement.
150. An employee can get a percentage of the relevant pay rate in line with their assessed capacity to do the work if they:
 - 150.1. have a disability;
 - 150.2. meet the criteria for a Disability Support Pension; and
 - 150.3. are unable to perform duties to the capacity required.

CLASSIFICATION AND LOCAL TITLES

151. Local titles are as follows:
152. Employees undertaking duties recognised by Cancer Australia as requiring possession of mandatory qualifications, specialist skills, and/or professional registration will have local titles including:
 - Research Scientist
 - Public Affairs
 - Cancer Australia Graduate
153. Where EL2 staff have supervisory responsibilities for other EL2 staff, the local title of Section Head will be used to distinguish their role from that of the employees they supervise.
154. Wherever possible, Cancer Australia will use standardized local titles to distinguish between roles.

155. Employees with the following local titles are broadbanded across the APS classification structure as follows:

Local Title	Broadband
Research Scientist	APS 6, Executive Level 1
Public Affairs 1	APS 4, 5
Cancer Australia Graduate	APS 4, 5

Medical Officer is a formal classification under the Classification Rules and not a local title.

WORK LEVEL STANDARDS

156. 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*.

PART E ALLOWANCES AND REIMBURSEMENTS

157. Information on the recognition (for particular purposes) of allowances provided for in this Agreement is at Attachment B.
158. The CEO may increase the rates of travelling, meal and motor vehicle allowances having regard to the Australian Tax Office rates released each year.
159. Reimbursements do not count as salary for any purpose.

TRAVEL AND MOTOR VEHICLE ALLOWANCE

160. Employees required to be absent from their usual place of work on official business overnight will be paid a travel allowance for each absence. Further information may be found in the Travel Policy.
161. An employee who is required to be absent from his or her usual place of work on official business for a period of not less than ten hours, but is not absent overnight, will be paid an allowance of \$48 for each absence.
162. Employees who use vehicles approved for official travel will be paid a motor vehicle allowance. Further information may be found in the *Travel Policy*. The amount of the motor vehicle allowance will be 70 cents per kilometre.

OVERTIME MEAL ALLOWANCE

163. Where an employee below Executive Level 1 is directed to work overtime:
 - a. for a period of 3 hours or more, the employee will be paid a meal allowance; and
 - b. for a period of 8 hours or more on a weekend or public holiday, the employee will be paid an additional meal allowance.
164. The amount of the meal allowance will be \$25.80.

RELOCATION ASSISTANCE

165. When an existing employee is directed to relocate at the request of Cancer Australia (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.
166. Where an employee is required to relocate with Cancer Australia, the employee will be provided with financial relocation assistance. The CEO may approve relocation expenses for newly recruited employees or existing employees who request a transfer.
167. Reasonable expenses associated with the relocation include:
 - 167.1. the cost of transport of the employee, dependents and partner by the most economical means;
 - 167.2. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependents and partner;
 - 167.3. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
 - 167.4. the reasonably incurred expenses in kenneling and transport of pets, up to the amount specified in the APS Award.
168. Additional relocation assistance may be considered by CEO discretion.

RESTRICTION ALLOWANCE

169. Where an employee below Executive Level 1 is required to be contactable and available to work for a specified period outside the bandwidth of hours, the employee will be paid a restriction allowance of \$300 per week. The restriction allowance will be

pro-rated for periods less than a week or part of a week.

170. Where an employee is restricted for a period including a public holiday, an additional payment of \$50 will be payable for each public holiday occurring within the period of restriction.

WORKPLACE RESPONSIBILITY ALLOWANCE

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

- 171.1. First Aid Officer;
- 171.2. Health and Safety Representative;
- 171.3. Emergency Warden;
- 171.4. Harassment Contact Officer; and
- 171.5. Mental Health First Aid Officer.

172. An employee is not to receive more than one workplace responsibility allowance unless approved by the Agency Head due to operational requirements.

173. The minimum rate will be

Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$35 per fortnight	\$36.40 per fortnight	\$37.49 per fortnight

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

175. The full allowance is payable regardless of flexible work and part-time arrangements.

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

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

178. Workplace Responsibility Allowance will continue to be paid during absences on approved leave (excluding long service leave) up to a maximum of 2 weeks duration. Payment will be at the same rate of pay as the approved leave.

COMMUNITY LANGUAGE ALLOWANCE

179. 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.

180. The allowance is paid in accordance with the employee's level of competency:

Rate	Standard	Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
1	An employee who has adequate language skills, as determined by an individual or body approved by the 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

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

PROFESSIONAL ASSOCIATION MEMBERSHIP

185. Cancer Australia will provide to an employee who Cancer Australia requires to hold mandatory qualifications and/or a specific professional registration:
- a) access to relevant training; and/or
 - b) on application, meet the reasonable costs of:
 - i. registration; and
 - ii. continuing professional development (CPD).

Paid via reimbursement to the employee, these may include:

- a) professional fees (for example, registration assessments, yearly registrations, and memberships) and subscriptions; and/or
- b) CPD resources and activities (for example, certificate fees, payment for relevant reference material, fees for courses, seminars and conferences, including reasonable accommodation and travel costs).

MEDICAL OFFICERS ALLOWANCE

186. Medical Officers are eligible to receive a professional development allowance of \$4,500 each financial year on a reimbursement basis, to assist in attaining and maintaining work relevant agreed skills and knowledge. Part time Medical Officers will have access to the full allowance.
187. The allowance will be available pro-rata for Medical Officers commencing service part way through a financial year.
188. The allowance rate may be increased by the CEO in circumstances where it is agreed

that the standard amount is insufficient to meet relevant and approved professional development.

189. As part of the PDP process Medical Officers will identify their learning and development needs as agreed with the employee's Manager. Where Medical Officers attend training or courses identified as part of this process they will be considered to be on duty and no leave application is required.
190. In addition, the CEO may approve the attendance at conferences and seminars where it is directly relevant to the Medical Officer's current role and having regard to any necessary medical registration or medical college requirements and operational requirements.

CHILD AND DEPENDANT CARE

191. Employees required by Cancer Australia to be away from home outside normal working hours will be reimbursed some or all of the costs of additional family care arrangements. Payment may also be made to the employee, in advance, on production of an invoice.
192. Where an employee with school children has leave (within available credits) refused, has approved leave cancelled or is required to return from leave early because of Cancer Australia operational requirements during school holidays, Cancer Australia will reimburse the amount paid by the employee for each school child attending approved or registered care.
193. In the circumstances described in clause 195, where the employee can demonstrate that they would otherwise have taken personal responsibility for caring for other family members during school holidays, The CEO may reimburse some or all of the amount paid by the employee for that family care.

PART F WORKING HOURS AND ARRANGEMENTS

STANDARD WORKING HOURS FOR FULL TIME EMPLOYEES

194. Ordinary hours of duty for attendance and flextime purposes for full time staff are 150 hours over a four-week period.

FLEXIBLE WORK ARRANGEMENTS

195. Cancer Australia, employees and their union recognise:
- 195.1. 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;
 - 195.2. access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
 - 195.3. 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;
 - 195.4. that flexibility applies to all roles in Cancer Australia, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
 - 195.5. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
196. Cancer Australia is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across Cancer Australia at all levels. This may include developing and implementing strategies through a Cancer Australia consultative committee (WRC).
197. 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

198. The following provisions do not diminish an employee's entitlement under the NES.
199. An employee may make a request for a formal flexible working arrangement.
200. The request must:
- 200.1. be in writing;
 - 200.2. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - 200.3. 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.
201. The CEO must provide a written response to a request within 21 days of receiving the request.
202. The response must:
- 202.1. state that the CEO approves the request and provide the relevant detail in clause 206; or
 - 202.2. if following discussion between Cancer Australia and the employee, Cancer Australia 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
 - 202.3. state that the CEO refuses the request and include the following matters:
 - 202.3.1. details of the reasons for the refusal; and
 - 202.3.2. set out Cancer Australia's particular business grounds for refusing the

- request, explain how those grounds apply to the request; and
- 202.3.3. either:
- 202.3.3.1. set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make; or
- 202.3.3.2. state that there are no such changes; and
- 202.3.4. state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in section 65B and 65C of the FW Act.
203. Where the CEO approves the request this will form an arrangement between Cancer Australia and the employee. Each arrangement must be in writing and set out:
- 203.1. any security and work health and safety requirements;
- 203.2. a review date (subject to clause 210); and
- 203.3. the cost of establishment (if any).
204. The CEO may refuse to approve the request only if:
- 204.1. Cancer Australia has discussed the request with the employee; and
- 204.2. Cancer Australia 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
- 204.3. Cancer Australia and the employee have not reached such an agreement; and
- 204.4. Cancer Australia has had regard to the consequences of the refusal for the employee; and
- 204.5. the refusal is on reasonable business grounds.
205. Reasonable business grounds include, but are not limited to:
- 205.1. the new working arrangements requested would be too costly for Cancer Australia;
- 205.2. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
- 205.3. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
- 205.4. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
- 205.5. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
- 205.6. 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.
206. For First Nations employees, Cancer Australia must consider connection to country and cultural obligation in responding to requests for altering the location of work.
207. Approved flexible working arrangements will be reviewed by Cancer Australia 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

208. An employee may request to vary an approved flexible working arrangement in accordance with clause 6. An employee may request to pause or terminate an approved flexible working arrangement.
209. The CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 214.
210. Cancer Australia 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.
211. Prior to varying, pausing or terminating the arrangement under clause 212, Cancer Australia must have:
 - 211.1. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
 - 211.2. 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);
 - 211.3. had regard to the consequences of the variation, pause or termination for the employee;
 - 211.4. ensured the variation, pause or termination is on reasonable business grounds; and
 - 211.5. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 205.3.

Working from home

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

Ad-hoc arrangements

217. 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.
218. Employees should, where practicable, make the request in writing and provide as much notice as possible.
219. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 201 to 210.
220. Cancer Australia 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.

221. Where a regular pattern of requests for ad-hoc arrangement from an employee emerges, Cancer Australia should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

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

PART TIME WORK

223. All ongoing and non-ongoing employees may, by agreement with the CEO, request part-time work with a work-pattern of hours 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.
224. Standard Hours for part time employees will be determined by the CEO in consultation with the employee. An employee may, with the agreement of the CEO, vary the agreed hours of work. Salary, benefits and allowances for employees who work part time will be calculated on a pro rata basis, being the appropriate percentage of the salary, benefits and allowances applying to full time employees except for expense related allowances, where a part time employee will be entitled to the same amount as a full time employee, and long service leave.
225. Remuneration, with the exception of expense-related allowances and reimbursements, for part-time employees will be calculated as a pro-rata of the relevant full time salary rate, based on the proportion of hours worked in comparison to full time hours.
226. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
227. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
228. If a full time employee initiates part time work, the employee will have the right to revert to full time employment:
- a. at the expiry of the agreed period; or
 - b. as otherwise agreed, as operational requirements permit.

OVERTIME AND TIME IN LIEU

229. Payment for overtime is available to employees other than Executive Level 1 and above (or equivalents) and Medical Officers Classes 2-4. The CEO may approve payment to Executive Level 1 and above (or equivalents) and Medical Officers Classes 2-4 in exceptional circumstances.
230. Overtime is payable where, on request from their Manager, an eligible employee agrees to perform work outside the bandwidth (inclusive of weekends and public holidays), or to work in excess of 9 hours and 30 minutes on any one week day (Monday to Friday inclusive), whichever occurs first.
231. Part time employees other than Executive Level 1 and above (or equivalents) may be entitled to overtime payable for work performed at the direction of their Manager which is:
- not continuous with the employee's agreed or specified hours of work; and/or
 - beyond the total hours of work over the settlement period specified in the employee's part time work agreement.
232. A part time employee who has not elected to receive flextime for work performed in excess of the agreed hours of duty over the settlement period will be eligible for

- payment for overtime.
233. Where an employee requests to work outside the bandwidth, and this is approved by the Manager, it shall be considered as ordinary duty, and will not attract overtime payments or time in lieu (TIL).
 234. TIL is the standard form of recompense for all overtime, subject to the provisions of this section.
 235. Where overtime is worked, TIL is calculated at the following rates:
 - Monday to Saturday: Time and one half
 - Sunday: Double time
 236. In calculating the overtime entitlement, a divisor of 37.5 to be used
 237. Where overtime is worked on a public holiday which falls on a weekday, TIL is calculated at double time for duty outside the standard hours. For duty within the standard hours, TIL will be calculated at single time as employees are already being paid for the public holiday.
 238. Employees other than Executive Level 1 and above (or equivalents) required to perform overtime during the annual closedown will be entitled to TIL calculated at time and a half.
 239. Managers will authorise the payment for overtime in circumstances where, due to the nature of the work and/or the significant overtime performed, it is unlikely that an employee will be able to take TIL within two months of the overtime having been performed, or where the employee requests payment to meet costs incurred as a result of having performed the overtime. Where payment of overtime is authorised, the payment will be calculated using the rates set out in this section.
 240. Where a period of overtime is not continuous with ordinary duty, the minimum overtime payment will be four hours at the relevant rate.

FLEXTIME – FLEX FOR APS 1-6 CLASSIFICATIONS

241. Flextime is available to all employees below Executive Level 1. Cancer Australia's Working Hours, Part Time Work, Flextime and Time Recording Policy and Guidelines set out details in relation to how flextime is to be administered.
242. The pattern of hours by which employees meet their specified hours of duty is a matter of agreement between the Manager and his or her staff. However, a staff member will not be expected to work more than:
 - ten hours ordinary time duty on any day; and
 - five consecutive hours without a meal break of at least 30 minutes.
243. Where agreement between the Manager and his or her staff cannot be reached, the CEO may determine an employee's pattern of hours.
244. The CEO may, in exceptional circumstances and based on operational requirements, approve an employee to carry forward a flextime credit of more than 1 standard week from one settlement period to the next.
245. Where excess carry over of flextime is approved by the CEO under clause 249, and at the request of the employee, flex credits exceeding 30 hours will be automatically cashed out at the ordinary time rates at the end of the four-week settlement period.
246. Where an employee exceeds the maximum flex debit of 10 hours at the end of two consecutive four-week settlement periods, the amount exceeding 10 hours shall be treated as leave without pay and a deduction made from the employee's salary.
247. Any flex credits outstanding at cessation of employment with Cancer Australia will be paid to the employee at ordinary time rates. Any flex debits outstanding at cessation will be recovered as part of the termination payment.
248. A Manager may direct an employee to revert to standard hours:
 - a) where there is insufficient work;

- b) due to operational requirements;
- 249. where an employee does not adhere to the flextime requirements; or
- 250. where the employee's Manager reasonably considers the employee's attendance is unsatisfactory.

PUBLIC HOLIDAYS

- 251. Employees will be entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
 - 251.1. New Year's Day (1 January);
 - 251.2. Australia Day (26 January);
 - 251.3. Good Friday and Easter Monday;
 - 251.4. Anzac Day (25 April);
 - 251.5. 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);
 - 251.6. Christmas Day (25 December);
 - 251.7. Boxing Day (26 December);
 - 251.8. 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 from counting as a public holiday.
- 252. 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.
- 253. 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.
- 254. 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.
- 255. 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. Where a public holiday falls during a period when an employee is absent on leave (other than Annual ,paid Personal/carers leave, purchased leave or defence service sick leave) there is no entitlement to receive payment as a public holiday, Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay).
- 256. 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 256.1 to 256.8.
- 257. An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
- 258. 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 the planned day off.

CHRISTMAS CLOSEDOWN

259. Cancer Australia will close its normal operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day ('Christmas Closedown')
260. Employees are entitled to be absent with pay with no deductions from leave credits for the working days during Christmas Closedown.
261. 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 a prevailing type of 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.

RECALL TO WORK

262. Employees (including employees who are in receipt of restriction allowance) may need to be recalled to work at a time which is outside their normal hours of work. This provision should only be used in emergencies or as a last resort.
263. Employees recalled to work at any time will be paid overtime in accordance with the rates set out at clauses 240-244:
 - a. for a minimum of one hour where the employee performs duties but is not required to travel to the workplace; or
 - b. for a minimum of three hours, including travel time, where the employee is required to perform duties at the workplace.

RECOGNITION OF TRAVEL TIME

264. Where an APS1-6 (and their equivalents) is required to undertake official travel, the time spent travelling, excluding the usual time taken for the employee to travel to and from their usual place of work, will be recorded as ordinary work hours.
265. Travel outside the bandwidth undertaken by an APS1-6 (and their equivalents) will be claimed as travel time in lieu at the appropriate overtime rates, subject to prior approval by Director.

EXECUTIVE LEVEL TIME OFF IN LIEU

266. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
267. EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by Cancer Australia.
268. 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.
269. 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.
270. 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.
271. 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.

272. 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.

PARTG LEAVE

GENERAL

273. For all leave types described in this Part, further explanatory information, including details on how to apply for the leave, is in Cancer Australia's Leave and Leave Management Policy and Guidelines.
274. For the purposes of recording leave absences, 7 hours 30 minutes is the standard day applying to full time staff.
275. Where a period of workers' compensation leave exceeds 45 weeks, further absences on compensation leave will not count as service for the purposes of annual leave and personal/carer's leave accrual.
276. Where leave is refused the Manager will advise the employee in writing of the reasons for the decision, including operational requirements.

ANNUAL LEAVE

277. Employees (other than casual employees) are entitled to 4 weeks (20 days) paid annual leave for each year of service. Annual leave counts as service for all purposes, accruing daily, credited monthly. Annual leave for part-time employees accrues on a pro-rata basis.
278. An employee is entitled to take an amount of annual leave if:
 - a. at least that amount of annual leave has been accrued by the employee; and
 - b. the leave has been authorised.
279. Annual leave may be taken at half pay. However, unless approved by the CEO (or delegate), it may not be taken at half pay where the employee has an excess leave balance. Employees recalled to work whilst on annual leave will:
 - a. have that period of work, including any reasonable travel time required to undertake the work, re-credited to their annual leave balance;
 - b. be reimbursed for any reasonable expenses incurred as a result of being recalled to duty where they are not otherwise recoverable by insurance, as determined by the CEO; and
 - c. may be required to provide evidence of their reimbursement claims.
280. Employees will receive payment in lieu of any untaken annual leave upon separation from the APS.
281. Employees who have accumulated annual leave credits in excess of 40 days on 1 January of any year may be directed to take an amount of leave to reduce that credit by not more than one quarter of the total leave credit. An employee may take additional annual leave to coincide with the direction.
282. An employee who:
 - a. commences with Cancer Australia;
 - b. returns to work following a long term absence due to illness or injury; or
 - c. resumes full time duty following a graduated return to work;
283. will have a period of six months from the date of commencing or resuming duty in which to take sufficient leave to reduce his or her accrual down to 40 days or less. An employee who has not reduced that credit to 40 days by the first day of the seventh month after commencing or resuming duty may be directed to take an amount of leave to reduce that credit by not more than one quarter of the total leave credit.

CASHING OUT OF ANNUAL LEAVE

284. The CEO may approve an employee's written application to cash out up to ten days of

accrued annual leave each year provided they retain a minimum balance of 20 days. Where such approval is given, the employee will be paid a lump sum payment equivalent to the employee's salary that would otherwise have been received for the period, including any allowances payable to the employee but excluding any temporary assignment of duties allowance.

285. An employee may only apply to cash out leave pursuant to clause 290 if the employee takes a period of annual leave equal to or greater than the period of leave the employee is applying to cash out.

PURCHASED LEAVE

286. With the approval of the CEO, employees may purchase up to an additional 6 weeks leave each year. Employees will have an amount deducted from their annual salary, on a fortnightly basis, dependent on the amount of leave purchased. Cancer Australia's Purchased Leave Policy provides further details.
287. Purchased leave counts as service for all purposes. The employee's salary for superannuation purposes is their salary as if they had not purchased leave.
288. Where an employee has at least three years of continuous employment with Cancer Australia, they may apply to the CEO for access to extended purchased leave.

PERSONAL/CARER'S LEAVE

289. On engagement with the APS, an ongoing employee will be credited with 18 days paid personal/carer's leave (pro-rata for part-time employees). After 12 months, the employee's leave will accrue daily, credited monthly.
290. Non-ongoing employees will be credited upon the employee's commencement with the agency. This will be 18 days leave pro-rated based on the employee's initial contract period, and is capped at 18 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue daily and is credited monthly.
291. Leave at half pay may be approved by the CEO.
292. Personal leave will be granted to an employee in the following circumstances:
- a. where the employee is ill or injured;
 - b. to provide care or support for members of his or her family or household who are ill or injured or where there is an unexpected emergency affecting the family or household member;
 - c. for compelling personal reasons, including family responsibilities; or
 - d. to attend appointments with a registered health practitioner for self and/or those in the employee's care.
 - e. to manage a chronic condition

Carers

293. A person that an employee has caring responsibilities for may include a person who needs care because they:
- 293.1. Have a medical condition, including when they are in hospital;
 - 293.2. have a mental illness;
 - 293.3. have a disability;
 - 293.4. are frail or aged; and/or
 - 293.5. are a child, not limited to a child of the employee.

Leave must not be taken for reasons of 294 c) and d) above to the extent that it results in less than 10 days' of an employee's credits per year of service being available for the use for personal injury or illness and caring as provided under the *FW Act*.

- 294. Evidence may be requested after:
 - 294.1. more than 3 consecutive days; or
 - 294.2. more than 8 days without evidence in a calendar year.
- 295. Acceptable evidence includes:
 - 295.1. a certificate from a registered health practitioner;
 - 295.2. a statutory declaration; and
 - 295.3. another form of evidence approved by the Agency Head.
- 296. 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.
- 297. Employees who are medically unfit for duty or are required to undertake carer's responsibilities whilst on annual or long service leave, and who produce satisfactory documentary evidence, may apply for personal leave. Annual and long service leave will be re-credited to the extent of the personal/carer's leave granted. This clause will not restrict entitlements under the FW Act.
- 298. All paid leave and up to 78 weeks of continuous paid and unpaid leave granted due to illness or injury will count as service. Any further continuous periods of absence due to illness or injury that are unpaid will not count as service, except for long service leave purposes.
- 299. An employee will not have their employment terminated on invalidity grounds without their consent before his or her personal leave credits have been exhausted unless provided for in legislation.
- 300. An employee who has his or her APS employment terminated on the grounds of invalidity and is subsequently re-engaged as a result of action taken under section 75 of the Superannuation Act 1976, and the Superannuation Act 1990, is entitled to be credited with personal leave equal to the balance of personal leave at the time of termination.
- 301. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access two (2) days unpaid carer's leave per occasion, consistent with the NES.

ABSENCE FROM DUTY

- 302. Employees must advise their Manager as soon as practicable of their absence or intention to be absent.
- 303. Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement will cease to be available until the employee resumes duty and/or is granted leave. Such absences will not count as service for any purpose.

LONG SERVICE LEAVE

- 304. An employee is eligible for long service leave in accordance with the Long Service Leave (Commonwealth Employees) Act 1976.
- 305. The minimum period for which long service leave will be granted is seven calendar days at full pay (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 380-382 of this agreement.

PARENTAL/ADOPTION/FOSTER CARE LEAVE

- 306. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
- 307. 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.

- 308. Employees who are pregnant, or who have given birth, are covered by the provisions of the Maternity Leave (Commonwealth Employees) Act 1973 (the ML Act). 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.
- 309. 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

- 310. Employees with an entitlement to parental leave with pay as per clauses 313 and 314 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.
- 311. Employees newly engaged or who have moved to Cancer Australia from another APS agency are eligible for the paid parental leave clause in clauses 312 and 313 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 312 and 313, the balance is available to the employee.
- 312. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period of a maximum of 18 weeks as provided in **Table 1** below.

Table 1: Primary caregivers – circumstances for paid parental leave

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

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

Table 2: Secondary caregivers – circumstances for paid parental leave

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

314. **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.
315. **Rate of payment** during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.
316. **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

317. 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:
- 317.1. is under 16 years of age as at the day (or expected day) of placement;
 - 317.2. has not lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement; and
 - 317.3. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de factopartner.
318. 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 permanent foster carer purposes.

Stillbirth

319. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.
320. A stillborn child is a child:
- 320.1. who weighs at least 400g at delivery or whose period of gestation was 20 weeks or more

- 320.2. who has not breathed since delivery
- 320.3. whose heart has not beaten since delivery.

Pregnancy loss leave.

- 321. 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.
- 322. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

Premature birth leave

- 323. 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

- 324. 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 18 until after the legislated paid maternity leave is used.

LEAVE FOR ADF RESERVE AND CONTINUOUS FULL SERVICE OR CADET FORCE OBLIGATIONS

- 325. The CEO will give an employee leave (with or without pay) to undertake:
 - 325.1. Australian Defence Force (ADF) Reserve and continuous full time service (CFTS); and
 - 325.2. Australian Defence Force Cadet obligations.
- 326. An employee who is a Defense Reservist is entitled to leave with pay for,
 - 326.1. up to four weeks (20 days) during each financial year (pro-rata for part-time employees);, and
 - 326.2. an additional two weeks'(10 days) paid leave in the first year of ADF Reserve service (pro-rata for part-time employees), for the purpose of fulfilling service in the ADF Reserve.
- 327. Leave can be accumulated and taken over a period of two years. This includes the extra 2 weeks in the first year of service.
- 328. An employee who is an officer or instructor in a Australian Defence Force Cadet can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadet means:
 - 328.1. Australian Navy Cadets;
 - 328.2. Australian Army Cadets; and
 - 328.3. Australian Air Force Cadets.
- 329. In addition to the entitlement at clause 2, 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.
- 330. Paid Defence Reserve leave counts as service
- 331. Unpaid Defence Reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- 332. Unpaid leave taken over 6 months counts as service, except for annual leave.

- 333. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.
- 334. Eligible employees may also apply for Annual leave, long service leave, leave without pay, top-up pay or they may use flextime or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.

DEFENCE SERVICE SICK LEAVE

- 335. Employees are eligible for defence service sick leave credits if they have a medical condition that has been certified by the Department of Veterans' Affairs (DVA) and is as a result of either
 - 335.1. War-like service
 - 335.2. Non-war like service
- 336. An eligible employee can get 2 types of credits:
 - 336.1. an initial credit of nine (9) weeks (45 days) defence service sick leave (pro-rata for part-time employees) will apply as at the following dates, whichever is later:
 - 336.1.1. on commencement of employment in the APS; or
 - 336.1.2. DVA certifies the condition; and
 - 336.2. an annual credit of three (3) weeks (15 days) defence service sick leave (pro-rata for part-time employees) for each year of APS service.
- 337. An employee will be granted war service sick leave while unfit for duty subject to the provision of a medical certificate stating that the absence is due to their DVA certified medical condition.
- 338. Unused credits will accumulate to a maximum of nine weeks.
- 339. An employee cannot use annual credits until the initial credit is exhausted.
- 340. Defence service sick leave is paid and counts as service for all purposes

CULTURAL, CEREMONIAL AND NAIDOC LEAVE

- 341. First Nations employees may access up to two days leave with pay each year to participate in NAIDOC Week activities
- 342. NAIDOC leave can be taken in part days.

First Nations ceremonial leave

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

Cultural Leave

- 347. 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
- 348. The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 349. Cultural leave can be taken as part days.
- 350. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under First Nations Ceremonial Leave clause 362.

351. Up to three months unpaid leave each year under the miscellaneous leave provisions to fulfill cultural obligations. This leave will not count as service for any purpose.

COMMUNITY SERVICE LEAVE – EMERGENCY RESPONSE LEAVE

352. 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:
- 352.1. The time engaged in the activity
 - 352.2. reasonable travelling time; and
 - 352.3. reasonable recovery time
353. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave per year if required. The CEO may provide additional emergency response leave with pay.
- 353.1. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
354. Paid leave may be refused where the employee's role is essential to Cancer Australia's response to the emergency.
355. 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.
356. The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training.
357. Emergency response leave, with or without pay, will count as service.

JURY DUTY

358. 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.
359. 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.
- 359.1. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
360. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
361. 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 Cancer Australia for the period of absence. This will be administered in accordance with the overpayments clause.

COMPASSIONATE/BEREAVEMENT LEAVE

Compassionate Leave

362. Employees will be eligible for three days compassionate leave with pay to an employee on each occasion when
- 362.1. a member of the employee's family, household or someone they have a close personal relationship with contracts , develops or sustains an illness or injury that poses a serious threat to their life; or
 - 362.2. the employee or their spouse/partner has a miscarriage.
363. An employee may be asked to provide evidence to support their absences on compassionate leave
364. Compassionate leave for an occasion may be taken as 3 consecutive days or

separate periods totaling 3 days. This can include part days .

365. For casual employees, compassionate leave is unpaid

Bereavement leave

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

366.1. a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or

366.2. a child is stillborn, where the child was a member of their family (including a member of their household).

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

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

369. For casual employees, bereavement leave is unpaid.

MISCELLANEOUS LEAVE

370. The CEO may grant leave to an employee (non-ongoing or ongoing), either with or without pay, in circumstances not provided for elsewhere in this agreement for a purpose that the CEO considers to be in the interests of Cancer Australia and having regard to operational requirements.

371. Miscellaneous leave may only be granted to casual employees to provide for paid family and domestic violence leave, or as otherwise permitted or required by Government directive.

PORTABILITY OF LEAVE

372. Where an employee moves (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued Annual leave and Personal/carers leave (however described) will be transferred, provided there is no break in continuity of service

373. Where an employee is engaged in Cancer Australia as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued Annual leave and Personal/carers leave (however described) will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.

374. Where an employee is engaged as an ongoing employee in the , and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carers' leave will be recognised.

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

376. Where an employee is engaged as an ongoing employee in Cancer Australia and immediately prior to the engagement the person was employed by a Commonwealth Government entity (other than in the Parliamentary Services which are covered in clause 372), Cancer Australia will recognise any unused accrued personal/carers' leave at the employee's request. The CEO will advise the employee of their ability to make this request.

377. Where an employee is engaged as an ongoing employee in Cancer Australia, and immediately prior to the engagement the person was employed by a State or Territory Government, Cancer Australia may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
378. For the purposes of this provision, an employee with a break in service of less than 2 months is considered to have continuity of service.
379. Employees will have eligible prior service (including service with state and local governments) recognised for the purposes of long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

RE-CREDITING OF LEAVE

380. When an employee is on:
- 380.1. annual leave;
 - 380.2. purchased leave;
 - 380.3. defence reservist leave;
 - 380.4. First Nations ceremonial leave;
 - 380.5. NAIDOC leave;
 - 380.6. cultural leave; or
 - 380.7. long service leave; and
- becomes eligible for, under legislation or this agreement:
- 380.8. personal/carer's leave;
 - 380.9. compassionate or bereavement leave;
 - 380.10. jury duty;
 - 380.11. emergency services leave;
 - 380.12. leave to attend to family and domestic violence circumstances; or
 - 380.13. parental leave, premature leave, stillbirth leave or pregnancy loss;
- the affected period of leave will be re-credited.
381. When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.
382. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

LEAVE TO ATTEND PROCEEDINGS

383. 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.
384. An employee who is not covered under clause 389, 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 Cancer Australia.
385. 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.
386. 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.

PART H REDEPLOYMENT, REDUCTION AND RETRENCHMENT

JOB SECURITY

Commitment to ongoing employment and rebuilding APS capacity

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

Reporting

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

Pathways to permanency

389. Cancer Australia and the APS will comply with the casual conversion provision of the FW Act. In addition, Cancer Australia 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.

RESIGNATION

390. An employee may resign from their employment by giving the CEO at least 14 calendar days' notice.

391. 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.

392. The CEO has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

393. When an employee dies, or the Agency Head has directed that an employee is presumed to have died on a particular date, the Agency Head 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.

EXCESS EMPLOYEES - COVERAGE

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

CONSULTATION

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

- actions that might be taken to reduce the likelihood of the employees becoming excess;
- redeployment opportunities for the employees within Cancer Australia or another APS agency;
- the possibility of retrenchment with the payment of a redundancy benefit; and
- an employee may choose to be represented in any such discussions.

396. This consultation period will extend for at least a 4 week period, but may be reduced with the written agreement of the employee.

Note: Where 15 or more employees are likely to become excess, the CEO is required to comply with the relevant provisions of Division 2 of Part 3-6 of the

FW Act (requirement to notify Centrelink and relevant employee associations).

CONSIDERATION BY EXCESS EMPLOYEES

397. Where the CEO decides an employee is excess to Cancer Australia's requirements, the CEO will:
- advise the employee in writing of the decision and may invite the employee to elect for retrenchment with the payment of a redundancy benefit;
 - ensure the employee is provided, as soon as is practicable, with information on the entitlements they would be eligible to receive if terminated, including superannuation options and taxation treatment of entitlements; and
 - reimburse the employee up to \$500 (inclusive of GST) for expenses in seeking financial advice.
398. Where the CEO invites an excess employee to elect for retrenchment with a redundancy benefit, the employee will have 4 weeks in which to notify the CEO of his or her decision (the consideration period). Where the employee elects for retrenchment the CEO may decide to retrench the employee but will not give notice of termination before the end of the consideration period without the agreement of the employee.
399. The consideration period can be reduced by agreement between the employee and the CEO. Where the period is reduced the employee will, on termination, be paid the unexpired period of the consideration period; and payment in lieu of the relevant period of notice of termination provided for in clauses 207 and 208.
400. Only one invitation to elect for retrenchment with the payment of a redundancy benefit will be made to an excess employee.

REDUNDANCY BENEFIT

401. An employee who elects for retrenchment with a redundancy benefit and whose employment is terminated by the CEO under s.29 of the *Public Service Act 1999* (PS Act) on the grounds that he/she is excess to the requirement of Cancer Australia, is entitled to payment of a redundancy benefit of an amount equal to two weeks' salary for each completed year of service, plus a pro rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the National Employment Standards (NES).
402. The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.
403. The redundancy benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during his or her period of service and the employee has less than 24 years full-time service (refer to clause 215), subject to a minimum amount the employee is entitled to under the NES.

NOTICE OF TERMINATION

404. Where the employment of an excess employee is to be terminated under s.29 of the PS Act on excess grounds, the CEO will give written notice of termination of 4 weeks (or 5 weeks for an employee over 45 with at least 5 years of continuous service).
405. Where an employee's employment is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.

Note: s.117 of the FW Act has obligations in relation to payments in lieu of notice.

DEFINITIONS

Excess employee

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

Service for redundancy pay purposes

407. The following types of service are counted in the calculation of service for the purposes of a redundancy benefit:
- service in an APS agency;
 - Government service as defined in Section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - service with the Commonwealth which is recognised for long services leave purposes, other than service with a Joint Commonwealth - State body or body corporate in which the Commonwealth does not have a controlling interest;
 - service with the Australian Defence Forces;
 - APS service immediately preceding deemed resignation (due to the marriage bar under the *Public Service Act 1922*) if the service has not previously been recognised for redundancy pay purposes;
 - service in another organisation where:
 - a. an employee was transferred from the APS to that organisation with a transfer of function; or
 - b. an employee engaged by that organisation on work within a function is engaged as a result of the transfer of that function to the APS; and
 - c. such function is recognised for long service leave purposes.
408. For earlier periods of service to count there must be no breaks between the periods of service, except where:
- the break in service is less than 4 weeks and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
 - the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.
409. Any period of service which ceased by way of:
- any of the grounds for termination specified in s.29 of the PS Act (including any additional grounds prescribed in the PS Regulations);
 - on a ground equivalent to any of these grounds;
 - through voluntary retirement at or above the minimum retiring age applicable to the employee;
 - with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit;

will not count as service for redundancy pay purposes.

410. Absences from work that do not count as service for leave purposes will not count as service for redundancy pay purposes.

RATE OF PAYMENT FOR REDUNDANCY BENEFIT

411. For the purposes of calculating any payment for a redundancy benefit, salary will include:
- the employee's salary at the substantive work value level;
 - the salary of the higher work value level, where the employee has been working at the higher level for a continuous period of at least 12 months immediately preceding the date on which he or she is given notice of termination of employment;
 - other allowances in the nature of salary which are paid during periods of Annual Leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.
412. Where an employee has worked part-time hours during his or her period of service and the employee has less than 24 years full-time service, the 2 weeks per year of service that relates to the part-time service will be paid on a pro-rata basis as follows:
- Current annual full-time equivalent salary (used for redundancy purposes), divided by full time hours, multiplied by the part-time hours for that part-time period worked.

RETENTION PERIOD

413. An excess employee who does not agree to be retrenched with the payment of a redundancy benefit will be entitled to the following period of retention:
- 56 weeks where the employee has 20 years or more years' service or is over 45 years of age; or
 - 30 weeks for other employees.
414. If an employee is entitled to a redundancy payment under the NES, the relevant period in the above clause is reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination, as at the expiration of the retention period (as adjusted by this clause).
415. The retention period will commence on the day the CEO advises the employee in writing that they are an excess employee.
416. During the retention period the CEO:
- will continue to take reasonable steps to find alternative employment for the excess employee; and
 - may, with four weeks' notice, reassign duties at a lower APS classification to the excess employee. Where this occurs before the end of an employee's retention period, the employee will receive income maintenance to maintain salary at the previous higher level for the balance of the retention period in clause 216.
417. The retention period will be extended by any periods of approved leave due to personal illness or injury of the employee (supported by medical evidence) taken during the retention period (calculated in accordance with clauses 216 and 218).
418. The CEO may allow the excess employee to access the services of a redeployment assistance provider to the value of \$500.
419. It is the excess employee's responsibility to take all reasonable steps to identify and apply for suitable vacancies at their substantive level during the retention period.
420. The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these expenses are not met by the prospective employer.

421. Where an excess employee is required to move the employee's household to a new locality the CEO may approve reasonable expenses where these expenses are not met by the prospective employer.
422. Where the CEO is satisfied that there is insufficient productive work available for the employee within Cancer Australia during the remainder of the retention period and that there is no reasonable redeployment prospects in the APS:
- the CEO may, with the agreement of the employee, terminate the employee's employment under s.29 of the PS Act; and
 - upon termination, the employee will be paid a lump sum comprising:
 - a. the balance of the retention period (as shortened for the National Employment Standards under clause 217) and this payment will be taken to include the payment in lieu of notice of termination of employment; plus
 - b. the employee's NES entitlement to redundancy pay.

INVOLUNTARY TERMINATION OF EMPLOYMENT AT THE CONCLUSION OF THE RETENTION PERIOD

423. In accordance with s.29 of the PS Act, the CEO may involuntarily terminate the employment of an excess employee at the end of the retention period.
424. An excess employee's employment will not be involuntarily terminated without being given notice of termination under clause 410. Wherever possible, this notice period will be concurrent with the retention period.
425. An excess employee's employment will not be involuntarily terminated if the employee has not been invited to elect for retrenchment with the payment of a redundancy benefit or has elected for retrenchment but the CEO has refused to approve it.

PART I WORKFORCE MANAGEMENT

REVIEW OF DECISIONS TO TERMINATE EMPLOYMENT

426. The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee has under:
- 426.1. Part 3-2 of the FW Act;
 - 426.2. other Commonwealth laws (including the Constitution); and
 - 426.3. at common law.
427. Termination of, or a decision to terminate employment, cannot be reviewed under the dispute prevention and settlement procedures set out in Part J of this agreement.
428. Nothing in this agreement prevents the CEO from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with paragraph 123(1)(b) of the FW Act, subject to compliance with the procedures established by the CEO for determining whether an employee has breached the APS Code of Conduct under section 15 of the PS Act.

PART J DISPUTE RESOLUTION

DISPUTE RESOLUTION PROCEDURE

429. If a dispute relates to
- 429.1. a matter arising under this agreement or
 - 429.2. the National Employment Standards,
- this term sets out procedures to settle the dispute
430. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
431. 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.
432. 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.
433. 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 432 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission. The Fair Work Commission may deal with the dispute in 2 stages:
- 433.1. The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - 433.2. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - 433.3. arbitrate the dispute; and
 - 433.4. make a determination that is binding on the parties.

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

434. While the parties are trying to resolve the dispute using the procedures in this term:
- 434.1. an employee must continue to perform their work as they would normally in accordance with established customer and practice at Cancer Australia that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
 - 434.2. subject to 441.1, 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
 - 434.2.1. the work is not safe; or
 - 434.2.2. applicable work health and safety legislation would not permit the work to be performed; or
 - 434.2.3. the work is not appropriate for the employee to perform; or
 - 434.2.4. there are other reasonable grounds for the employee to refuse to comply with the direction.
435. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this section.
436. Any disputes arising under the Cancer Australia Enterprise Agreement 2016-2019 that were formally notified under clause 232 to 238 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

437. Where the provisions of 435-442 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 436, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in 442.

DELEGATES' RIGHTS

438. Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to the agency.
439. The role of union delegates is to be respected and supported.
440. Cancer Australia and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

441. Cancer Australia respects the role of union delegates to:
- 441.1. provide information, consult with and seek feedback from employees in the workplace on workplace matters;
 - 441.2. consult with other delegates and union officials, and get advice and assistance from union officials;
 - 441.3. represent the interests of members to the employer and industrial tribunals; and
 - 441.4. represent members at relevant union forums, consultative committees or bargaining.
442. Cancer Australia 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.
443. 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.
444. To support the role of union delegates, Cancer Australia will, subject to legislative and operational requirements, including privacy and security requirements:
- 444.1. 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;
 - 444.2. advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email.
 - 444.3. allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications.
 - 444.4. provide access to new employees as part of induction; and
 - 444.5. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
445. 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 Agency before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

ATTACHMENT A – BASE SALARIES

APS Levels Salary Structure

Classification	Current	2024	2025	2026
EL2	\$154,705	\$160,893	\$167,007	\$172,685
	\$147,280	\$153,171	\$158,991	\$164,397
	\$142,521	\$148,222	\$153,854	\$159,085
	\$130,671	\$135,898	\$141,062	\$145,858
EL1	\$124,912	\$129,908	\$134,845	\$139,430
	\$119,968	\$124,767	\$129,508	\$133,911
	\$114,288	\$118,860	\$123,377	\$127,572
	\$109,521	\$113,902	\$118,230	\$122,250
APS6	\$100,547	\$104,569	\$108,543	\$112,233
	\$98,342	\$102,276	\$106,162	\$109,772
	\$93,446	\$97,184	\$100,877	\$104,307
	\$89,124	\$92,689	\$96,211	\$99,733
APS5	New top pay point created in 2026			\$96,829
	\$85,270	\$88,681	\$92,051	\$95,181
	\$82,986	\$86,305	\$89,585	\$92,631
	\$80,788	\$84,020	\$87,213	\$90,178
	\$78,482	\$81,621	\$84,723	\$87,604
APS4	\$76,320	\$79,373	\$82,389	\$85,190
	\$74,277	\$77,248	\$80,183	\$82,909
	\$72,669	\$75,576	\$78,448	\$81,115
APS3	\$69,371	\$72,146	\$74,888	\$77,434
	\$67,416	\$70,113	\$72,777	\$75,251
	\$65,561	\$68,183	\$70,774	\$73,180
	\$61,908	\$64,384	\$66,831	\$69,103
APS2	\$60,188	\$62,596	\$64,975	\$67,184
	\$58,433	\$60,770	\$63,079	\$65,224
	\$56,731	\$59,000	\$61,242	\$63,324
	New top pay point created in 2026			\$60,947
APS1	\$54,514	\$56,695	\$58,849	\$60,850
	\$51,977	\$54,056	\$56,110	\$58,018
	\$50,259	\$52,269	\$54,516	\$57,497
	\$48,862	\$50,816	\$54,516	\$57,497

Medical Officer Salary Structure

Classification	Current	2024	2025	2026
Medical Officer Class 4	\$185,832	\$193,265	\$200,609	\$207,430
	\$175,407	\$182,423	\$189,355	\$195,793
	\$168,828	\$175,581	\$182,253	\$188,450
	\$162,094	\$168,578	\$174,984	\$180,933
Medical Officer Class 3	\$154,814	\$161,007	\$167,125	\$172,807
	\$145,885	\$151,720	\$157,485	\$162,839
Medical Officer Class 2	\$138,457	\$143,995	\$149,467	\$154,549
	\$126,527	\$131,588	\$136,588	\$141,232
Medical Officer Class 1	\$114,620	\$119,205	\$123,735	\$127,942
	\$106,502	\$110,762	\$114,971	\$118,880
	\$98,312	\$102,244	\$106,129	\$109,737

Public Affairs Salary Structure

Classification		Current	2024	2025	2026
Senior Public Affairs 2	EL2	\$160,895	\$167,331	\$173,690	\$179,595
		\$154,643	\$160,829	\$166,941	\$172,617
Senior Public Affairs 1	EL2	\$147,280	\$153,171	\$158,991	\$164,397
Public Affairs 3	EL1	\$134,280	\$139,651	\$144,958	\$149,887
		\$127,766	\$132,877	\$137,926	\$142,615
		\$120,001	\$124,801	\$129,543	\$133,947
Public Affairs 2	APS6	\$100,649	\$104,675	\$108,653	\$112,347
		\$93,446	\$97,184	\$100,877	\$104,307
		\$89,124	\$92,689	\$96,211	\$99,482
Public Affairs 1	APS5	\$85,270	\$88,681	\$92,051	\$95,181
		\$82,986	\$86,305	\$89,585	\$92,631
	APS4	\$78,482	\$81,621	\$84,723	\$87,604
		\$74,277	\$77,248	\$80,183	\$82,909

Research Scientist Salary Structure

Classification		Current	2024	2025	2026
Senior Principal Research Scientist	EL2	\$196,478	\$204,337	\$212,102	\$219,313
		\$176,738	\$183,808	\$190,793	\$197,280
Principal Research Scientist	EL2	\$173,271	\$180,202	\$187,050	\$193,410
		\$167,900	\$174,616	\$181,251	\$187,414
		\$161,049	\$167,491	\$173,856	\$179,767
Senior Research Scientist	EL2	\$157,336	\$163,629	\$169,847	\$175,622
		\$147,280	\$153,171	\$158,991	\$164,397
		\$142,521	\$148,222	\$153,854	\$159,085
		\$130,671	\$135,898	\$141,062	\$145,858
Research Scientist	EL1	\$124,912	\$129,908	\$134,845	\$139,430
		\$119,968	\$124,767	\$129,508	\$133,911
		\$109,521	\$113,902	\$118,230	\$122,250
	APS6	\$100,547	\$104,569	\$108,543	\$112,233
		\$93,618	\$97,363	\$101,063	\$104,499
		\$88,731	\$92,280	\$95,787	\$99,044

ATTACHMENT B - RECOGNITION OF ALLOWANCES FOR PARTICULAR PURPOSES

	Counts as salary for superannuation purposes	Counts towards salary for calculation of overtime	Payable during long service leave	Payable during annual leave	Reduced pro rata during period of half pay leave (if payable during leave)	Included in income maintenance for excess and potentially excess staff	Included in salary for calculation of retrenchment severance payments	Included in salary for payment in lieu of notice of termination of employment	Payment in lieu of long service leave	Payment in lieu of annual leave
Higher duties allowance	@	✓	*	*	✓	@	@	@	#	^
Medical Officer Professional Development Allowance	X	X	X	X	X	X	X	X	X	X
Workplace responsibility allowance	✓	X	*	*	*	X	X	✓	X	X
Restriction Allowance	@	X	X	X	X	*	X	*	X	X
Departmental Liaison Officer Allowance	✓	X	*	*	✓	✓	X	X	X	X
Disruption Allowance	X	X	X	X	X	X	X	✓	X	X

Key

✓	Yes
#	Yes, if continuous HDA for greater than 12 months.
^	Yes, if on HDA on last day of service.
X	No
@	Yes, subject to a qualifying period in accordance with the Superannuation (CSS/PSS) Salary Regulations 1978, unless indicated otherwise in this agreement.
*	Yes, subject to certain conditions.

ATTACHMENT C - SUPPORTED WAGE SYSTEM (SWS)

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

Definitions

2. In this schedule:

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

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

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

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

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

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

Eligibility criteria

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

Supported wage rates

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

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

Assessed capacity	% of prescribed rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%

60%	60%
70%	70%
80%	80%
90%	90%

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

Assessment of capacity

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

Lodgement of SWS wage assessment agreement

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

Review of assessment

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

Other terms and conditions of employment

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

Workplace adjustment

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

Trial Period

15. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
16. During that Trial Period the assessment of capacity will be undertaken and the

percentage of the relevant minimum wage for a continuing employment relationship will be determined.

17. The minimum amount payable to the employee during the Trial Period must be no less than the current weekly rate, as determined by the Fair Work Commission.
18. Work trials should include induction or training as appropriate to the job being trialled.
19. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 8 and 9 Assessment of Capacity.

SIGNATURE PAGE

Enterprise agreement of Cancer Australia entitled

'Cancer Australia Enterprise Agreement 2024-2027

By signing below, the employer and the parties bound by the enterprise agreement signify their agreement to its terms.


Employer

Signed for, and on behalf of, the Commonwealth by the Chief Executive Officer, Cancer Australia

Signature: 

Name: Dorothy Keefe
Position: Chief Executive Officer, Cancer Australia
Address: Level 14, 300 Elizabeth Street, Sydney NSW 2000
Date: 16.2.2024

Agency Lead Negotiator

Signature: 

Name: Elmer Wiegold
Position: Chief Operating Officer, Cancer Australia
Address: Level 14, 300 Elizabeth Street Sydney NSW 2000
Date: 16.2.2024

Employee Bargaining Representatives

Signature: 

Name: Sarah McNeill
Position: Assistant Director Clinical Policy Advice Section, Cancer Australia
Address: Level 14, 300 Elizabeth Street Sydney NSW 2000
Date: 15.2.2024

Signature: 

Name: Helen Hughes
Position: Project Manager, Clinical Policy Advice Section, Cancer Australia
Address: Level 14, 300 Elizabeth Street Sydney NSW 2000
Date: 15.2.2024

Community and Public Sector Union

Signature: 

Name: Joshua Coulter
Position: Field Organiser, CPSU-PSU Group
Address: Level 2, 54-58 Foveaux Street, Surry Hills, 2010
Date: 15.2.2024



5 March 2024

FWC Matter No.: AG2024/358

Applicant: Dorothy Keefe - Chief Executive Officer, Cancer Australia



Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Dorothy Keefe, Chief Executive Officer have the authority given to me by Cancer Australia to give the following undertaking with respect to the Cancer Australia Enterprise Agreement 2024-2027 ("the Agreement"):

1. that the definition of "Bandwidth" in clause 40 of the Agreement will be taken to be '7am to 7pm Monday to Friday in which an employee may work standard hours', on the basis that this omission was a technical error.

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

Yours sincerely

A handwritten signature in black ink, appearing to read 'D Keefe'.

Professor Dorothy Keefe PSM MD
Chief Executive Officer
Cancer Australia
Level 14, 300 Elizabeth Street
Sydney NSW 2000