



Senior Executive Service (Name) **Subsection 24(1) Determination 2024**

I, Steven Kennedy, acting Secretary to the Department of the Treasury, acting under subsection 24(1) of the *Public Service Act 1999*, make the following Determination.

Dated

Steven Kennedy
Secretary
Department of the Treasury

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Part A – Preliminary

1. Citation and interpretation

- 1.1. This Determination may be cited as *Senior Executive Service (Name) Subsection 24(1) Determination 2023*.
- 1.2. In this Determination:
 - 1.2.1. **Treasury** means the Department of the Treasury.
 - 1.2.2. **Secretary** means the Secretary to the Treasury.

2. Application

- 2.1. This Determination applies to **Name – AGS Number** (the *employee*) in relation to their employment with Treasury.

3. Commencement

- 3.1. This Determination commences on the day that the employee's promotion to SES Band X takes effect. [For transfer or ongoing engagement, say "the day the employee commences employment with Treasury"]

4. Period of operation

- 4.1. This Determination is in force until whichever of the following occurs first:
 - 4.1.1. it is replaced in its entirety by:
 - 4.1.1.1. another determination made under subsection 24(1) of the *Public Service Act 1999*; or
 - 4.1.1.2. a written contract of employment between the Secretary and the employee; or
 - 4.1.2. an enterprise agreement applies to the employee; or
 - 4.1.3. the employee's employment with Treasury ceases.

5. Interaction with other industrial instruments

- 5.1. For the avoidance of doubt, the Secretary may make other determinations under subsection 24(1) of the *Public Service Act 1999* that also apply to the employee.
- 5.2. Nothing in this Determination is intended to limit the Secretary's powers under the *Public Service Act 1999* and *Public Service Regulations 1999*.
- 5.3. The salary for SES employees is provided in a determination made by the Secretary under subsection 24(1) of the *Public Service Act 1999* (the

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Remuneration Determination). The Remuneration Determination operates in conjunction with this Determination, and may be revoked, varied or replaced from time to time.

6. Policies and guidelines

- 6.1. The terms and conditions in this Determination will be administered in accordance with relevant Treasury policies and guidelines to the extent that the policies and guidelines relate to SES employees. The employee must familiarise themselves, and comply, with all relevant policies and guidelines.
- 6.2. Unless otherwise stated, policies and guidelines apply in the form they are in at the time of any relevant action or decision. Policies and guidelines may be issued or varied by Treasury from time to time.
- 6.3. Policies and guidelines are not incorporated into, and do not form part of, this Determination. This Determination overrides policies and guidelines to the extent of any inconsistency.

7. Delegation

- 7.1. The Secretary may delegate any or all of their powers and functions under this Determination (other than powers and functions that would be exercised in relation to the employee), including this power of delegation, and may do so subject to conditions.

8. Dispute resolution

- 8.1. If a dispute relates to a matter under this Determination, this clause sets out the procedures to resolve the dispute.
- 8.2. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level by discussions between the employee and the relevant manager.
- 8.3. If discussions at the workplace level do not resolve the dispute, the parties to the dispute will try to resolve the dispute through discussions with the Secretary where appropriate, or through an alternative dispute resolution process agreed by the parties.
- 8.4. If the parties do not resolve the dispute following the processes described in this clause, and no other process for resolution is agreed, either party may refer the dispute to mediation. The mediator will be agreed by the parties or, failing agreement, will be chosen by the Merit Protection Commissioner.
- 8.5. Treasury or the employee who is a party to the dispute may appoint another person, organisation or association to accompany or represent Treasury or the employee for the purposes of this clause.
- 8.6. This clause does not apply in respect of the termination of the employee's employment.

Part B – Remuneration and other terms and conditions of employment

9. Employment in the Australian Public Service

- 9.1. The employee is engaged with Treasury under the *Public Service Act 1999* on behalf of the Commonwealth.

10. Probation

- 10.1. Under subsection 22(6) of the *Public Service Act 1999*, it is a condition of the employee's engagement that they satisfactorily complete a probationary period of six months from the commencement of their employment with Treasury (the *Probationary Period*).
- 10.2. During the Probationary Period either the employee or the Secretary may terminate the employee's employment with one week's notice in writing (or payment in lieu of notice).
- 10.3. The terms of the employee's Probationary Period are set out in Treasury's probation policy and guidelines, as varied from time to time.
- 10.4. The Secretary may extend the Probationary Period in exceptional circumstances.

11. Security clearance

- 11.1. Under subsection 22(6) of the *Public Service Act 1999*, it is a condition of the employee's engagement that they obtain and maintain an Australian Government security clearance at the minimum level of [insert security clearance level].
- 11.2. If the Secretary requires a higher level of clearance, obtaining and maintaining the clearance is also a condition of the employee's employment.
- 11.3. If the employee does not maintain an Australian Government security clearance at the level required by this clause at all times, the Secretary may terminate the employee's employment without notice or payment in lieu of notice.

12. Classification

- 12.1. The employee's classification at the commencement of this Determination is SES Band X.

13. Ordinary hours of work

- 13.1. The employee's ordinary hours of work are 38 hours per week.
- 13.2. Unless otherwise agreed, the employee will perform their ordinary hours of work during the bandwidth of 7.00 am to 7.00 pm, Monday to Friday.

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- 13.3. The employee may be required to work reasonable additional hours as are necessary to effectively fulfil the role and expectations of their position or as required by the Secretary.
- 13.4. The employee's remuneration package recognises all hours worked, including any reasonable additional hours. The employee is not entitled to overtime payments, penalty rates or time off in lieu, unless expressly provided for in this Determination.

14. Fitness for duty

- 14.1. In accordance with the APS Employment Principles, the Secretary requires effective performance from each employee in Treasury. Accordingly, the employee is required to:
 - 14.1.1. as a condition of employment under subsection 22(6) of the *Public Service Act 1999*, satisfy all health clearances that are required by the Secretary;
 - 14.1.2. attend for work, unless they are covered by an approved form of leave;
 - 14.1.3. ensure that leave is taken for the reason for which it is granted; and
 - 14.1.4. cooperate with the Secretary in relation to the management of their fitness for work, including by providing Treasury with information regarding their fitness for work where it is relevant to decisions that Treasury makes in relation to the employee's employment.

15. Personal information

- 15.1. The Secretary may, for any purpose relating to the employee's employment with Treasury, or for the reasonable business requirements of Treasury:
 - 15.1.1. collect, from the employee or third parties, and use Personal Information; and
 - 15.1.2. disclose Personal Information, including to the Australian Taxation Office, another Commonwealth Agency, superannuation fund trustees and administrators, insurers, medical or occupational practitioners, financial and legal advisers, and law enforcement bodies.
- 15.2. Disclosure may include the disclosure of Personal Information to the employee's supervisors or managers, where there is a genuine business need for the supervisor or manager to be aware of the information.
- 15.3. In this clause:
 - 15.3.1. **Personal Information** means personal information (including sensitive information) as those terms are defined in the *Privacy Act 1988* concerning the employee; and

15.3.2. *Commonwealth Agency* means a Department, Executive Agency or Statutory Agency within the meaning of the *Public Service Act 1999*.

16. Remuneration

- 16.1. The employee's base salary is provided in the Remuneration Determination, as amended from time to time.
- 16.2. The employee's full time equivalent annual base salary (gross) is \$[insert salary] (the *Base Salary*). If the employee is a part-time employee, their Base Salary will be pro-rated based on their hours of work.
- 16.3. The employee's Base Salary is payable in fortnightly instalments by electronic funds transfer. The employee's first and last instalments will be pro-rated if necessary.
- 16.4. The Secretary may increase the employee's Base Salary by notice in writing.
- 16.5. The Secretary may decrease the employee's Base Salary by notice in writing:
- 16.5.1. because of underperformance in accordance with Treasury's SES Talent, Performance and Development Framework within the relevant salary band determined in the Remuneration Determination;
 - 16.5.2. because the employee's classification has been reduced; or
 - 16.5.3. as a sanction for breach of the APS Code of Conduct.
- 16.6. If the Secretary decreases the employee's Base Salary because of underperformance or as a sanction for breach of the APS Code of Conduct, the employee's Base Salary will not be less than the minimum salary within the salary band applicable to the classification of the employee under the Remuneration Determination.
- 16.7. If the Secretary decreases the employee's Base Salary because the employee's classification has been reduced, the employee's Base Salary will be not less than the minimum salary within the new salary band applicable to the reduced classification of the employee under the Remuneration Determination, an enterprise agreement that applies to the employee, or other relevant instrument.

17. Temporary higher duties

- 17.1. Where the employee is directed by the Secretary to perform duties at a classification higher than their substantive classification, the Secretary may decide that the employee is entitled to a higher duties allowance. The amount of higher duties allowance and the period for which the employee will receive the allowance will be at the Secretary's discretion.

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18. Superannuation

- 18.1. Superannuation entitlements are provided in accordance with the relevant legislation.
- 18.2. Unless the employee is a member of a defined benefit scheme or hybrid scheme (such as PSS and CSS), the rate of superannuation is:
 - 18.2.1. 15.4 per cent of the employee's fortnightly contribution salary for superannuation funds administered by the Commonwealth Superannuation Corporation, including where such funds are stapled funds (as that term is defined in the *Treasury Laws Amendment (Your Future, Your Super) Act 2021*);
 - 18.2.2. 15.4 per cent of the employee's ordinary time earnings for all other accumulation funds, including stapled funds that are not administered by the Commonwealth Superannuation Corporation; or
 - 18.2.3. as otherwise required by law.
- 18.3. The contribution rates for defined benefit schemes or hybrid schemes (such as PSS and CSS) are determined by the Department of Finance and the Commonwealth Superannuation Corporation. For further information, employees should contact their superannuation fund directly.

19. Minimum entitlements

- 19.1. If at any time the employee is entitled to any payment or other benefit as a consequence of their employment under legislation, an industrial instrument or otherwise (including minimum wages, penalties, overtime, allowances and loadings) (*Minimum Entitlements*):
 - 19.1.1. any Minimum Entitlements will be calculated at the applicable minimum hourly rate under legislation or an applicable industrial instrument;
 - 19.1.2. as far as possible, the employee's remuneration and other benefits (including any discretionary benefits) satisfy the Minimum Entitlements; and
 - 19.1.3. the employee's remuneration includes payment for all ordinary or other hours the employee works including on public holidays and substitute public holidays (whether worked or not).

20. Tax and other deductions

- 20.1. Treasury will deduct tax, and other amounts it is required to deduct, from all payments to the employee as required by law.
- 20.2. To the extent permitted by law, the employee authorises Treasury to deduct any previous overpayments of remuneration or other amounts which the employee owes to Treasury from their remuneration and amounts owing to

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them on termination of their employment. The employee acknowledges that this is reasonable and is part of an arrangement which is principally for their benefit.

21. Preservation of entitlements

21.1. For the purposes of all service-based entitlements, the employee's period of service with Treasury will be determined by any relevant legislation.

22. Leave

22.1. In accordance with the applicable law and Treasury policies and guidelines, the employee is entitled to:

22.1.1. annual leave;

22.1.2. long service leave;

22.1.3. personal leave and carer's leave;

22.1.4. compassionate and miscarriage leave;

22.1.5. family and domestic violence leave; and

22.1.6. parental leave (including maternity, adoption, permanent foster care and supporting partner leave).

22.2. The Secretary may approve leave for other purposes including leave granted under Treasury's policies and guidelines. If the Secretary approves leave for other purposes, the Secretary must determine whether the leave should be with or without pay and, subject to relevant legislation, whether the period of leave will count as service.

22.3. For requested personal leave, carer's leave and family and domestic violence leave, the Secretary may require the employee to provide satisfactory evidence confirming any illness or injury or unexpected emergency (including, if relevant, a medical certificate or a statutory declaration).

22.4. If the employee has an annual leave balance of more than 60 days, the Secretary may direct the employee to take annual leave.

23. Public holidays

23.1. Subject to applicable law, the employee acknowledges that, as part of the employee's role, the employee may be required to work on public holidays. The employee acknowledges that this is reasonable and has been taken into account in determining the employee's remuneration.

24. Christmas closedown

24.1. Subject to provision made in this Determination for public holidays, the employee may be absent from duty with pay from the close of business on

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the last working day before Christmas Day until the first working day after New Year's Day without deduction from leave entitlements.

25. Benefits, allowances and reimbursements

- 25.1. The Secretary may determine that the employee is entitled to benefits, allowances or reimbursements (including in relation to the termination of employment) not otherwise provided for in this Determination.

26. Termination of employment

- 26.1. The employee may terminate their employment at any time by giving the Secretary four weeks' notice in writing.
- 26.2. The Secretary may terminate the employee's employment at any time by giving the employee four weeks' notice in writing.
- 26.3. The Secretary may, in their absolute discretion, elect to make a payment to the employee in lieu of any period of notice, or the unexpired part of any period of notice, given under this clause. The employee's employment terminates on the date the Secretary notifies the employee that they have elected to make the payment.
- 26.4. This clause applies subject to any provision of the *Fair Work Act 2009* which may require the employee to be given a period of notice or payment in lieu of notice that is greater than the period of notice or payment in lieu of notice provided in this Determination.
- 26.5. Nothing in this Determination prevents the Secretary from terminating the employee's employment for serious misconduct, without notice or a payment in lieu of notice, subject to Treasury's compliance with the procedures for dealing with breaches of the APS Code of Conduct.

27. Confidential information

- 27.1. The employee acknowledges their responsibility to appropriately use, handle and disclose information obtained or generated in connection with their APS employment, as set out in the *Public Service Act 1999*, the *Privacy Act 1988*, the *Archives Act 1983*, the *Criminal Code Act 1995*, and other relevant legislation.
- 27.2. The employee must keep confidential all Confidential Information other than Confidential Information that:
- 27.2.1. they are required to disclose in the course of their duties as an employee of Treasury (including a disclosure to the Parliament or to a Parliamentary Committee); or
- 27.2.2. that they are required by law to disclose.
- 27.3. The employee must immediately notify Treasury of any suspected or actual unauthorised use, copying or disclosure of Confidential Information.

- 27.4. Without limiting Treasury's rights, the employee must provide assistance reasonably requested by Treasury in relation to any proceedings the Commonwealth may take, or threaten to take, against any person for unauthorised use, copying or disclosure of Confidential Information.
- 27.5. In this clause:
- 27.5.1. ***Confidential Information*** has the same meaning as 'inherently harmful information' in Part 5.6 of the *Criminal Code Act 1995*, and includes all security classified information.



Secretary
Dr Steven Kennedy PSM

Name

Email: Enter email address

Dear Title Last Name

OFFER OF ONGOING EMPLOYMENT UNDER SECTION 22 OF THE *PUBLIC SERVICE ACT 1999* – [INSERT ROLE TITLE]

I am delighted to offer you ongoing employment with the Treasury. Should you accept this offer, you will be engaged to the position of Senior Executive Service Band [1/2/3], [insert role title], commencing date.

Your formal employment conditions are contained in the attached determination made under subsection 24(1) of the *Public Service Act 1999*. Your base salary on commencement will be \$ insert salary per annum. An employer superannuation contribution will also be made, consistent with the relevant superannuation legislation.

It is a condition of your employment that you obtain and maintain an Australian Government security clearance.

To accept this offer, please complete and return the *Acceptance of Offer of Ongoing Employment* attached to this letter. Any questions relating to your offer should be directed to [contact name], on [phone number] or [email].

I would like to take this opportunity to personally congratulate you on this offer. I hope you find your employment with Treasury to be enjoyable and rewarding.

Yours sincerely

Steven Kennedy

Date

ACCEPTANCE OF OFFER OF ONGOING EMPLOYMENT

In relation to this *Offer of Ongoing Employment*, I understand and agree that:

- This engagement is made in accordance with paragraph 22(2)(a) of the *Public Service Act 1999* and is subject to meeting the conditions of engagement detailed in Part B of my subsection 24(1) determination and those set out below.
- I have not received a redundancy benefit from an APS agency, or from Parliamentary Services employment, where the redundancy benefit period has not elapsed.
- It is a condition of my employment that I obtain and maintain an Australian Government security clearance.
- I understand that holding a security clearance at the [insert level] level is an essential qualification for performing my duties and that if I do not hold, cease to hold, or become ineligible to hold the identified security clearance, my employment may be terminated.
- My engagement will be subject to me demonstrating a satisfactory standard of conduct and work performance during a six-month probation period, which is a condition applied to my engagement under subsection 22(6) of the *Public Service Act 1999*. This probation period may be extended in exceptional circumstances.
- My engagement will take effect on [insert date], subject to my commencement of duty on that date.
- I have read the APS Code of Conduct, APS Values and Employment Principles (within the *Public Service Act 1999*), and acknowledge my legal obligation to uphold them throughout my employment in the APS.

I acknowledge that if a condition of my engagement, as detailed in this *Offer of Ongoing Employment*, including the subsection 24(1) determination, is not met, or ceases to be met, my employment may be terminated.

- I wish to **ACCEPT** this offer.
- I wish to **DECLINE** this offer.

Name

Dated

Please return the signed *Acceptance of Offer of Ongoing Employment* to
recruitment@treasury.gov.au.