



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

High Speed Rail Authority
(AG2024/984)

HIGH SPEED RAIL AUTHORITY ENTERPRISE AGREEMENT 2024 - 2027

Commonwealth employment

COMMISSIONER LEE

MELBOURNE, 22 APRIL 2024

Application for approval of the High Speed Rail Authority Enterprise Agreement 2024 - 2027

[1] An application has been made for approval of an enterprise agreement known as the *High Speed Rail Authority Enterprise Agreement 2024 - 2027* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by High Speed Rail Authority. The Agreement is a single enterprise agreement.

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

[3] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 29 April 2024. The nominal expiry date of the Agreement is 28 February 2027.



COMMISSIONER

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<AE524361 PR773809>



Australian Government
High Speed Rail Authority



High Speed Rail Authority Enterprise Agreement 2024-2027

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Definitions

The following definitions apply to this agreement:

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

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

Agency Head means the Chief Executive Officer of High Speed Rail Authority or the Chief Executive Officer's delegate.

Agreement means the High Speed Rail Authority Enterprise Agreement 2024 - 2027.

APS means the Australian Public Service.

APS Award means Australian Public Service Enterprise Award as amended from time to time.

Authority and **the Authority** means the High Speed Rail Authority.

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

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

Broadband refers to the allocation of more than one approved classification by the Authority 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.

Cadet employee means a cadetship for university students to start working while they finish their degree. They generally involve full-time study, with work placements during study breaks, allowing cadets to begin developing their professional skills.

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

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

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

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

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

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

Dependant means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the

employee and who is substantially dependant on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.

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

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

Family means:

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

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

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

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

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

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

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

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

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

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

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

Partner means a spouse (including a former spouse) or de facto partner (including a former de facto partner).

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

Trainee employee means work experience with an agency, and the opportunity to gain formal qualification. Traineeships are suitable for school leavers, TAFE graduates, or people already working.

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

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

Relevant employee means an affected employee.

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

Section 1: Technical matters

Title

1. This agreement will be known as the High Speed Rail Authority Enterprise Agreement 2024 - 2027.

Parties to the agreement

2. This agreement covers:
 - 2.1 the Agency Head, for and on behalf of the Commonwealth of Australia as the employer;
 - 2.2 all employees in the Authority employed under the PS Act other than:
 - 2.2.1 Senior Executive Service employees or equivalent;
 - 2.3 subject to notice being given in accordance with section 183 of the FW Act, the following employee organisation which were a bargaining representative for this agreement:
 - 2.3.1 Community and Public Sector Union.

Operation of the agreement

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

Delegations

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

National Employment Standards (NES) precedence

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

Closed comprehensive agreement

6. 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.
7. This agreement will be supported by policies and guidelines, as implemented and varied from time to time.
8. 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

9. The Agency Head and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - 9.1 the agreement deals with one or more of the following matters:
 - 9.1.1 arrangements about when work is performed;
 - 9.1.2 overtime rates;
 - 9.1.3 penalty rates;
 - 9.1.4 allowances;
 - 9.1.5 remuneration; and
 - 9.1.6 leave and leave loading; and
 - 9.2 the arrangement meets the genuine needs of the Authority and employee in relation to one or more of the matters mentioned in clause 11.1; and
 - 9.3 the arrangement is genuinely agreed to by the Agency Head and employee.
10. The Authority must ensure that the terms of the individual flexibility arrangement:
 - 10.1 are about permitted matters under section 172 of the FW Act;
 - 10.2 are not unlawful terms under section 194 of the FW Act; and
 - 10.3 result in the employee being better off overall than the employee would be if no arrangement was made.
11. The Authority must ensure that the individual flexibility arrangement:
 - 11.1 is in writing;
 - 11.2 includes the name of the Agency Head and employee;

- 11.3 is signed by the Agency head and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- 11.4 includes details of:
 - 11.4.1 the terms of the agreement that will be varied by the arrangement;
 - 11.4.2 how the arrangement will vary the effect of the terms;
 - 11.4.3 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
- 11.5 states the day on which the arrangement commences.
- 12. The Agency Head must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 13. The Agency Head or employee may terminate the individual flexibility arrangement:
 - 13.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 13.2 if the Agency Head and employee agree in writing – at any time.
- 14. The Agency Head and employee are to review the individual flexibility arrangement at least every 12 months.

Usual location of work

- 15. 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.
- 16. The Agency Head and employee may agree to vary the employee's designated office location on a temporary or permanent basis.

Section 2: Remuneration

Salary

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

Payment of salary

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

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

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

Salary setting

21. Where an employee is engaged, moves to or is promoted in the Authority, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Agency Head determines a higher salary within the relevant salary range under these salary setting clauses.
22. The Agency Head may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
23. In determining a salary under these salary setting clauses, the Agency Head will have regard to relevant factors including the employee's experience, qualifications and skills.
24. Where an employee commences ongoing employment in the Authority immediately following a period of non-ongoing employment in the Authority for a specified term or task, the Agency Head will determine the payment of the employee's salary within the relevant salary range of

the relevant classification which recognises the employee's prior service as a non-ongoing employee in the Authority.

25. Where an employee commences ongoing employment in the Authority immediately following a period of casual employment in the Authority, the Agency Head 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 casual employee in the Authority.
26. Where an APS employee moves to the Authority at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the Agency Head will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
27. Where the Agency Head determines that an employee's salary has been incorrectly set, the Agency Head may determine the correct salary and the date of effect.
28. If an employee requests, in writing, and the Agency Head agrees, a temporary reassignment of duties at a lower classification level, the Agency Head may determine in writing the rate of salary applicable to the lower level that the employee will be paid.

Salary progression

29. Employees will be entitled to progress one salary point up the salary scale on 1 July each year, subject to meeting the requirements set out in this clause.
30. Consistent eligibility rules for salary progression will include:
 - 30.1 a satisfactory performance rating during the employee's most recent performance review; and
 - 30.2 6 months of aggregate eligible service in the agency at or above the relevant classification level during the most recent annual performance management cycle. 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.
31. Eligible service for salary progression will include:
 - 31.1 periods of paid leave and unpaid parental leave;
 - 31.2 periods of unpaid leave that count as service; and
 - 31.3 service while employed on a non-ongoing basis.
32. During a period of unpaid parental leave employees will be eligible to progress one salary point, regardless of the length of unpaid parental leave.
33. Employees who are acting at a higher classification, and satisfy the eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.
34. Casuals are not eligible for salary progression unless agreed to by the Agency head.

Accelerated Salary Progression

35. A manager may submit a proposal to the Agency Head, in writing, that an employee receive accelerated salary progression if the manager considers that the employee has demonstrated outstanding skills and competencies.
36. Upon receipt of a proposal under clause 35, the Agency Head may progress an employee to the next salary point up the salary scale applying to the employee's substantive classification if the Agency Head is satisfied that the employee:
 - 36.1 has participated in the Authority's performance processes for the previous six months; and
 - 36.2 at the time of the request for accelerated salary progression, the employee has continued to consistently exceed performance expectation for their level and has met several of the required performance standards of the next level up.

Superannuation

37. The Authority will make compulsory employer contributions as required by the applicable legislation and fund requirements.
38. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
39. The Authority 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 Authority's payroll system.

Method for calculating superannuation salary

40. The Authority 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.
41. Employer contributions will be made for all employees covered by this agreement.
42. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

Payment during unpaid parental leave

43. 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.
44. The Authority 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 Authority's payroll system.

Overpayments

45. An overpayment occurs if the Agency Head 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).
46. Where the Agency Head considers that an overpayment has occurred, the Agency Head will provide the employee with notice in writing. The notice will provide details of the overpayment.
47. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Agency Head 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.
48. 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.
49. The Agency Head and the employee will discuss a suitable recovery arrangement. A recovery arrangement will consider the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
50. The Agency Head and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
51. Interest will not be charged on overpayments.
52. Nothing in clauses 45 to 51 prevents:
 - 52.1 the Agency Head from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
 - 52.2 the Agency Head from pursuing recovery of the debt through other available legal avenues; or
 - 52.3 the employee or the Agency Head from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Supported wage system

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

Section 3: Allowances and reimbursements

Higher duties allowance

55. Where a role needs to be filled for 2 or more working weeks, higher duties allowance will be paid to an employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
56. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the Agency Head.
57. 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.
58. Where an employee is assigned only part of the higher duties, the Agency Head will determine the amount of allowance payable.
59. Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job sharing arrangement where the duration of the arrangement is at least 2 working week.
60. The Agency Head may shorten the qualifying period for higher duties allowance on a case-by-case basis.

Meal allowance

61. Employees who work two hours overtime on a normal rostered work day, or four hours on a non-work day, will be entitled to a meal allowance. The amount of the meal allowance will be the amount published from time to time by the Australian Taxation Commissioner as the reasonable amount for overtime meal expenses in the Commissioner's ruling on reasonable travel and meal allowance expense amounts.
62. Employees who work nine hours continuous overtime will be entitled to a further meal allowance.
63. Employees who are provided with a meal, or are performing overtime at home will not be entitled to a meal allowance.
64. Executive Level employees who work extended hours may be entitled to payment for meal allowance.
65. Meal allowance will be paid to employees fortnightly through the payroll system.

Motor vehicle allowance

66. An employee may be authorised, in advance, to use a private motor vehicle owned or hired by the employee for official purposes if the Agency Head decides that it is appropriate to do so, having regard to the individual circumstances. Use of the car for official purposes is at the employee's own expense and risk.
67. If an employee's private motor vehicle is approved for official purposes, the employee will be entitled to be paid the amount per kilometre as specified in Part 2 of Schedule 1 of the *Income Tax Assessment Regulations 1997*. On request by the Agency Head, an employee will provide evidence of the engine capacity of the employee's private motor vehicle for the purposes of determining the applicable rate of allowance.

Reimbursement for work related expenses

68. Employees may be reimbursed for fair and reasonable work related expenses incurred during the course of, or arising out of their employment, if the Agency Head so decides.

Workplace responsibility allowances

69. A workplace responsibility allowance will be paid where an employee holds the relevant certification and/or training and is appointed by the Authority or elected by eligible peers to one of the following roles:
- 69.1 First Aid Officer
 - 69.2 Health and Safety Representative
 - 69.3 Emergency Warden
 - 69.4 Harassment Contact Officer
 - 69.5 Mental Health First Aid Officer
70. An employee is not to receive more than one workplace responsibility allowance unless approved by the Agency Head due to operational requirements.
71. The rate will be:

Rate from Commencement of agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$32.58 per fortnight	\$33.82 per fortnight	\$34.97 per fortnight

72. The full allowance is payable regardless of flexible work and part-time arrangements.
73. An employee's physical availability to undertake the role will be considered 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.

74. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount outlined in clause 71, provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

Community language allowance

75. A community language allowance will be paid where the Agency Head 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 Agency Head. Further information is included in policy.

76. 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 Agency Head, 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 Agency Head.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

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

Section 4: Classifications and broadbands

Trainee employees

81. Employees engaged as a Trainee will have a commencement salary as specified in clause 82 and 83, unless otherwise determined by the Agency Head.
82. Trainee (Administrative) employees will commence on the minimum APS level 1 salary point. On successfully completing their training, the employee will progress to the maximum APS level 1 salary point and will be assigned to this APS classification or such other classification which is in accordance with the *Public Service Classification Rules 2000*.
83. Trainee (Technical) employees will commence on the minimum APS level 2 salary point. On successfully completing their training, the employee will progress to the minimum APS level 3 salary point and will be assigned to this APS classification or such other classification which is in accordance with the *Public Service Classification Rules 2000*.
84. Trainee employees will undertake a course of training as determined by the Agency Head.

Cadet employees

85. Subject to the following clause, Cadet employees' rate of pay as a percentage of the APS Level 2.1 salary point will apply as follows:
 - 85.1 100% when undertaking practical training; and
 - 85.2 57% when undertaking full-time study.
86. Cadet employees will undertake a course of training as determined by the Agency Head.
87. The Authority will assist Cadet employees to purchase compulsory books and any other equipment required for their studies.
88. On successfully completing their training, ongoing Cadet employees will progress to a salary point at or above the minimum salary point applying to APS Level 3 as determined by the Agency Head and will be assigned to this APS classification or such other classification which is in accordance with the *Public Service Classification Rules 2000*.

Broadbands

89. The Agency Head may determine the commencement salary and broadband progression requirements for entry level employees who are engaged through whole of government target programs.

Work Level Standards

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

Section 5: Working hours and arrangements

Job security

Commitment to ongoing employment and rebuilding APS capacity

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

Reporting

92. Where a consultative committee is in place, the Authority will report to the Authority 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 the Authority.

Pathways to permanency

93. The Authority and the APS will comply with the casual conversion provision(s) of the FW Act. In addition, the Authority recognises that a proactive approach, including regularly reviewing casual and non-ongoing arrangements, is both a fair and efficient approach to supporting ongoing employment as the usual form of employment.

Casual (irregular or intermittent) employment

94. A casual (irregular or intermittent) employee is defined in the definitions section.
95. A decision to expand the use of casual employees is subject to consultation in Section 10 of this agreement.
96. The Authority will regularly review the working arrangements of casual employees 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.
97. Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
98. 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.
99. A casual employee will be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
100. A casual employee who is eligible for a workplace responsibility allowance will be paid the full amount.

Non-ongoing employment

101. A non-ongoing employee is defined in the definitions section.
102. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
 - 102.1 personal/carer's leave accrual; and
 - 102.2 redundancy provisions, subject to clause 103;
103. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions in this agreement will apply.
104. If the redundancy provisions apply to an employee under clause 103, the agency must adhere to the consultation requirements in this agreement.

Working hours

105. Standard hours of work for a full-time employee is 7 hours and 30 minutes per day (Monday to Friday) within the bandwidth of 7:00am to 7:00pm. This is a total of 37.50 hours per week or 150 hours per four-week settlement period.
106. A standard day for the purposes of leave, attendance (including flex) and payment of salary shall constitute the hours 8:30am–12:30pm and 1:30pm–5:00pm.
107. Standard hours for part-time employees will provide for no less than three hours per day (or an alternative period agreed by the Agency Head and the employee (in alignment with flexible working arrangements 154 to 181 clauses) and will be continuous on any one day.
108. Further information can be found in policy.

Flex for APS 1-6 classifications

109. Flex is available to all APS 1-6 employees, subject to operational requirements, the availability of work, and the approval of the employee's manager, which may be either general or specific.
110. Part-time employees may access the same flex arrangements as full-time employees but their maximum flex credit and debit levels will be on a pro rata basis.
111. Flex may not be used to vary a part-time employee's hours without the consent of the employee concerned.

Flex Credits

112. Employees may accrue flex credit to a total of 30 hours. Where due to exceptional operational pressures, the manager and employee cannot take action to prevent the employee from exceeding the maximum flex credit of 30 hours at the end of the settlement period, a higher flex credit may be carried over on a temporary basis to the end of the next settlement period.
113. Excess balance beyond 30 hours require the employee and manager to agree to a strategy to reduce the excess hours to under 30 hours within four weeks.

114. With the agreement of their manager and subject to operational requirements, an employee may take as much consecutive flex leave as they have accrued.
115. Notwithstanding clause 112 and 119, employees should have an opportunity to exhaust their flex credits before ceasing employment with the Authority.
116. If an employee leaves the Authority any unexhausted flex credit will not be paid out.

Flex Debits

117. Employees may carry forward a maximum flex debit of 15 hours from one settlement period to the next
118. Employees with a maximum flex debit of 15 hours may be required to take any additional debits as Miscellaneous leave without pay.
119. If an employee leaves the Authority any flex debit may be recovered on termination.

Recording attendance

120. Employees and managers are responsible for ensuring that flex attendance records are:
 - 120.1 completed accurately at time of commencement and finishing work;
 - 120.2 promptly checked and certified by managers; and
 - 120.3 stored in accordance with the policy.

Revision to standard hours

121. The Agency Head may require an employee to work standard hours where it is reasonably considered that:
 - 121.1 standard hours are required to meet operational requirements;
 - 121.2 The Agency Head may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 172; or
 - 121.3 the employee has been absent without authorisation under clause 256 and 257.
122. Access to flex will not be available where an employee is required to work standard hours under this clause.
123. Where the revision to standard hours is being considered, the proposed action should be discussed with the affected employee and a written explanation of the reasons for requiring the employee to revert to standard hours be provided.
124. Where the employee has been reverted to standard hours, they will work the prescribed standard hours of duty of 7.5 hours per day, from 8:30 am to 5:00 pm (or other standard hours determined to genuinely address the employee's needs) for a period of time at the discretion of the Agency Head.
125. The period of time that an employee is reverted to standard hours will be reviewed at regular intervals.

Executive Level Time Off in Lieu (EL TOIL)

126. Executive level employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
127. Executive level employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the Authority.
128. 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.
129. The working arrangements for an Executive level employee should be agreed through discussion between the manager and the Executive level 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.
130. An Executive level employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the Executive level employee and their manager.
131. 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.
132. Requests from Executive level employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

Overtime

133. APS Level 1 – 6 employees are entitled to an overtime payment, if their manager has directed that they perform additional duties as follows:
 - 133.1 for full-time employees, in excess of 7 hours and 30 minutes worked on any day between Monday to Friday inclusive; or
 - 133.2 for part-time employees, beyond their agreed regular hours of the day; or
 - 133.3 for employees on a flexible working arrangement, beyond their agreed regular hours for that day; or
 - 133.4 outside the bandwidth hours, Monday 7:00am to 7:00pm, Monday to Friday (or the employee's agreed bandwidth hours); or
 - 133.5 on a Saturday, Sunday or Public Holiday.
134. Casual employees will be paid overtime consistent with the APS Award (refer to bandwidth in clause 133.4).
135. An employee may be recalled to the workplace at any time as requested subject to the hours being considered reasonable in accordance with section 62 of the FW Act. An employee may refuse to work additional hours if they are unreasonable.
136. Executive Level employees are not entitled to overtime payments except in exceptional circumstances as determined by the Agency Head.

Overtime rates

137. The rates payable for overtime are:

For overtime worked on	Overtime time rate
Monday to Saturday—first 3 hours	150%
Monday to Saturday—after 3 hours	200%
Sunday—all day	200%
Public Holiday	250%

138. The rate of overtime includes any allowances being paid as salary.

139. Calculation of overtime will be rounded to the nearest quarter of an hour.

Minimum overtime rates

140. An employee required to return to the workplace to work overtime must be paid a minimum of one hour at the appropriate overtime rate for each time they are recalled.

141. An employee who performs overtime while on restriction under clause 148 to 153 will be entitled to a minimum overtime payment as specified in those provisions.

Rest period after overtime

142. Employees who work overtime will be entitled to an eight-hour break plus reasonable travel time following the end of the period of work before commencing again.

143. If an employee is required to commence or continue work without having eight hours consecutive break, they will be paid double time (200%) for time worked until released from duty. The employee is also entitled to have eight consecutive hours off duty without loss of payment for any ordinary working time during that period.

144. The rest period does not apply to overtime in relation to emergency duty in clause 145.

Emergency duty

145. Employees who are recalled to duty in an emergency at a time they would not normally be on duty, and without reasonable notice prior to ceasing ordinary hours of work, the employee will be paid for emergency duty at the rate of double time (200%).

146. Payment will include reasonable time taken to travel to and from emergency duty. The minimum payment will be two hours at double time (200%).

Time off in Lieu (TOIL)

147. Employees may elect, with agreement of their manager, to forgo overtime payments and take the time worked as TOIL on an 'hour by hour' basis. For example - the employee works three hours of overtime on a Monday which is calculated at 3 hours x 150% (overtime rate) this will result in 4.5 hours of TOIL.

Restriction duty

148. APS Level 1 – 6 employees may be directed, in advance, to be contactable and to be available to perform extra duty outside their ordinary hours of work.
149. The rate of payment will be 7.5 per cent of the employee's hourly rate of salary for each restricted hour on Monday to Friday, 10 per cent of the employee's hourly rate of salary for each restricted hour on Saturday and Sunday, and 15 per cent of the employee's hourly rate of salary for each restricted hour on public holidays.
150. The employee's salary for the purposes of restriction allowance must include higher duties allowance and any other allowances paid as salary.
151. Emergency duty under clause 145 will not apply where an employee is called to duty while on restriction.
152. Where an employee on restriction is required to perform work, they will receive minimum one-hour overtime payment
153. Executive Level employees are not entitled to restriction allowance except in exceptional circumstances as determined by the Agency Head.

Flexible working arrangements

154. The Authority, employees and their union recognise:
 - 154.1 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;
 - 154.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
 - 154.3 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;
 - 154.4 that flexibility applies to all roles in the Authority, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
 - 154.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
155. The Authority is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the Authority at all levels. This may include developing and implementing strategies through an Authority consultative committee.
156. 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

157. The following provisions do not diminish an employee's entitlement under the NES.

158. An employee may make a request for a formal flexible working arrangement.
159. The request must:
 - 159.1 be in writing;
 - 159.2 set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - 159.3 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.
160. The Agency Head must provide a written response to a request within 21 days of receiving the request.
161. The response must:
 - 161.1 state that the Agency Head approves the request and provide the relevant detail in clause 162; or
 - 161.2 if following a discussion between the Authority and the employee, the Authority and the employee agree to change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
 - 161.3 state that the Agency Head refuses the request and include the following matters:
 - 161.3.1 details of the reasons for the refusal; and
 - 161.3.2 set out the Authority's particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - 161.3.3 either:
 - 161.3.3.1 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
 - 161.3.3.2 state that there are no such changes; and
 - 161.3.4 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 sections 65B and 65C of the FW Act.
162. Where the Agency Head approves the request, this will form an arrangement between the agency and the employee. Each arrangement must be in writing and set out:
 - 162.1 any security and work health and safety requirements;
 - 162.2 a review date (subject to clause 166); and
 - 162.3 the cost of establishment (if any).

163. The Agency Head may refuse to approve the request only if:
- 163.1 the Agency Head has discussed the request with the employee; and
 - 163.2 the Agency Head 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
 - 163.3 the Agency Head and the employee have not reached such an agreement; and
 - 163.4 the Agency Head has had regard to the consequences of the refusal for the employee; and
 - 163.5 the refusal is on reasonable business grounds.
164. Reasonable business grounds include, but are not limited to:
- 164.1 the new working arrangements requested would be too costly for the Authority;
 - 164.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
 - 164.3 it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
 - 164.4 the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
 - 164.5 the new working arrangements requested would be likely to have a significant negative impact on customer service; and
 - 164.6 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.
165. For First Nations employees, the Authority must consider connection to country and cultural obligations in responding to requests for altering the location of work.
166. Approved flexible working arrangements will be reviewed by the Agency Head 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

167. An employee may request to vary an approved flexible working arrangement in accordance with clause 159. An employee may request to pause or terminate an approved flexible working arrangement.
168. The Agency Head may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 172.
169. The agency must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical

operational circumstances or an employee demonstrated and repeated failure to comply with the agreed arrangements.

170. Prior to the Agency Head varying, pausing or terminating the arrangement under clause 168, the Authority must have:
 - 170.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
 - 170.2 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);
 - 170.3 had regard to the consequences of the variation, pause or termination for the employee;
 - 170.4 ensured the variation, pause or termination is on reasonable business grounds; and
 - 170.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 161.3.

Working from home

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

Ad-hoc arrangements

176. 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.
177. Employees should, where practicable, make the request in writing and provide as much notice as possible.
178. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 157 to 166.
179. The Authority 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.

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

Altering span of hours

181. An employee may request to work an alternative regular span of hours (bandwidth hours). If approved by the Agency Head, hours worked on this basis will be treated as regular working hours and will not attract overtime payments. The Authority will not request or require that any employee alter their regular span of hours (bandwidth hours) under these provisions.

Part-time work

182. The Agency Head may agree in writing to an employee working less than an average of 75 hours a fortnight over a specified period for a maximum of 12 months (in alignment with flexible working arrangements clauses 154 to 181).
183. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
184. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
185. Unless otherwise specified in the agreement, or required by legislation, non-expense related allowances/leave will be calculated on pro-rata basis.
186. Part-time employees must work at least three hours on any agreed working day.
187. Requests from employees returning from Parental leave to work on a part-time basis will be, subject to operational requirements, favourably considered.
188. Further information can be found in policy.

Annual closedown

189. The Authority's offices will be closed for normal business purposes from 25 December and resume normal business on the first working day following the first day of January ('the annual closedown').
190. Over the annual closedown, employees who work full-time are entitled to absent themselves for the ordinary working days (Monday to Friday) during that period and record on their attendance record as the annual Closedown period. There will be no requirement to take annual leave or flex leave over this period. Employees who work part-time are entitled to record the number of hours that they would have worked during the working days of approved annual closedown period.
191. If an employee is recalled to duty to attend an emergency during a period of annual closedown period, the employee may be entitled to overtime in accordance with clause 145.

Public holidays

192. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- 192.1 1 January (New Year's Day);
 - 192.2 26 January (Australia Day);
 - 192.3 Good Friday and the following Monday;
 - 192.4 25 April (Anzac Day);
 - 192.5 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);
 - 192.6 25 December (Christmas Day);
 - 192.7 26 December (Boxing Day); and
 - 192.8 any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.
193. 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.
194. The Agency Head 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.
195. The Agency Head 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.
196. 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.
197. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is at half pay.)
198. 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 193.1 to 193.8.

199. 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.
200. 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 Agency Head 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 Executive level TOIL in recognition of their planned day off.

Section 6: Leave

Annual leave

201. An employee (other than casual employees) is entitled to 4 weeks of paid Annual leave per annum. Annual leave for part-time employees accrues on a pro-rata basis.
202. Annual leave will accrue daily and be credited monthly in arrears, in hours and minutes. Annual leave will not accrue during any period of leave that does not count as service (including unauthorised absence). The crediting of Annual leave monthly in arrears will not limit the employee's access to use this leave as it accrues.
203. Annual leave counts as service for all purposes.
204. Annual leave will be taken at a time agreed between the employee and their manager.
205. Annual leave may be taken at either full pay or half pay.
206. Where Annual leave is cancelled or the employee is recalled to duty, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.
207. Annual leave cannot be used to break periods of LSL except as provided for by the ML Act.
208. Employees will receive payment in lieu of any untaken Annual leave upon separation from the APS. The employee must be paid the full amount of what would have been payable to the employee had the employee taken the leave that the employee has forgone.
209. Further information can be found in policy.

Annual leave cash out

210. The Agency Head may approve in writing an employee's written application to cash out up to four weeks of accrued Annual leave per calendar year.
211. An employee may only apply to cash out Annual leave if the employee:
 - 211.1 has at least 12 months continuous services in the APS;

- 211.2 has taken at least an equivalent amount of Annual leave in the previous 12-month period to the amount they are seeking to cash out;
 - 211.3 will have a remaining accrued entitlement to paid Annual leave of at least four weeks after any cash out;
 - 211.4 each cashing out of a particular amount of paid Annual leave must be in a separate written application to the Agency Head; and
 - 211.5 the employee must be paid the full amount of what would have been payable to the employee had the employee taken the leave that the employee has forgone.
212. Further information can be found in policy.

Excess Annual leave

213. Where an employee's amount of accrued Annual leave is approaching an equivalent of 12 weeks, the employee and their manager should discuss and agree on a leave management strategy to reduce the amount of accrued Annual leave.
214. Where an employee has accrued an equivalent of 12 weeks or more of Annual leave, the Agency Head may require an employee to absent themselves from the workplace and take Annual leave on one month's written notice to the employee, unless there is an agreed strategy to reduce the accrued leave within three months. The Agency Head may require an employee to take up to two weeks of Annual leave in each instance. The employee may apply to take additional Annual leave at this time.
215. Further information can be found in policy.

Purchased leave

216. Subject to an employee having at least 12 months continuous service in the APS, the employee may apply to purchase up to 40 days additional leave per year. Purchased leave will be purchased by a corresponding reduction in the employee's fortnightly pay over a 12-month period commencing on the first pay after the application to Purchased leave is approved. Periods of Purchased leave count for service.
217. Purchased leave must be used:
- 217.1 within 12 months of the application to purchase leave being approved; and
 - 217.2 in full day or part day increments.
218. An employee will be refunded any unused Purchased leave amount after 12 months, unless the employee receives written approval to carry the Purchased leave over.
219. Applications for Purchased leave will be considered having regard to the operational requirements of the Authority. To assist in this consideration, an application for Purchased leave should include an indication of the period(s) during which the employee intends to use the leave.

Personal/carer's leave

220. An employee is entitled to 20 days paid Personal/carer's leave (PCL) per year (pro-rata for part-time employees).
221. PCL will accrue progressively and be credited monthly in advance (based on an employee's commencement date). Employees will be credited with one months' PCL accrual on commencement with the Authority.
222. From no later than 1 January 2026, ongoing employees accrual method will transition to, 20 days PCL will be credit upon the employee's commencement. In subsequent years, the employee's leave will accrue daily and be credited monthly.
223. From no later than 1 January 2026 non-ongoing employees PCL will be credited upon employee's commencement with the Authority. This will be 20 days leave pro-rated based on the employee's initial contract period, and is capped at 20 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to PCL, leave will accrue daily and credited monthly.
224. PCL may be taken at either full pay or half pay.
225. PCL will not accrue during any period of leave that does not count as service (including unauthorised absence).
226. An employee who receives compensation under the Safety, Rehabilitation and Compensation Act 1988 (Cth) for more than 45 weeks accrues PCL credit on a pro rata basis based on the hours worked.
227. Subject to notice and evidence requirements, the Agency Head will approve PCL because the employee:
 - 227.1 is not fit for work due to a personal injury or illness;
 - 227.2 is attending an appointment with a registered health practitioner;
 - 227.3 to manage a chronic condition;
 - 227.4 is providing care or support to a family or household member or a person they have caring responsibilities for because of:
 - 227.4.1 a personal illness or personal injury affecting the person; or
 - 227.4.2 an unexpected emergency affecting the person.
228. A person that an employee has caring responsibilities for may include a person who needs care because they:
 - 228.1 have a medical condition, including when they are in hospital;
 - 228.2 have a mental illness;
 - 228.3 have a disability;
 - 228.4 are frail or aged; and
 - 228.5 are a child, not limited to a child of the employee.

229. Except where it will result in an employee having fewer accumulated days of PCL that the employee is entitled to under the NES, the Agency Head may also approve PCL because the employee:
- 229.1 is affected by a genuine emergency situation such as bushfires, floods and earthquakes
230. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.
231. An employee is required to give their manager notice of the taking of PCL, including notification of the reason for the PCL absence in accordance with the permissible reasons for taking PCL set out under clause 227 and 230 and the expected period of absence.
232. If the employee is unable to provide prior notification of their intended PCL absence, employees must, as far as practicable, advise their manager of their intention to be absent no later than two hours after their normal start time on the day of their absence.
233. Where the period of expected absence extends beyond that originally notified, the employee must advise their manager as soon as practicable.
234. Evidence may be requested for an employee to be entitled to paid PCL, where the employee is absent from work:
- 234.1 for a period of three or more consecutive work days; or
 - 234.2 for any absence taken in excess of ten days (pro-rata for part-time employees) paid PCL without supporting evidence in the preceding 12-month period.
235. Evidence for the purposes of PCL means:
- 235.1 a certificate from registered health practitioners and registered health providers;
 - 235.2 a statutory declaration. The statutory declaration must include why the employee is or was unable to attend work in accordance with the permissible reasons for taking PCL under clause 227 and 230; or
 - 235.3 another form of evidence approved by the Agency Head.
236. 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.
237. The Agency Head may allow an employee to take PCL without pay where paid PCL credits are exhausted, subject to the notice and evidence requirements.
238. The Agency Head may waive the requirement to provide notification and/or evidence in specific circumstances.
239. Further information can be found in policy.

Portability of leave

240. Where an employee moves into the Authority from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.
241. Where an employee is engaged in the Authority immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
242. Where an employee is engaged as an ongoing employee in the Authority and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
243. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
244. Where an employee is engaged as an ongoing employee in the Authority, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 241), the Agency Head will recognise any unused accrued personal/carer's leave at the employee's request. The Agency Head will advise the employee of their ability to make this request.
245. Where an employee is engaged as an ongoing employee in the Authority, and immediately prior to the engagement the person was employed by a State or Territory Government, the Agency Head may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
246. For the purposes of clauses 240 to 245, an employee with a break in service of less than 2 months is considered to have continuity of service.

Re-crediting of leave

247. When an employee is on:
 - 247.1 annual leave;
 - 247.2 purchased leave;
 - 247.3 defence reservist leave;
 - 247.4 First Nations ceremonial leave;
 - 247.5 NAIDOC leave;
 - 247.6 cultural leave; or
 - 247.7 long service leave; and

becomes eligible for, under legislation or this agreement:

247.8 personal/carer's leave;

247.9 compassionate or bereavement leave;

247.10 jury duty;

247.11 emergency services leave;

247.12 leave to attend to family and domestic violence circumstances; or

247.13 parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

248. 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.

249. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

Long service leave

250. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

251. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause of this agreement.

Miscellaneous leave

252. The Agency Head may approve Miscellaneous leave with or without pay for a purpose that the Agency Head considers to be in the interest of the Authority or where the employee is entitled to leave under the NES.

253. The Agency Head may approve paid Miscellaneous leave to casual employees to provide for family and domestic violence leave and otherwise by Government directive.

254. Miscellaneous leave will generally be granted as leave without pay that does not count for service.

255. Further information can be found in policy.

Unauthorised leave

- 256. Where an employee is absent from work without approval, all salary and entitlements (including leave accrual) provided under this agreement will cease to be available until the employee resumes work or is granted leave.
- 257. Where an employee is absent from duty without authorisation, the period of absence will not count as service for any purpose.

Cultural, ceremonial and NAIDOC leave

NAIDOC leave

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

First Nations ceremonial leave

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

Cultural leave

- 264. The Agency Head may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
- 265. The Agency Head may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 266. Cultural leave can be taken as part days.
- 267. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 260 to 263.

Parental leave

268. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
269. 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 to 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.
270. 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.
271. Upon request from a primary caregiver the Agency Head will agree to an extension of up to 12 months, to be taken as Miscellaneous leave without pay, immediately following the end of the initial 24-month period of Parental leave.
272. 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

273. An employee is entitled to parental leave with pay as per clauses 275 and 276 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.
274. Employees newly engaged in the agency or who have moved to Authority from another APS agency are eligible for the paid parental leave in clauses 275 and 276 where such paid leave had not already been provided by another APS agency or Commonwealth employer in the 24 months since the child’s date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 275 and 276, the balance is available to the employee.
275. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in the **Table** below.

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

Paid leave entitlement under the ML Act	Additional parental leave with pay under this agreement for the primary caregiver
No ML Act eligibility or coverage	18 weeks

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

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

277. **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.

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

279. **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

280. 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.

281. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

Stillbirth

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

Pregnancy loss leave

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

Premature birth leave

286. 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

287. 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 286 until after the legislated paid maternity leave is used.

Compassionate leave

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

Bereavement leave

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

Emergency response leave

296. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:
- 296.1 the time engaged in the activity;
 - 296.2 reasonable travelling time; and
 - 296.3 reasonable recovery time.
297. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The Agency Head may provide additional emergency response leave with pay.
- 297.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
298. Paid leave may be refused where the employee's role is essential to the Authority's response to the emergency.
299. 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.
300. The Agency Head may approve reasonable paid or unpaid leave for ceremonial duties and training.
301. Emergency response leave, with or without pay, will count as service.

Jury duty

302. 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.

303. 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.
- 303.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
304. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
305. 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 the Authority for the period of absence. This will be administered in accordance with the overpayment clause.

Defence reservist leave

306. The Agency Head will give an employee leave with or without pay to undertake:
- 306.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
- 306.2 Australian Defence Force Cadet obligations.
307. An employee who is a Defence Reservist can take leave with pay for:
- 307.1 up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
- 307.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
308. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
309. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
- 309.1 Australian Navy Cadets;
- 309.2 Australian Army Cadets; and
- 309.3 Australian Air Force Cadets.
310. In addition to the entitlement at clause 309, 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.
311. Paid defence reservist leave counts for service.
312. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
313. Unpaid leave taken over 6 months counts as service, except for annual leave.

314. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

Defence service sick leave

315. An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:

315.1 warlike service; or

315.2 non-warlike service.

316. An eligible employee can get 2 types of credits:

316.1 an initial credit of 9 weeks (45 days) defence service sick leave (pro-rata for part-time employees) will apply as at the following dates, whichever is later

316.1.1 they start employment with the APS; or

316.1.2 DVA certifies the condition; and

316.2 an annual credit of 3 weeks (15 days) defence service sick leave (pro-rata for part-time employees).

317. An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.

318. Unused annual credits can be built up to 9 weeks.

319. An employee cannot use annual credits until the initial credit is exhausted.

320. Defence service sick leave is paid and counts as service for all purposes.

Leave to attend proceedings

321. 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.

322. An employee who is not covered under clause 321, 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 the Authority.

323. An employee may otherwise be granted paid or unpaid miscellaneous leave by the Agency Head 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.

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

Section 7: Employee support and workplace culture

Blood donation

- 325. 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.
- 326. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

Vaccinations

- 327. The Authority will offer annual influenza vaccinations to all employees at no cost.
- 328. Where the Authority requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

Employee Assistance Program

- 329. 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 the Authority and will be accessible on paid time.

Respect at work

Principles

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

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

Family and domestic violence support

333. The Authority will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
334. The Authority recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
335. Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.
336. 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:
 - 336.1 illness or injury affecting the employee resulting from family and domestic violence;
 - 336.2 providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
 - 336.3 providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
 - 336.4 making arrangements for the employee's safety, or the safety of a close relative;
 - 336.5 accessing alternative accommodation;
 - 336.6 accessing police services;
 - 336.7 attending court hearings;
 - 336.8 attending counselling; and
 - 336.9 attending appointments with medical, financial or legal professionals.
337. 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.
338. 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.
339. These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.
340. 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.
341. 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.
342. Evidence may be requested to support the Authority 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 the Authority will require, unless the employee chooses to provide another form of evidence.

343. 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.
344. The Authority will take all reasonable measures to treat information relating to family and domestic violence confidentially. The Authority will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the Authority may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
345. Where the Authority needs to disclose confidential information for purposes identified in clause 346, where it is possible the Authority will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
346. The Authority 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.
347. 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.
348. The Authority 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.
349. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

Integrity in the APS

350. The Authority 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 Authority decisions.
351. 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.
352. Employees can, during their ordinary work hours, take time to:
 - 352.1 access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the agency; and
 - 352.2 attend Authority mandated training about integrity.

First Nations cultural competency training

353. The Agency Head will take reasonable steps to ensure all substantive, ongoing Executive level 2 (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.
354. Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

Lactation and breastfeeding support

355. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
356. The Authority will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 357. In considering whether a space is appropriate, an agency should consider whether:
- 356.1 there is access to refrigeration;
 - 356.2 the space is lockable; and
 - 356.3 there are facilities needed for expressing, such as appropriate seating.
357. Where it is not practicable for an Authority site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
358. The Authority will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
359. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.
360. Further information is available in policy.

Disaster support

361. 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 Agency Head will consider flexible working arrangements to assist the employee to perform their work.
362. Where flexible working arrangements are not appropriate, the Agency Head 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.

363. In considering what period of leave is appropriate, the Agency Head will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth authorities.

Section 8: Performance and development

Performance management

364. Employees are required to participate in the Authority's annual performance management framework.
365. The Performance Management policy sets out the performance processes, including responsibilities and obligations of managers and employees in managing performance and managing underperformance.
366. Where an employee is not performing consistently in accordance with the Performance Management policy, the employee's performance will be managed in accordance with the policy.

Workloads

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

Study assistance

370. Financial assistance and study leave may be approved by the Agency Head in accordance with the Study Assistance policy.
371. If an employee voluntarily leaves the Authority (and not due to extenuating circumstances such as, but not restricted to and on a case-by-case basis, illness, redeployment, retrenchment or redundancy), or has their employment terminated due to misconduct within 12 months of the date of the financial assistance, the Authority may seek reimbursement of the financial assistance paid during this period.

Professional qualifications

372. The Agency Head will reimburse membership fees and/or accreditation fees where a membership or accreditation from a professional association is required for an employee to undertake their responsibilities for the Authority.

Section 9: Travel and location-based conditions

Work related travel

373. Work-related travel should be undertaken within the employee's ordinary working hours, wherever practicable.
374. Work related travel undertaken within the bandwidth (7:00am to 7:00pm, Monday to Friday), is considered time on duty. It will accrue as flex for APS level 1-6 employees and TOIL for Executive level employees.
375. For work related travel outside an employee's bandwidth or outside ordinary working hours for employees on standard working hours (8:30am to 5:00pm):
- 375.1 APS Level 1-6 employees may claim TOIL at the relevant overtime rate under clause 147; and
 - 375.2 TOIL can be considered for Executive level employees under clause 126 to 132.
376. The Agency Head may agree to pay overtime for an APS level 1-6 employee undertaking travel.
377. Where an employee is required to travel for work, the Authority will cover reasonable costs of travelling, accommodation, meals and other incidental expenses. Any such costs will be managed through the travel management system, travel card, corporate credit card, or reimbursement for expenses incurred.
378. Further information can be found in policy.

Relocation assistance

379. Where an existing employee is required to relocate at the request of the Authority (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.
380. Where an employee is required to relocate on engagement with the Authority, the employee will be provided with financial relocation assistance.
381. Reasonable expenses associated with the relocation include:
- 381.1 the cost of transport of the employee, dependants and partner by the most economical means;

- 381.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
 - 381.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value;
 - 381.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award; and
 - 381.5 the payment of disturbance allowance to offset non-reimbursed costs associated with the removal consistent with the APS Award entitlement.
382. Additional relocation assistance may be considered by Agency Head discretion.
383. Further information can be found in policy.

Remote localities

Eligibility for remote localities assistance

384. Employees who are required by the Authority to work and reside in a remote locality will receive remote localities assistance in accordance this agreement.
385. The remote locality location methodology prescribed in the APS Award will be used to determine whether a location attracts remote locality conditions and the level of conditions that apply consistent with the remote localities' clause.
386. The Agency Head may determine appropriate remote localities to be applied in unique circumstances that are not considered in this agreement.
387. Further information can be found in policy.

District allowance

388. An employee working in a remote locality may be paid a district allowance as prescribed in the APS Award.
389. The annual rate of district allowance will be paid in accordance with the following table:

Location (as per Award)	Allowance	Rate from commencement of agreement	Rate from 13 March 2025	Rate from 12 March 2026
Grade 1	With dependants	\$2,518	\$2,614	\$2,703
	Without dependants	\$1,275	\$1,323	\$1,368
Grade 2	With dependants	\$6,048	\$6,278	\$6,491
	Without dependants	\$3,331	\$3,458	\$3,576
Grade 3	With dependants	\$8,230	\$8,543	\$8,833
	Without dependants	\$4,672	\$4,850	\$5,015
Grade 4	With dependants	\$12,692	\$13,174	\$13,622
	Without dependants	\$8,963	\$9,304	\$9,620

Additional Annual leave

- 390. An employee who is entitled to district allowance as prescribed in the APS Award will accrue additional Annual leave.
- 391. Additional Annual leave will be provided in accordance with the following table (pro rata for part-time employees):

Location (as per Award)	Additional Annual leave per annum
Grade 1	1 day
Grade 2	2 days
Grade 3	3 days
Grade 4	4 days

Leave fare assistance

- 392. Employees working in a remote locality for a continuous period of 12 months or more will be entitled to receive leave fares assistance (LFA) to the nearest capital city on an annual basis for leave related travel for themselves and their eligible dependants.
- 393. The nearest capital city is the capital city of the state, which is the closest in distance to the employee’s usual place of work.
- 394. Reimbursement of a leave fare will be provided where it is not possible to book transport for air or surface travel through the travel management system.
- 395. The Agency Head may authorise a leave fare to a place other than the nearest capital city, provided the employee pays for any difference in fare.

Reunion airfares – School Children

- 396. Where a dependant child of an ongoing employee resides in a remote locality who ordinarily lives with the employee and is receiving primary or secondary education in a locality other than where the employee is stationed will be eligible to receive reunion travel for the child to visit the employee.
- 397. Reunion travel will be limited to three return fares per dependant child during a school year.
- 398. Each dependant child away at school who would otherwise normally reside with an employee will also be entitled to annual LFA per relevant clauses.

Medical or Dental treatment

- 399. The cost of reasonable travel will be provided, as determined by the Agency Head for medical or dental treatment where it is immediately necessary for the employee or a dependant to travel from the remote locality for medical, dental or specialist treatment because the service is unavailable at the locality and a qualified specialist has certified this.

Emergency or Compassionate travel

400. The cost of reasonable travel will be provided where an employee or dependant is stationed at a remote locality and it is necessary for the employee or a dependant to travel from the locality for emergency or compassionate reasons, the Agency Head will authorise reasonable costs for return transport by air or surface travel within Australia to the relevant locality.

Section 10: Consultation, representation and dispute resolution

Consultation

Principles

401. 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.
402. The Authority recognises:
- 402.1 the importance of inclusive and respectful consultative arrangements;
 - 402.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions;
 - 402.3 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;
 - 402.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
 - 402.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
403. Genuine and effective consultation involves:
- 403.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
 - 403.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
 - 403.3 considering feedback from employees and the relevant union(s) in the decision-making process; and
 - 403.4 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

404. Consultation is required in relation to:

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

405. The Authority, 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

406. This clause applies if the Authority:

- 406.1 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
- 406.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

407. 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.

408. The Authority must recognise the representative if:

- 408.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- 408.2 the employee or employees advise the employer of the identity of the representative.

Major change

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

- 409.1 the termination of the employment of employees; or

- 409.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - 409.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 409.4 the alteration of hours of work; or
 - 409.5 the need to retrain employees; or
 - 409.6 the need to relocate employees to another workplace; or
 - 409.7 the restructuring of jobs.
410. The following additional consultation requirements in clause 411 to 417 apply to a proposal to introduce a major change referred to in clause 404.3.
411. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 405.
412. Where practicable, an Authority 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.
413. The Authority must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
414. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 405, the Authority must:
- 414.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - 414.1.1 the proposed change:
 - 414.1.2 the effect the proposed change is likely to have on the employees; and
 - 414.1.3 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - 414.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - 414.2.1 all relevant information about the proposed change, including the nature of the change proposed; and
 - 414.2.2 information about the expected effects of the proposed change on the employees; and
 - 414.2.3 any other matters likely to affect the employees.
415. The Authority 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.
416. However, the Authority is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.

417. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Authority, the requirements set out in clauses 411 to 415 are taken not to apply.

Change to regular roster or ordinary hours of work

418. The following additional consultation requirements in clause 419 to 422 apply to a proposal to introduce a change referred to in clause 404.5.

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

420. As soon as practicable after proposing to introduce the change, the Authority must:

420.1 discuss with employees and the relevant union(s) and/or other recognised representatives:

420.1.1 the proposed introduction of the change; and

420.2 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:

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

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

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

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

421. The Authority 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

422. 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

423. The Agency Head may establish an agency consultative committee to discuss relevant workplace matters.

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

APS consultative committee

425. The Agency Head will support the operation of the APS consultative committee to the extent possible. This includes providing information requested by the Australian Public Service Commission to support the operation of the APS consultative committee, subject to legislative requirements.

Dispute resolution

426. If a dispute relates to:
- 426.1 a matter arising under the agreement; or
 - 426.2 the NES;
- this term sets out procedures to settle the dispute.
427. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
428. 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.
429. 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.
430. 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 429 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
431. The Fair Work Commission may deal with the dispute in 2 stages:
- 431.1 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
 - 431.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - 431.2.1 arbitrate the dispute; and
 - 431.2.2 make a determination that is binding on the parties.
- Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*
432. While the parties are attempting to resolve the dispute using the procedures in this term:
- 432.1 an employee must continue to perform their work as they would normally in accordance with established custom and practice at the Authority that existed

immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and

432.2 subject to 432.1, 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:

432.2.1 the work is not safe; or

432.2.2 applicable work health and safety legislation would not permit the work to be performed; or

432.2.3 the work is not appropriate for the employee to perform; or

432.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.

433. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

434. Any disputes arising under High Speed Rail Authority Non-SES Employees Determination 2023 or the National Employment Standards that were formally notified under that determination 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

435. Where the provisions of clauses 426 to 430 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 427, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 430.

Delegates' rights

436. 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.

437. The role of union delegates is to be respected and supported.

438. The Authority and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

439. The Authority respects the role of union delegates to:

439.1 provide information, consult with and seek feedback from employees in the workplace on workplace matters;

439.2 consult with other delegates and union officials, and get advice and assistance from union officials;

439.3 represent the interests of members to the employer and industrial tribunals; and

- 439.4 represent members at relevant union forums, consultative committees or bargaining.
440. The Authority 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.
441. 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.
442. To support the role of union delegates, the Authority will, subject to legislative and operational requirements, including privacy and security requirements:
- 442.1 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;
 - 442.2 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;
 - 442.3 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;
 - 442.4 provide access to new employees as part of induction; and
 - 442.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
443. 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 Authority before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

Section 11: Separation and retention

Resignation

- 444. An employee may resign from their employment by giving the Agency Head at least 14 calendar days' notice.
- 445. At the instigation of the Agency Head, 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.
- 446. The Agency Head has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

Payment on death of an employee

- 447. When an employee dies, or the Agency Head has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, 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.

Redeployment, retrenchment and redundancy

- 448. The following provisions only apply to ongoing employees not on probation.
- 449. An employee may be declared excess if the Agency Head considers that:
 - 449.1 the employee is included in a class of employees employed in the Authority, which class comprises a greater number of employees than is necessary for the efficient and economical working of the Authority; or
 - 449.2 the services of the employee cannot be effectively used because of technological or other changes in the work methods of the Authority or structural or similar changes in the nature, extent or organisation of the functions of the Authority; or
 - 449.3 the duties are to be performed at a different locality, which is not within a capital city and the employee is not willing to move to the different locality.
- 450. If requested, the employee may have a representative present at any discussions concerning the application of this section to the employee.

Notification and consultation process

- 451. The Agency Head is aware that an employee is likely to become excess, the Agency Head will at the earliest practicable time commence the consultation process by advising the employee of the situation.

452. Discussions with the potentially excess employee will be held to consider:
- 452.1 reasons for the excess employee situation and the method used to determine excess employees;
 - 452.2 redeployment opportunities for the employee at or below level within the Authority or another APS agency;
 - 452.3 job swap opportunities at level with other employees in the Authority;
 - 452.4 referral to an appropriate employment agency at the Authority's expense; and
 - 452.5 whether voluntary retrenchment might be appropriate and whether the employee wants to be offered voluntary retrenchment.
453. Where an employee is potentially excess or is excess, the Agency Head may:
- 453.1 invite employees who are not potentially excess to express interest in voluntary retrenchment, where those retrenchments would permit the redeployment of employees who are potentially excess.
 - 453.2 allow a job swap within the Authority where it is judged that:
 - 453.2.1 the employee is suitable for the job after a reasonable period of adjustment; and
 - 453.2.2 it would be of no detriment to the efficient operation of the gaining area;
 - 453.3 allow a job swap with another APS agency if it would be of no detriment to the efficient operation of the Authority; and
 - 453.4 if the employee wishes, refer the excess employee to an agreed employment agency at Authority's expense.
454. The Agency Head will not advise an employee that they are excess within one month of the employee receiving advice under clause 451 and until, in the opinion of the Agency Head, the discussions in clause 452 have been completed. The discussion period may be shortened by agreement with the employee.
455. If, one month after the commencement of the consultation process in clause 451, the discussions in clause 452 have been completed and the employee has not secured a permanent job within the Authority or another APS agency, the Agency Head will, taking into account the redeployment prospects of the excess employee and the excess employee's wishes:
- 455.1 place the employee on a retention period; or
 - 455.2 make an offer of voluntary retrenchment if an offer has not already been made under this section.
456. Prior to or at the time the Agency Head notifies an employee they are excess, the employee will receive the following information:
- 456.1 the amount of redundancy benefit, pay in lieu of notice and paid up leave credits;
 - 456.2 the amount of accumulated superannuation contributions;

- 456.3 options open to the employee concerning superannuation; and
 - 456.4 taxation rules applicable to the various payments.
457. An excess employee will be reimbursed reasonable costs for financial counselling up to an amount determined by the Agency Head.

Voluntary retrenchment

458. Where the Agency Head invites an excess employee to elect to be retrenched, the employee will have a consideration period of one month to elect for voluntary retrenchment. The Agency Head will not give notice of termination under section 29 of the PS Act on the grounds that the employee is excess to requirements before the end of that period, unless the employee has requested this to occur.
459. On receipt of an agreement from the excess employee to be voluntarily retrenched, the Agency Head will terminate the excess employee's employment under section 29 of the PS Act within five working days of the employee's agreement to voluntary retrenchment, or within such other period as is agreed.
460. Employees who do not advise the Authority of their decision by the end of the consideration period will be taken to have rejected the offer of voluntary retrenchment. Only one offer of a voluntary retrenchment will be made to an excess employee.

Period of Notice – termination with a voluntary retrenchment

461. Where the employee agrees to be voluntarily retrenched in accordance with clause 458 to 460, the Agency Head can approve the employee's retrenchment and must give the required notice of termination under section 29 of the PS Act. The period of notice will be four weeks (or five weeks for an employee over 45 years of age with at least five years continuous service).
462. Where an employee is voluntarily retrenched prior to the end of the notice period, the employee will receive payment in lieu of any unexpired portion of the consultation process, consideration and notice periods.

Redundancy benefit

463. An excess employee who accepts an offer of a voluntary retrenchment and whose employment is then terminated by the Agency Head under section 29 of the PS Act is entitled to be paid a redundancy payment 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, or any greater redundancy payment payable under the NES.
464. The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.
465. 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, subject to any minimum payment payable under the NES.

466. Subject to clauses 467 and 468, service for redundancy pay purposes means:
- 466.1 service in the Authority;
 - 466.2 Government service as defined in section 10 of the LSL Act;
 - 466.3 service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for LSL purposes;
 - 466.4 service with the Australian Defence Forces;
 - 466.5 APS service immediately preceding deemed resignation under section 49 of the repealed *Public Service Act 1922* (Cth), if the service has not previously been recognised for severance pay purposes; or
 - 466.6 service in another organisation where an employee was moved from the APS to that organisation with a transfer of function, or an employee engaged by that organisation on work within a function is engaged as a result of the transfer of that function to the APS, and such service is recognised for LSL purposes.
467. For earlier periods of service to count there must be no breaks between the periods of service, except where:
- 467.1 the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
 - 467.2 the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under section 49 of the repealed *Public Service Act 1922* (Cth).
468. Any period of service which ceased:
- 468.1 through termination on the following grounds or on a ground equivalent to any of the following grounds:
 - 468.1.1 the employee lacks, or has lost, an essential qualification for performing his or her duties;
 - 468.1.2 non-performance, or unsatisfactory performance, of duties;
 - 468.1.3 inability to perform duties because of physical or mental incapacity;
 - 468.1.4 failure to satisfactorily complete an entry level training course;
 - 468.1.5 failure to meet a condition imposed under subsection 22(6) of the PS Act;
 - 468.1.6 breach of the APS Code of Conduct; or
 - 468.1.7 any other ground prescribed by the Public Service Regulations; or
 - 468.2 on a ground equivalent to those in paragraph (a) above under the repealed *Public Service Act 1922* (Cth); or
 - 468.3 through voluntary retrenchment at or above the minimum retiring age applicable to the employee; or

468.4 with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit, such as a military pension;

will not count as service for redundancy purposes.

469. Absences from work which do not count as service for LSL purposes will not count as service for severance pay purposes.

Rate of payment - redundancy benefit

470. For the purpose of calculating any payment under clause 463, salary will include:

470.1 the employee's full-time salary, adjusted on a pro rata basis for periods of part-time service; or

470.2 the highest salary, where the employee has been in receipt of higher duties allowance for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of retrenchment;

470.3 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 (e.g. car parking allowances), or a payment for disabilities associated with the performance of duty; and

470.4 to the extent that redundancy payment is required by the NES, any additional amount required by the NES.

Retention period

471. An excess employee who does not accept an offer of voluntary retrenchment will be entitled to the following period of retention:

471.1 13 months where an employee has 20 or more years of service or is over 45 years of age; or

471.2 seven months for other employees.

472. If an employee is entitled to a redundancy payment in accordance with the NES the relevant period in clauses 471.1 and 471.2 above is reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).

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

473.1 the day the employee is advised in writing by the Agency Head that they are an excess employee; or

473.2 one month after the day which the Agency Head invites the employee to elect to be retrenched.

474. The Agency Head will consider an excess employee in isolation from and not in competition with other applicants for vacancies to which an excess employee of the Authority seeks a move at level. An excess employee on retention is not eligible to access the provisions of this Agreement for job swapping, being clauses 453.2 and 453.3.

475. During the retention period the Agency Head:
- 475.1 will continue to take all reasonable steps to find alternative employment for the excess employee; and/or
 - 475.2 may, with four weeks' notice, reduce the excess employee's classification as a means of securing alternative employment for the excess employee. Where an excess employee is reduced in classification before the end of the appropriate retention period, the employee will continue to be paid at the employee's previous level for the balance of the retention period. The salary maintenance will include:
 - 475.2.1 the higher salary where an employee has been in receipt of higher duties allowance for more than 12 months continuously and the higher duties allowance would have continued except for the excess situation; and
 - 475.2.2 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.
476. During the retention period the excess employee will:
- 476.1 take reasonable steps to find alternative employment; and
 - 476.2 actively participate in learning and development activities, trial placements or other arrangements agreed to, to assist in obtaining a permanent placement.
477. The retention period will not be extended by periods of leave taken by the excess employee. In exceptional circumstances, the Agency Head may extend an employee's retention period by the amount equivalent to a period of Personal leave taken by an employee because of personal injury or illness.
478. The excess employee is entitled to assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these expenses are not met by the prospective employer.
479. Where the Agency Head is satisfied that there is insufficient productive work available for the employee within the Authority during the remainder of the retention period and that there are no reasonable redeployment prospects in the APS:
- 479.1 the Agency Head may terminate their employment under section 29 of the PS Act; and
 - 479.2 on termination the employee will be paid a lump sum comprising:
 - 479.2.1 the balance of the retention period (as shortened for the NES) and this payment will be taken to include the payment in lieu of notice of termination of employment; plus
 - 479.2.2 the employee's NES entitlement to redundancy pay.
480. An excess employee will be given four weeks' notice (or five weeks' notice for an employee over 45 years of age with at least five years of continuous service) where it is proposed that the employee will be involuntarily retrenched.

Attachment A – Base salaries

Classification	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	Salary from 13 March 2025	Salary from 12 March 2026
APS 1.1	\$50,014	\$52,015	\$54,516	\$57,497
APS 1.2	\$51,540	\$53,602	\$55,639	\$57,531
APS 1.3	\$53,076	\$55,199	\$57,297	\$59,245
APS 1.4	\$55,089	\$57,293	\$59,470	\$61,492
APS 2.1	\$56,642	\$58,908	\$61,147	\$63,226
APS 2.2	\$58,346	\$60,680	\$62,986	\$65,128
APS 2.3	\$60,266	\$62,677	\$65,059	\$67,271
APS 2.4	\$62,531	\$65,032	\$67,503	\$69,798
APS 3.1	\$64,622	\$67,207	\$69,761	\$72,133
APS 3.2	\$66,288	\$68,940	\$71,560	\$73,993
APS 3.3	\$67,958	\$70,676	\$73,362	\$75,856
APS 3.4	\$69,778	\$72,569	\$75,327	\$77,888
APS 4.1	\$71,600	\$74,464	\$77,294	\$79,922
APS 4.2	\$73,833	\$76,838	\$79,758	\$82,470
APS 4.3	\$75,796	\$78,828	\$81,823	\$84,605
APS 4.4	\$77,807	\$80,919	\$83,994	\$86,850
APS 5.1	\$79,935	\$83,132	\$86,291	\$89,225
APS 5.2	\$82,455	\$85,753	\$89,012	\$92,038
APS 5.3	\$84,757	\$88,147	\$91,497	\$94,608
APS 5.4			\$91,809	\$96,829
APS 6.1	\$88,466	\$92,005	\$95,501	\$99,734
APS 6.2	\$92,470	\$96,169	\$99,823	\$103,217
APS 6.3	\$96,282	\$100,133	\$103,938	\$107,472
APS 6.4	\$99,155	\$103,121	\$107,040	\$110,679
APS 6.5				\$111,701
EL 1.1	\$113,631	\$118,176	\$122,667	\$126,838
EL 1.2	\$116,440	\$121,098	\$125,700	\$129,974
EL 1.3	\$119,891	\$124,687	\$129,425	\$133,825
EL 2.1	\$134,056	\$139,418	\$144,716	\$149,636
EL 2.2	\$139,957	\$145,555	\$151,086	\$156,223
EL 2.3	\$147,208	\$153,096	\$158,914	\$164,317
EL 2.4	\$150,647	\$156,673	\$162,627	\$168,156

Attachment B – Supported Wage System

1. This schedule defines the condition which will apply to employees 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 supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

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

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

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

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

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	Percentage of agreement rate
10 per cent	10 per cent
20 per cent	20 per cent
30 per cent	30 per cent
40 per cent	40 per cent
50 per cent	50 per cent
60 per cent	60 per cent
70 per cent	70 per cent
80 per cent	80 per cent
90 per cent	90 per cent

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

Assessment of capacity

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

Lodgement of SWS wage assessment agreement

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

Review of assessment

12. The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review

must be in accordance with the procedures for assessing capacity under the supported wage system.

Other terms and conditions of employment

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

Workplace adjustment

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

Trial period

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

Formal Acceptance

Employer

Signed by the Chief Executive Officer of the High Speed Rail Authority as the employing authority on behalf of the Commonwealth of Australia.

Signed



Full name: Tim Parker

Position and Authority to sign: Chief Executive Officer

Agency: High Speed Rail Authority

Date: 26 March 2024

Address: 62 Northbourne Avenue, Canberra City ACT 2601

Bargaining Representative

Signed for and on behalf of employees covered by this agreement by their representative.

Signed



Full name: Maria Charlton

Position: Employee Representative

Agency: High Speed Rail Authority

Date: 19 April 2024

Address: 62 Northbourne Avenue, Canberra City ACT 2601