

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**

# **TORRES STRAIT REGIONAL AUTHORITY**

## **ENTERPRISE AGREEMENT**

**2017**

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## **PART A. TECHNICAL MATTERS**

### **1 Title of this Agreement**

- 1.1 This Agreement shall be known as the Torres Strait Regional Authority Enterprise Agreement (TSRA), 2017.

### **2 Coverage**

- 2.1 This Agreement is made under Section 172 of the Fair Work Act. In accordance with Section 53 of that Act, the Agreement covers:
- (a) the Chief Executive Officer of the TSRA on behalf of the Commonwealth;
  - (b) all employees of the TSRA engaged under the Public Service Act excluding the Chief Executive Officer and any Senior Executive Service employees.

### **3 Commencement and duration**

- 3.1 This Agreement commences seven days after it has been approved by Fair Work Commission. This date will be the Commencement Date.
- 3.2 The nominal expiry date is three years after the Commencement Date.

### **4 Delegations**

- 4.1 The Chief Executive Officer may, by instrument in writing, delegate or authorise to a person, any of the Chief Executive Officer's powers or functions under this Agreement, excluding this power to delegate or authorise. The Chief Executive Officer may issue instructions relating to the exercise of a delegated authority or function.

### **5 Policies and guidelines**

- 5.1 The operation of this Agreement is supported by policies and guidelines. These policies and guidelines do not form part of the Agreement.

## **PART B. FLEXIBILITY**

### **6 Flexibility Arrangements**

- 6.1 The Chief Executive Officer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement if:
- (a) the arrangement deals with one or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) relocation assistance;
    - (vi) studies assistance;
    - (vii) remuneration; and/or
    - (viii) leave; and
  - (b) the arrangement meets the genuine needs of the TSRA and employee in relation to one or more of the matters mentioned in clause 6.1(a); and
  - (c) the arrangement is genuinely agreed to by the TSRA and employee.
- 6.2 The TSRA must ensure that the terms of an individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act; and
  - (b) are not unlawful terms under section 194 of the Fair Work Act; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 6.3 The TSRA must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the TSRA and the employee; and
  - (c) is signed by the TSRA and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (i) the terms of this Agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

- (e) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
- 6.4 The TSRA must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 6.5 The TSRA or employee may terminate the individual flexibility arrangement:
  - (a) by giving 28 days written notice to the other party to the arrangement; or
  - (b) if the TSRA and employee agree in writing – at any time.

## **7 Requests for Flexible Working Arrangements**

- 7.1 This Section applies to ongoing and non-ongoing employees who have at least 12 months continuous service in the APS, other than employees engaged on an irregular or intermittent basis who do not have a reasonable expectation of continuing employment on a regular and systematic basis.
- 7.2 If any of the following circumstances apply to an employee and the employee would like to change his or her working arrangements because of those circumstances, then the employee may request a change in working arrangements relating to those circumstances:
  - (a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
  - (b) the employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
  - (c) the employee has a disability;
  - (d) the employee is 55 or older;
  - (e) the employee is experiencing violence from a member of the employee's family;
  - (f) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.
- 7.3 The employee's request must be in writing and set out the changes being sought and the reasons for the changes.
- 7.4 The TSRA may only refuse an employee request under clause 7.2 on reasonable business grounds.
- 7.5 The TSRA must reply in writing to any employee request under this Section within 21 days setting out the reasons for any refusal of the request.

## **8 Work location**

- 8.1 The TSRA may locate employees in localities other than Thursday Island, subject to consultation with the affected employee. The TSRA will consider any circumstances that may inhibit relocation of the employee also taking

account of cultural background and family responsibilities of the employee prior to the relocation to another locality.

- 8.2 Employees whose permanent work location is in a locality that is not considered to be remote by the Australian Taxation Office for the purpose of fringe benefits tax will not be entitled to the following benefits under this Agreement unless otherwise agreed by the Chief Executive Officer:
- (a) District Allowance (Section 33);
  - (b) Housing Subsidy (Section 35);
  - (c) Remote Locality Leave (clause 52.5);
  - (d) Leave Fares (Section 36);
  - (e) Travel to obtain necessary emergency or specialist medical, or dental treatment (Section 89);
  - (f) Emergency or compassionate travel (Section 90).
- 8.3 Where an employee's permanent work locality is other than Thursday Island, the Chief Executive Officer will determine the extent of any relocation assistance for the employee to move to the locality and relocate following the completion of his or her employment with the TSRA and any conditions that may be attached to such assistance.



## **PART C. REMUNERATION**

### **9 Pay rates**

- 9.1 The pay rates for TSRA employees are included in Appendix 1 of this Agreement.
- 9.2 Where the provisions of this Part are inconsistent with the pay rates specified in Appendix 1, the provisions of this Part prevail.

### **10 Junior rates of pay**

- 10.1 Junior rates of pay may apply to employees under 21 years of age holding the APS Level 1 classification. Details of junior rates of pay are specified in Appendix 1.

### **11 Method of payment**

- 11.1 Employees will be paid fortnightly in arrears and the fortnightly rate of pay will be calculated using the following formula:

$$\text{Fortnightly pay} = \text{Annual Salary} \times 12/313$$

### **12 Salary increases**

- 12.1 The pay rates that will apply from the first full pay period after the Commencement Date are specified in Appendix 1.
- 12.2 The following pay increases will apply under this Agreement:
- (a) 3 per cent from the Commencement Date;
  - (b) 2 per cent from 12 months after the Commencement Date; and
  - (c) 1 per cent from 18 months after the Commencement Date.

### **13 Non-ongoing employees loading in lieu of leave**

- 13.1 Non-ongoing employees who are engaged on an irregular or intermittent basis shall receive a 25 per cent loading on their salary in lieu of access to all forms of paid leave (other than Long Service Leave) and payment for public holidays on which the employee is not required to work.

### **14 Salary on commencement or promotion**

- 14.1 Where an employee commences in the TSRA, salary will be payable at the minimum point of the salary range applicable to the classification of the job, unless the Chief Executive Officer authorises payment of salary above that point having regard to the experience, qualifications or skills of the employee.

- 14.2 Without limiting the provisions of clause 14.1, where a new employee was employed in the APS immediately prior to commencing in the TSRA at the same or an equivalent classification level, the employee shall be paid at the pay point equal to or immediately above the employee's salary before commencing with the TSRA, unless clause 14.3 applies.
- 14.3 Where a new employee's pay level at his or her previous agency was more than the highest pay point in the equivalent TSRA classification, the employee will be paid at the rate he or she was paid immediately before commencing with the TSRA but will not be entitled to any pay increases until his or her pay level is equal to or less than the highest TSRA pay point.

## **15 Salary on reduction**

- 15.1 Where an employee elects to work at a lower classification level either on a permanent or temporary basis, the employee will be paid at the lower classification level. The pay point of the employee will be determined by the Chief Executive Officer based on the employee's experience and skills.

## **16 Flexible remuneration packaging**

- 16.1 Employees will have access to Flexible Remuneration Packaging. This allows employees to receive non-salary benefits in lieu of salary. The TSRA Flexible Remuneration Packaging Guidelines provide the basis for the administration and operation of the scheme. Employees must provide the TSRA with a written election to enter into Flexible Remuneration Packaging.
- 16.2 Salary for superannuation, severance and termination purposes for an employee who has elected to convert part of his or her salary to non-salary benefits, shall be determined as if those arrangements did not exist.

## **17 Superannuation**

- 17.1 The TSRA will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 17.2 The contribution rate to the PSS Accumulation Plan (PSSap) will be no less than 15.4 per cent of the employee's fortnightly contribution salary. Where an employee has chosen an accumulation superannuation fund other than the PSSap, the employer contribution will be the same percentage of the fortnightly superannuation contribution salary, as that required for employees who are members of PSSap. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (for example, unable to accept contributions for people aged over 75).
- 17.3 Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that does not count as service, unless otherwise prescribed by legislation.
- 17.4 The Chief Executive Officer may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer (EFT).

## **18 Supported Salary for Employees with Disability**

- 18.1 Employees who have disability to the extent that they meet the impairment criteria for the Disability Support Pension (DSP) may be employed under this Agreement and be paid a supported salary, appropriate to the classification in which they are employed, determined in accordance with the procedures and provisions included in Appendix 2.

## **PART D. CLASSIFICATION STRUCTURE AND ADVANCEMENT**

### **19 Classification Structure**

19.1 The TSRA classification structure is outlined in Appendix 1.

### **20 Salary advancement**

20.1 An employee will advance by one pay point each year where:

- (a) The employee is not already on the top pay point in his or her level;
- (b) The employee has been at his or her current pay point for at least 6 months as at 30 June in that year, excluding any period of unauthorised absence or unpaid leave not to count as service;
- (c) For advancement to pay point 3 in the EL1 level and pay points 4 and 5 in the EL2 level, the employee is assessed as at least *fully effective* during the previous 12 months under the Performance Development Program; and
- (d) For advancement to all other pay points, the employee is assessed as at least *satisfactory* during the previous 12 months under the Performance Development Program.

20.2 The date of effect for any pay point advancement under clause 20.1 will be 1 July in that year.

20.3 Where an employee is temporarily working at a higher level, the 6 month qualifying period at the higher level must have occurred during the previous 12 months.

### **21 Trainees**

21.1 The TSRA may engage a person as a Trainee APS (Administrative) on either an ongoing or non-ongoing basis for a specified term.

21.2 Where a Trainee is engaged as an ongoing employee, the Trainee will be placed at the APS1 level on successful completion of the traineeship.

21.3 Pay rates for trainees will be the same as specified in Schedule D (National Training Wage) of the *Australian Public Service Enterprise Award 2015*. For avoidance of doubt, Trainees are not covered by the provisions of Part C, except for superannuation.

21.4 Trainees are not entitled to the following conditions set out in this Agreement:

- (a) District Allowance;
- (b) Leave fares;
- (c) Retention allowance;
- (d) Housing subsidy;

- (e) Staff housing;
- (f) Studies assistance other than assistance that is provided for under the traineeship;
- (g) Healthy lifestyle and personal needs allowance; and
- (h) Additional family care costs.

## **22 Cadets**

- 22.1 The TSRA may engaged a person as a Cadet APS.
- 22.2 A Cadet APS will be paid at the minimum salary point of APS1 during any work experience placements.
- 22.3 When the Chief Executive Officer is satisfied that the course of training has been successfully completed, a Cadet APS employee may be allocated a classification in accordance with the *APS Classification Rules 2000* and the Chief Executive Officer will determine a salary within the applicable range.

## **23 APS1/2 Broadband**

- 23.1 Advancement through the APS1/2 broadband will be based on work availability and the application of the merit principle.
- 23.2 An employee will progress from the APS1 level to the APS2 level from 1 July in any year where he or she:
  - (a) is at the top pay point for the APS1 level;
  - (b) there is sufficient work at the APS2 level available for the employee to perform; and
  - (c) is assessed as at least *fully effective* under the Performance Development Program which provides verification that the employee has the necessary skills and proficiencies to perform the work of the higher classification.

## **24 Temporary assignment of higher duties**

- 24.1 Where an employee is required by the Chief Executive Officer to undertake a job at a higher classification level for a temporary period of at least 5 working days, he or she will be paid at the higher level for the entire period.
- 24.2 Payment at the higher level shall continue during any period of paid leave, or in respect of public holidays, where the employee continues to work at the higher level following completion of the leave or following the public holiday.
- 24.3 Payment at the higher level shall be at the first pay point unless the employee has been advanced to a higher pay point under the pay point advancement provisions of this Part or as otherwise agreed by the Chief Executive Officer.

## **PART E. PERFORMANCE DEVELOPMENT PROGRAM**

### **25 Strengths and Expectations Plans**

- 25.1 All employees are required to have a Strengths and Expectations Plan at the commencement of each cycle.
- 25.2 The Strengths and Expectations Plan must include:
  - (a) key performance expectations and performance indicators;
  - (b) required workplace behaviours expected of the employee; and
  - (c) learning and career development goals.
- 25.3 Where an employee and the employee's manager are unable to agree on the content of the employee's Strengths and Expectations Plan, the next highest line manager will determine the content of the Plan, unless the employee's manager is the Chief Executive Officer.
- 25.4 Where an employee disagrees with the decision under clause 25.3, the employee may seek to have the decision reviewed under the Public Service Act.

### **26 End-of-cycle assessment**

- 26.1 Performance assessment will be undertaken as soon as practicable after the end of each financial year.
- 26.2 Employee's performance will be rated as:
  - (a) unsatisfactory;
  - (b) satisfactory;
  - (c) fully effective;
  - (d) exceeds requirements.
- 26.3 An employee who is dissatisfied with his or her performance assessment may request a review of the assessment by the next highest line manager. This review option does not apply where the original assessment was made by the Chief Executive Officer.
- 26.4 Where the employee disagrees with the assessment outcome under clause 26.2 after any review by the next highest line manager, the employee may seek to have the decision reviewed under the Public Service Act.

### **27 Managing under performance**

- 27.1 The provisions of this Section apply to all employees except employees during their first six months of employment in the APS.
- 27.1 Where the Chief Executive Officer considers that an employee's performance is below the minimum level of performance required at the employee's

classification level, an underperformance process may be initiated. The underperformance process will include a warning that the employee's performance is below the required level and will provide the employee with an opportunity to improve his or her performance to the required level.

27.2 An underperformance process will provide an employee with the opportunity to attain the required level of performance which may include appropriate development and learning activities.

27.3 The employee will be entitled to:

- (a) provide comments on any relevant documentation;
- (b) provide documentation that is relevant to an assessment of the employee's performance;
- (c) be accompanied by another person of his or her choice, at any meetings at which the employee's performance is being discussed - where the employee elects to be so accompanied, the person accompanying the employee will be present for support, assistance and, if the employee chooses, representation.

27.4 The employee's performance will usually be assessed over a period of 8 weeks or an alternate period agreed between the employee and the employee's manager.

27.5 Where an employee's performance continues to be below the minimum level required at the employee's classification level after he or she has had an opportunity to improve his or her performance to the required level, the Chief Executive Officer may:

- (a) reduce the employee's classification level;
- (b) redeploy the employee at the same level;
- (c) terminate the employee's employment; or
- (d) take any other appropriate action.

## **PART F. ALLOWANCES**

### **28 Travel**

- 28.1 Where an employee is required and approved by the Chief Executive Officer to travel on official business and be absent from his or her normal location overnight, the employee will have reasonable accommodation, meals and incidentals costs paid or reimbursed by the TSRA. Where this is through payment of an allowance the rates will be those set out in the relevant subscription service as being reasonable per diem rates for those expenses. The payment of an allowance does not limit the reimbursement of reasonable additional costs incurred that were not covered by the allowance paid to the employee.
- 28.2 Travel Allowance payable to an employee will be calculated from 30 minutes before transport departs the employee's normal location to 30 minutes after transport arrives at the employee's normal location.
- 28.3 Travel Allowance does not apply where Camping Allowance is applicable under Section 29.
- 28.4 Where an allowance is payable, the employee will be entitled to payment in advance where this is practicable.
- 28.5 Air travel will be by:
- (a) economy class for domestic travel; and
  - (b) business class for international travel where available.

### **29 Camping Allowance**

- 29.1 Camping Allowance applies where an employee is required by the Chief Executive Officer to be away from home overnight and camp.
- 29.2 The amount of Camping Allowance is the same as the meals and incidentals component of travel allowance for the region within which the employee is camping.
- 29.3 The amount of Camping Allowance will be reduced by the relevant meals component where a meal is prepared and paid for by the TSRA.

### **30 Part Day Travel Allowance**

- 30.1 Where an employee is required by the TSRA to travel away from his or her work locality without a requirement to stay overnight and the employee is away from his or her home for more than 10 hours as a direct result of the work requirement, the employee will be paid a part day travel allowance of \$50.



### **31 Review Travel Allowance**

- 31.1 Where an employee is required to temporarily reside in a locality away from home a Review Travel Allowance will be payable after the first 21 calendar days. The Review Travel Allowance will be calculated based on the actual accommodation costs being incurred by the employee and other costs that are considered by the Chief Executive Officer to be reasonable in the circumstances.
- 31.2 For the purposes of determining when the first 21 calendar days have elapsed under clause 31.1, short returns home or trips to other locations will not break the continuity of the elapsed period.

### **32 Overseas conditions**

- 32.1 Employees will be reimbursed reasonable costs for accommodation, meals and incidentals while on approved travel outside of Australia.
- 32.2 Wherever possible, employees will be paid an advance for accommodation, meals and incidentals costs associated with overseas travel, subject to any required acquittal of the employee's entitlement on completion of the travel.

### **33 District Allowance**

- 33.1 All employees other than employees to whom clause 8.1 applies, Trainees and employees engaged on an irregular or intermittent basis shall be paid a District Allowance, paid on a fortnightly basis.
- 33.2 The rates of District Allowance payable under this Agreement from the Commencement Date for employees located in the Torres Strait are:
  - (a) \$9,966.28 for employees with dependants; and
  - (b) \$6,162.49 for employees without dependants.
- 33.3 The rate of District Allowance will be increased by:
  - (a) 2 per cent from 12 months after the Commencement Date;
  - (b) 1 per cent from 18 months after the Commencement Date.
- 33.4 Whether District Allowance will be payable in localities other than the Torres Strait and the amount of any District Allowance to be paid will be as determined by the Chief Executive Officer and will be payable from the earlier of the date the employee moves to or commences working at the new locality.
- 33.5 District Allowance is not payable during any periods of unpaid leave.

### **34 Retention Allowance**

- 34.1 Retention Allowance consists of:
  - (a) a payment after 2 years of service with the TSRA; and

(b) a further payment after each subsequent completed year of service with the TSRA.

34.2 Periods of unauthorised absence or unpaid leave not to count as service will not be included in an employee's period of service.

34.3 The amount of the Retention Allowance payable is specified in the following table:

Years of service	Amount of Retention Allowance Per cent of annual salary
2	2.5 for each year (total of 5.0)
3	3.0
4	3.5
5	4.0
6 or more	4.5

34.4 Where an employee was being paid his or her Retention Allowance on a date other than his or her anniversary, future payments of Retention Allowance will be determined on the length of service since he or she was last paid the allowance.

34.5 The Retention Allowance will be applied to the higher of:

- (a) the employee's substantive salary; or
- (b) where the employee has been on higher duties continuously for the previous 12 months, the employee's higher duties salary.

34.6 A pro rata amount of Retention Allowance will be paid to non-ongoing employees, other than those employed on an irregular or intermittent basis, who have completed their contracted period of employment and have not been offered a further period of employment by the TSRA. Pro rata payment of Retention Allowance will not be payable on termination in any other circumstances.

## **35 Housing Subsidy**

35.1 An employee, other than an employee to whom clause 8.1 applies, is eligible for payment of a Housing Subsidy on 1 November of each year where the employee incurs housing costs, such as rent, mortgage payments or rates that are at least as much as the Housing Subsidy.

- 35.2 Employees who are not employed for the entire 12 months before 1 November, or who have been on unpaid leave or an unauthorised absence during the previous 12 months shall be paid a pro rata amount of the Housing Subsidy.
- 35.3 An employee who ceases work with the TSRA will be paid a pro rata amount of Housing Subsidy from the previous 1 November until his or her cessation date.
- 35.4 The amount of the Housing Subsidy will be \$1,320.22 from the Commencement Date and will increase by:
- (a) 2 per cent from 12 months after the Commencement Date;
  - (b) 1 per cent from 18 months after the Commencement Date.

### **36 Leave fares**

- 36.1 Leave fare entitlements are available to ongoing employees and non-ongoing employees with more than 12 months service with the TSRA.
- 36.2 Employees are entitled to the following leave fare entitlements after every 12 months of continuous service, not including any period of unpaid leave not to count as service or unauthorised absence:
- (a) payment equivalent to a return airfare from Horn Island to Cairns for the employee and his or her dependants; and
  - (b) payment equivalent to the value of a fully flexible return economy airfare from Horn Island to Brisbane, increased by a factor that will provide the employee with an after tax amount that is equal to the value of the airfare.
- 36.3 Employees with a work location in the Torres Strait other than the inner group of islands (that is, islands within close proximity of Thursday Island) may elect to have an airfare booked and paid for by the TSRA from the employee's locality to Cairns and/or Brisbane in place of one or both of the payments specified in clause 36.2.
- 36.4 The amount of leave fares is calculated using the fully flexible return economy air fare from Horn Island to Cairns and from Horn Island to Brisbane listed on the Qantas website as at 1 July each year.
- 36.5 Pro rata payments of leave fare entitlements are not paid on termination of employment, transfer to another APS agency or re-location to a locality that is not considered to be remote by the Australian Taxation Office for the purpose of fringe benefits tax. Where an employee re-locates to another locality, the date of re-location for these purposes will be the earlier of the date the employee begins working at the new locality or the date the employee moves to the new locality.

### **37 Motor Vehicle Allowance**

- 37.1 A Motor Vehicle Allowance is payable where an employee is required by the Chief Executive Officer to use his or her private vehicle for work related purposes.
- 37.2 The rates for motor vehicle allowance will be the rates specified by the Australian Taxation Office using the “cents per kilometre” method.

### **38 Additional Responsibility Allowance**

- 38.1 An employee will be paid an Additional Responsibility Allowance where he or she has undertaken the required training and:
  - (a) has been appointed by the Chief Executive Officer as:
    - (i) A first aid officer;
    - (ii) A fire warden;
    - (iii) A harassment contact officer; or
  - (b) has been elected as a health and safety representative;subject to no employee being paid more than one Additional Responsibility Allowance.
- 38.2 The Additional Responsibility Allowance is \$25.62 per fortnight from the Commencement Date and will increase by:
  - (a) 2 per cent from 12 months after the Commencement Date;
  - (b) 1 per cent from 18 months after the Commencement Date.

## **PART G. RELOCATION ASSISTANCE**

### **39 Eligibility**

- 39.1 An employee is entitled to relocation assistance to the Region in the following circumstances:
- (a) an ongoing employee who has been engaged by the TSRA and who resided outside of the Region immediately before his or her engagement;  
or
  - (a) a non-ongoing employee who resided outside of the Region immediately before his or her engagement and the Chief Executive Officer considers it is reasonable to provide the employee with relocation assistance.
- 39.2 An employee is entitled to relocation assistance from the Region in the following circumstances:
- (a) an ongoing employee employed by the TSRA prior to 1 November 2003 retires from the Australian Public Service while employed by the TSRA;
  - (b) an ongoing employee engaged by the TSRA after 1 November 2003 retires from the Australian Public Service while employed by the TSRA and resided outside the Region immediately before commencement with the TSRA;
  - (b) an ongoing employee accepts voluntary retrenchment, moves from the Region within 3 months of the effective date of retrenchment and the cost of his or her move is not being met by a third party such as a new employer;
  - (c) an ongoing or non-ongoing employee ceases employment with the TSRA after at least 3 years employment with the TSRA and resided outside the Region immediately before commencement with the TSRA;
  - (d) an ongoing or non-ongoing employee, employed by the TSRA prior to 1 November 2003, ceases employment with the TSRA after at least 3 years employment with the TSRA;
  - (e) an ongoing or non-ongoing employee ceases employment with the TSRA after more than 12 months and less than 3 years employment with the TSRA, resided outside the Region immediately before commencement with the TSRA and the Chief Executive Officer considers it is reasonable to provide the employee with relocation assistance;
  - (f) a non-ongoing employee who was engaged by the TSRA for a period of less than 12 months and the Chief Executive Officer had agreed to pay the employee's relocation costs at the end of the non-ongoing period; or
  - (g) if the TSRA requests the employee to move to another locality for operational reasons.

- 39.3 Notwithstanding 39.2, an employee who ceases employment with the TSRA as a result of a breach of the APS Code of Conduct is not entitled to any relocation assistance.
- 39.4 For the purposes 39.2, the period of employment does not include any period of unpaid leave or unauthorised absence.
- 39.5 Unless otherwise and specifically stated, the provisions of this Part only apply to employees who meet the eligibility criteria outlined in this Section.

#### **40 Costs Associated with Moving to the Region**

- 40.1 The Chief Executive Officer will determine the relocation assistance to be provided to an employee when moving to the Region which may include:
- (a) travel costs and accommodation for a pre-relocation visit for the employee, his or her partner and his or her children under the age of 18;
  - (b) reasonable removal and storage costs;
  - (c) travel to the Region by the employee and his or her family who will be residing with the employee; and
  - (d) temporary accommodation costs.

#### **41 Costs Associated with Moving from the Region**

- 41.1 An employee is only able to claim specified entitlements for family members who resided with the employee in the Region and will be residing with the employee in his or her new locality.
- 41.2 Where an employee is entitled to relocation assistance through his or her retirement from the Australian Public Service or following voluntary retrenchment, he or she is entitled to payment or reimbursement of all reasonable costs associated with removal of furniture and household effects and travel costs for the employee and family members to:
- (a) Brisbane;
  - (b) the locality where the employee lived immediately before commencement with the TSRA; or
  - (c) another locality requested by the employee and considered by the Chief Executive Officer to be reasonable.
- 41.3 In other instances where the employee is automatically entitled to relocation assistance (as outlined in clause 39.2), the employee is entitled to payment or reimbursement of all reasonable costs associated with removal of furniture and household effects and travel costs for the employee and family members to the locality where the employee lived immediately before commencement with the TSRA.
- 41.4 An employee who is not covered by clause 41.2 and who elects to move to a locality other than where he or she lived immediately before commencement with the TSRA, will be entitled to maximum assistance equal to the costs that

were covered by the TSRA when he or she commenced with the TSRA, increased by CPI rises since that time.

## **PART H. HOURS OF WORK**

### **42 Ordinary Hours of Work**

- 42.1 The ordinary hours of work for a full time employee are 37 hours 30 minutes per week worked within the bandwidth hours except where this is otherwise specified.
- 42.2 The ordinary hours of work for a part time employee are as specified in his or her Part Time Work Agreement.
- 42.3 Employees engaged on an irregular or intermittent basis do not have set ordinary hours of work.

### **43 Flextime**

- 43.1 Flextime is available to all employees in the APS1 to APS6 levels, including trainees, other than irregular or intermittent employees, unless the Chief Executive Officer removes an employee from the flextime system for a period of time for disciplinary reasons.
- 43.2 The bandwidth within which ordinary hours can be worked is 7.00 am to 7.00 pm, Monday to Friday.
- 43.3 The core hours for full-time employees are 10.00 am to 12.00 midday and 2.00 pm to 4.00 pm Monday to Friday. The core hours for part time employees are as specified in their part-time work agreement.
- 43.4 The standard day is 8.30 am to 5.00 pm Monday to Friday with a one hour lunch break between 12.00 midday and 2.00 pm, normally taken between 12.30 pm and 1.30 pm.
- 43.5 The settlement period is a four week period.
- 43.6 Employees working under the flextime system may commence and finish work at any time within the bandwidth hours, subject to the following:
  - (a) an employee must be at work during core hours unless on an approved form of leave, including flex leave;
  - (b) any direction from the employee's supervisor to work specific hours for operational reasons;
  - (c) an employee must not work more than 10 ordinary hours of work in a day – this limit does not include any travel time that is regarded as work time;
  - (d) an employee should not work for more than 5 hours without taking a meal break of at least 30 minutes; and
  - (e) an employee should not work hours that would result in him or her exceeding the maximum flex debit at the end of the settlement period.
- 43.7 Travel time where the travel is required by the TSRA may be recorded as work time in the following cases:



- (a) where travel occurs during the standard day;
  - (b) in relation to departure from the employee's normal work locality, where travel occurs outside the standard day and is more than 15 minutes in excess of the normal time the employee spends travelling to work; and
  - (c) in relation to return to the employee's normal work locality, where travel occurs outside the standard day and the employee arrives at his or her home more than 15 minutes after the time the employee would normally arrive home.
- 43.8 Where there is doubt about the time the employee would normally arrive home, such as where the employee's finish time varies from day to day, the time the employee would normally arrive home will be 5.00 p.m. plus the normal time the employee takes to travel home.
- 43.9 Overtime is not payable for any travel time.
- 43.10 Where an employee is required to attend a function as a part of his or her work it will be regarded as work time subject to:
- (a) the Chief Executive Officer approving this in advance of attendance at the function; and
  - (b) the employee maintaining normal work standards and acting in accordance with the APS Values and Code of Conduct.
- 43.11 Employees may take flex leave with the prior approval of the employee's supervisor and subject to providing the employee's supervisor with reasonable notice.
- 43.12 The maximum flex leave that can be taken in a settlement period is 5 days.
- 43.13 It is the responsibility of employees, supervisors and managers to take positive steps to allow flex days to be taken.
- 43.14 The maximum flex credit is 37.5 hours for full time employees and a pro rata amount for part time employees.
- 43.15 Where an employee is above the maximum flex credit at the end of the Settlement Period:
- (a) The TSRA must not require the employee to work in excess of the employee's ordinary hours where that would result in the employee remaining above the maximum flex credit except through the use of overtime;
  - (b) The employee will not accrue any additional flex credits while the employee is at or above the maximum flex credit;
  - (c) The employee and the employee's manager are to put in place a strategy to reduce the credit below the maximum flex credit prior to the end of the next Settlement Period. The timing of the flex leave is to be at a mutually agreeable time where possible, otherwise, the employee's manager may

nominate when the employee is to take the flex leave taking into account the employee's preferences.

- 43.16 Clause 43.15(c) does not apply where the employee's manager is unable to approve the taking of sufficient flex leave during the Settlement Period due to operational requirements.
- 43.17 Where an employee is above the maximum flex credit at the end of two consecutive Settlement Periods, the employee's flex credit will be reduced to the maximum flex credit from the start of the following Settlement Period except where the employee has not been able to take sufficient flex leave to reduce the flex credits to the maximum because of operational requirements of the TSRA as described in clause 43.16.
- 43.18 The maximum flex debit is 10 hours for both full time and part time employees. Any debit in excess of the maximum debit at the end of the settlement period will be cancelled using leave without pay.
- 43.19 Where an employee is found to have breached his or her obligations under the flextime system as described in this section, the Chief Executive Officer may require the employee to work the standard day for a nominated period.

#### **44 Work outside the bandwidth and on public holidays**

- 44.1 This Section only applies to employees at the APS1 to APS6 level.
- 44.2 Where an employee is regularly required to work his or her ordinary hours that commence or finish outside the bandwidth, the employee will be paid penalty rates for the entire shift as follows:
- (a) Monday to Friday – 25 per cent;
  - (b) Saturday – 50 per cent penalty;
  - (c) Sunday – 100 per cent penalty.
- 44.3 For the purposes of clause 44.2, an employee is considered to be regularly required to work outside the bandwidth where he or she works according to a roster that normally includes rostered shifts with hours that are outside the bandwidth.
- 44.4 Where an employee is required to work his or her ordinary hours on a public holiday, he or she will be paid a penalty of 150 per cent for all hours worked with a minimum payment of 3 hours.
- 44.5 An employee and the employee's supervisor may agree to the employee working outside the bandwidth on an irregular basis and accumulate flextime for those hours rather than other entitlements that would otherwise apply under this Agreement.

#### **45 Working hours for EL1 and EL2 employees**

- 45.1 Full time EL1 and EL2 employees are paid on the basis of 75 hours per fortnight.

- 45.2 Employees in the EL classification are not eligible to access flextime arrangements. In lieu of flextime the Chief Executive Officer may allow EL employees to vary their daily attendance times and take short term absences, including full day absences without deduction from leave credits. Additional hours worked will not be recompensed on an hour for hour basis as occurs under flextime.

## **46 Part time work**

- 46.1 A part time employee is one whose ordinary hours of work are less than 37 hours and 30 minutes per week.
- 46.2 Unless otherwise specified in this Agreement, remuneration and other conditions for part time employees, including leave, will be calculated on a pro rata basis.
- 46.3 Expense related allowances and reimbursements will be paid at the same rate for part time and full time employees.
- 46.4 An employee cannot be changed from full time to part time without the employee's agreement.

### **Employee initiated part time work**

- 46.5 The Chief Executive Officer will consider employee requests for part time work taking into account:
- (a) the reasons for the employee's request to convert to part time work;
  - (b) the operational implications of the employee's conversion to part time work; and
  - (c) whether there are available options that can reduce the operational implications of the employee's conversion to part time work.
- 46.6 Where the employee's request for part time work is not approved, he or she will be provided with written reasons in a timely manner.
- 46.7 The part time work agreement may be reviewed on the initiation of either the employee or his or her supervisor, given 4 weeks notice. An employee's request to revert to full time hours or to change the employee's part time hours will be approved unless the change would adversely impact on the operations of the TSRA.

## **47 Overtime**

- 47.1 Overtime may be available to employees at classification levels below EL1 where operationally required.
- 47.2 The Chief Executive Officer may agree to pay overtime to an employee at the EL1 or higher level in exceptional circumstances.
- 47.3 This Section does not apply to Emergency Duty as specified in Section 49.

- 47.4 Overtime is not payable for any travel time that is regarded as work time and that time is not to be taken into account when determining eligibility for overtime under this Section.
- 47.5 The Chief Executive Officer may require an employee to work overtime, where it is reasonable.
- 47.6 Subject to clause 47.1, overtime is payable where:
- (a) prior approval has been given by the Chief Executive Officer; and
  - (b) an employee is required to work:
    - (i) outside the bandwidth; or
    - (ii) outside the standard day and that time is in conjunction with hours outside the bandwidth.
- 47.7 Overtime will be paid in arrears at the following rates:
- (a) Monday to Saturday - time and a half for the first three hours and double time thereafter;
  - (b) Sunday – double time; and
  - (c) Public holidays – double time and a half.

#### **Minimum overtime payment**

- 47.8 The minimum overtime payment for work that is not continuous with normal work is four hours on any day with the exception of emergency duty as specified in Section 49.
- 47.9 For the purposes of clause 47.8, overtime that extends past midnight will be treated as overtime worked on one day. Where the overtime rate is higher before or after midnight, the higher rate will apply in respect of minimum overtime payments.

#### **Time in lieu**

- 47.10 An employee may elect to take time off in lieu of overtime. Where the employee so elects, the time in lieu is calculated at the overtime rate.
- 47.11 Where the time in lieu of overtime is not taken within 4 weeks of the overtime being worked, or such other timeframe as may be agreed between the employee and his or her supervisor, the employee must be paid for the overtime.
- 47.12 An employee who works 7 hours 30 minutes overtime on a Sunday may elect to take a day off in the week following the overtime without loss of pay, leave credits or flex credits and be paid single time for the 7 hours 30 minutes worked on the Sunday.

### **Rest relief after overtime**

- 47.13 Subject to clause 47.14, an employee is entitled to at least 8 hours break plus reasonable travel time between finishing overtime duty and next commencing duty.
- 47.14 Where for operational reasons, the Chief Executive Officer requires an employee to commence work without at least an 8 hour break plus reasonable travel time, the employee will be paid for all work hours at double time until the required break has been taken.

## **48 Meal Allowance**

- 48.1 An employee is entitled to payment of a meal allowance where he or she:
- (a) works overtime after finishing normal duty to beyond the end of a meal allowance period;
  - (b) works overtime before commencing normal duty and commences before the commencement of a meal allowance period;
  - (c) takes an unpaid meal break after finishing normal duty and before completion of the overtime; or
  - (d) works on a Saturday, Sunday or public holiday such that he or she is working overtime for the duration of a meal allowance period.
- 48.2 The meal allowance periods are:
- (a) 7.00 a.m. to 9.00 a.m.;
  - (b) 12 noon to 2.00 p.m.;
  - (c) 6.00 p.m. to 7.00 p.m.; and
  - (d) midnight to 1.00 a.m.
- 48.3 Meal allowance is not payable if the employee is receiving travel allowance for an overnight stay.
- 48.4 The meal allowance rate will be at the rate set by the Australian Taxation Office as the reasonable rate for overtime meal allowance (currently \$28.80).

## **49 Emergency duty**

- 49.1 Employees who are called to duty to meet an emergency at a time when they would ordinarily not have been on duty and no notice of the requirement was given before ceasing duty will be paid for the emergency duty at the rate of double time. Emergency duty includes time travelling to and from work.
- 49.2 The minimum payment for emergency duty will be two hours.
- 49.3 Rest relief provisions apply to emergency duty of 3 hours or more.

## **PART I. LEAVE**

### **50 General provisions**

- 50.1 All deductions of leave credits will be based on the employee's ordinary hours of work and the standard day to apply to that employee.
- 50.2 Where a request for leave is not approved, the Chief Executive Officer will advise the employee of the reason for the decision.
- 50.3 Where a public holiday falls during a period when an employee is absent on leave (other than Annual, Purchased (including Purchased Maternity, Adoption and Fostering Leave) or Personal Leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (for example, if on Long Service Leave on half pay, payment is on half pay).

### **51 Portability of leave**

- 51.1 Where an employee moves (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued Annual Leave and Personal/Carers Leave (however described) will be transferred, provided there is no break in continuity of service.
- 51.2 Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued Annual Leave and Personal/Carers Leave (however described) will be transferred.
- 51.3 For the purposes of this clause:
  - (a) 'APS employee' has the same meaning as the same term in the *Public Service Act 1999*;
  - (b) 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*.

### **52 Annual Leave**

- 52.1 The provisions of this Section do not apply to employees who receive the 25 per cent loading under clause 13.1.
- 52.2 The Chief Executive Officer may approve a period of Annual Leave where an employee has available credits, subject to operational requirements.
- 52.3 The Chief Executive Officer may agree to an employee request to take Annual Leave at half pay. Where Annual Leave is taken at half pay, credits will only be deducted for half the duration of the leave. Where this is the case, only half the period of Annual Leave will count as service.

- 52.4 Full time employees are entitled to a total of 20 days Annual Leave credits for each year of service which will accrue progressively.
- 52.5 Employees who are based in the Torres Strait are entitled to an additional 7 days of Annual Leave to be called Remote Locality Leave for each year of service accrued on a pro rata basis and credited fortnightly.
- 52.6 Annual Leave does not accrue during any period of unauthorised absence or leave which does not count as service.
- 52.7 If, during a period of Annual Leave, an employee becomes eligible for prevailing leave that is required by legislation or this Agreement to be granted, other than unpaid parental leave, the employee will be taken not to be on Annual Leave for the affected period. This is subject to the employee producing satisfactory evidence. Annual Leave will be re-credited to the extent of other leave granted. An example of such leave includes, but may not be limited to, personal/carer's leave, compassionate leave, maternity leave and community service leave.

#### **Recall from leave**

- 52.8 Where the Chief Executive Officer cancels approved Annual Leave without reasonable notice, he or she may approve the reimbursement of the following expenses where they are not otherwise recoverable under any insurance or from any other source:
- (a) non-refundable accommodation, travel deposits and advance fares paid or purchased for the employee and his or her family members that are not used;
  - (b) non-refundable accommodation expenses for accommodation not used;
  - (c) where the employee is at a locality other than his or her normal residence at the time he or she is recalled from leave and will be returning to that locality to resume his or her holiday, the cost of transport to and from that locality, which may include payment of motor vehicle allowance where the Chief Executive Officer agrees to the employee driving his or her own vehicle; and
  - (d) where the employee is at a locality other than his or her normal residence at the time he or she is recalled from leave and will not be returning to that locality to resume his or her holiday, additional transport costs incurred by the employee and his or her family members that result from returning early.
- 52.9 The employee will not be reimbursed expenses under clause 52.8 where:
- (a) the employee did not take reasonable steps, in the circumstances, to avoid the additional expenses; or
  - (b) the expenses are travel expenses for which an allowance is paid to the employee.

### **Maximum Annual Leave Credits**

52.10 Where an employee has more than 8 weeks Annual Leave credits the Chief Executive Officer may require the employee to take a period of Annual Leave. The maximum amount of Annual Leave the employee may be required to take will be the amount necessary to reduce the employee's Annual Leave credits to 6 weeks. Where the employee and the Chief Executive Officer are unable to agree on the timing of the Annual Leave under this clause, the Chief Executive Officer may specify the timing of the leave as long as the employee has at least 4 weeks of notice.

### **Payment for Annual Leave Credits on Termination of Employment**

52.11 Employees are paid for any unused Annual Leave credits on termination of employment from the Australian Public Service.

## **53 Cashing out of Annual Leave credits**

53.1 The Chief Executive Officer may agree to an employee request to 'cash out' Annual Leave in accordance with the following:

- (a) the employee retains at least four weeks of Annual Leave credits immediately following the cashing out;
- (b) a maximum of 10 days may be cashed out in any year at the employee's rate of pay at the time the leave is cashed out;
- (c) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employee and the Chief Executive Officer;
- (d) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone;
- (e) the option may only be taken once in any 12 month period; and
- (f) the employee must have already taken at least 10 days of Annual Leave in the previous 12 months.

## **54 Purchased Leave**

54.1 Ongoing employees and non-ongoing employees who are employed for more than 12 months may apply to the Chief Executive Officer to purchase from one to four weeks of Purchased Leave each year. The application can be made at any time during the year.

54.2 Where the Chief Executive Officer approves the application for Purchased Leave, the employee will have an amount deducted from his or her fortnightly salary over a 52 week period according to the following formula:

Gross fortnightly salary X number of weeks of Purchased Leave



- 54.3 Purchased Leave counts as service for all purposes.
- 54.4 Approval of Purchased Leave does not affect the employee's salary for superannuation purposes.
- 54.5 An employee may cancel the purchased leave arrangements where exceptional circumstances occur. In this case, the employee will be refunded the salary deductions made less any Purchased Leave already taken.
- 54.6 Where an employee leaves the TSRA employment after accessing the Purchased Leave and before all salary deductions have been made, the employee will be required to pay to the TSRA the outstanding amount. The TSRA may deduct all or part of this amount from the employee's final salary or termination payment.

## **55 Personal Leave**

### **General**

- 55.1 Non-ongoing employees who are paid the 25 per cent loading in lieu of leave under Section 13 are not covered by the provisions of this Section other than clause 55.17.

### **Personal Leave credits**

- 55.2 Ongoing employees engaged by the TSRA who do not already have Personal Leave credits under the provisions of Section 51 will be allocated 18 days of full pay Personal Leave credits on commencement.
- 55.3 Non-ongoing employees engaged by the TSRA who do not have existing Personal Leave credits under the provisions of Section 51 will:
  - (a) during their first 12 months of employment, be credited:
    - (i) 1 day of Personal Leave on commencement;
    - (ii) 1 day of Personal Leave at the beginning of each subsequent month up to and including the 10<sup>th</sup> month; and
  - (b) at the end of the first 12 months of employment, will be credited with 8 days of Personal Leave credits.
- 55.4 All employees will be credited with 18 days of full pay Personal Leave credits at the beginning of each subsequent 12 months.
- 55.5 Where the employee already has Personal Leave credits on commencement with the TSRA under the provisions of Section 51, the 12 months of continuous service will be based on the date the employee last received Personal Leave or equivalent credits at his or her previous agency.
- 55.6 A credit of Personal Leave credits under clauses 55.3 and 55.4 will be deferred by any periods of unauthorised absence or leave not to count as service that has occurred since the employee last accrued Personal Leave credits.

55.7 Where an employee obtains workers' compensation benefits for a period during which he or she received paid Personal Leave, the employee shall repay the amount paid for that period and the TSRA will re-credit that Personal Leave to the employee.

55.8 Unused Personal Leave credits will accumulate from year to year without limit.

### **Approval of Personal Leave**

55.9 The Chief Executive Officer may, subject to the availability of Personal Leave credits, approve paid Personal Leave for an employee for the following purposes:

- (a) where the employee is ill or injured;
- (b) to care for members of his or her family or household who are ill or injured or who have been affected by an unexpected emergency; or
- (c) where a medical practitioner reports that an employee has had contact with a person suffering from a notifiable infectious disease and is unable to attend for duty, subject to the employee not having less personal leave for other purposes than are provided for under the National Employment Standards.

55.10 An employee may be granted leave at half pay. This will result in the period of leave for which the employee is absent being double the amount of leave deducted from the employee's credits.

55.11 Medical certificates must be provided by employees for absences due to personal injury or illness or to care for ill or injured members of the employee's immediate family or household where:

- (a) the employee has already had 7 days of Personal Leave for those reasons in the Personal Leave accrual year without a medical certificate; or
- (b) the absence is for more than 3 consecutive days.

55.12 For the purposes of this Section, a medical certificate is a certificate issued by a registered health practitioner in respect of the area of practice in which the practitioner is registered or licensed under a law of a State or Territory that provides for the registration or licensing of health practitioners.

55.13 Where an employee is required to provide a medical certificate under clause 55.11 but it was not reasonably possible to obtain a medical certificate, a statutory declaration will be an acceptable alternative.

55.14 The Chief Executive Officer may approve the anticipation of the following year's Personal Leave credits during an employee's first 10 years of service in the APS where the employee has used all of his or her Personal Leave credits.

55.15 The Chief Executive Officer may, in exceptional circumstances, grant an employee with more than 10 years of service with the APS, an additional

period of paid Personal Leave to cover a personal illness or injury where the employee does not have any Personal Leave credits.

- 55.16 Personal Leave without pay may be approved for personal illness or injury where the employee does not have any paid Personal Leave credits. Where this is the case, the maximum continuous period of Personal Leave will be 78 weeks, including any paid Personal Leave that was taken during the period. Such leave will count as service for all purposes other than for the accrual of Personal Leave credits, but any further leave without pay will not count as service for any purpose except as provided by the Long Service Leave Act. The employee will be required by the Chief Executive Officer to provide a medical certificate for any period of Personal Leave without pay.
- 55.17 Employees who have exhausted their Personal Leave entitlements and casual employees may be granted unpaid Carer's Leave in accordance with sections 102 and 103 of the *Fair Work Act 2009*.
- 55.18 An employee may not take Personal Leave while on paid Maternity Leave or paid Adoption and Fostering Leave.
- 55.19 Employees will not, without their consent, be retired on invalidity grounds before their Personal Leave credits have been used unless provided for by legislation.

#### **Personal Leave - notification**

- 55.20 An employee must notify his or her supervisor of his or her absence and intention to apply for Personal Leave as soon as reasonably practicable.

#### **Personal Leave – failure to comply with obligations**

- 55.21 Where an employee fails to comply with his or her obligations as specified in this Section, other than for reasons beyond the reasonable control of the employee, the absence may be regarded as unauthorised and without pay.

### **56 Compassionate Leave**

- 56.1 An employee, other than a non-ongoing employee engaged on an irregular or intermittent basis, is entitled to Compassionate Leave with pay of 3 days:
- (a) for the purpose of spending time with a member of an employee's cultural kinship system or household who is suffering from a life threatening illness or injury; or
  - (b) after the death of a member of the employee's cultural kinship system or household.
- 56.2 A non-ongoing employee engaged on an irregular or intermittent basis, is entitled to unpaid Compassionate Leave of 3 days:
- (a) for the purpose of spending time with a member of an employee's cultural kinship system or household who is suffering from a life threatening illness or injury; or

- (b) after the death of a member of the employee's cultural kinship system or household.
- 56.3 The Chief Executive Officer may require reasonable evidence of the death or the life threatening illness or injury in line with cultural expectations.
- 56.4 For the purposes of clause 56.1, the employee's cultural kinship system includes the employee's:
- (a) spouse or partner (including former spouse or partner),
  - (b) parent, grandparent, brother, sister of the employee or of the employee's spouse or partner, or former spouse or partner;
  - (c) aunt, uncle, guardian, foster parent, step-parent, step-brother, step-sister, half-brother, half-sister, child, foster child, step-child or other relation of the employee considered by the Chief Executive Officer to be a significant relation.

## **57 War Service Sick Leave**

- 57.1 Employees may be eligible for the following War Service Sick Leave entitlements while unfit for duty because of an injury or disease that has been accepted by the Department of Veteran's Affairs within the meaning of the *Veteran's Entitlements Act 1986* or the *Military Rehabilitation and Compensation Act 2004* to be war caused or defence caused:
- (a) nine weeks Special War Service Sick Leave credits; and
  - (b) three weeks Ordinary War Service Sick Leave credits on commencement and after each 12 months of continuous service.
- 57.2 Unused Ordinary War Service Sick Leave credits accrue to a maximum of nine weeks.
- 57.3 Special War Service Sick Leave credits must be used before Ordinary War Service Sick Leave credits.
- 57.4 An employee is not entitled to additional Special War Service Sick Leave credits where he or she has previously been provided with equivalent credits with another APS Agency.
- 57.5 Unused Special and Ordinary War Service Sick Leave credits an employee has had with another APS Agency will be credited to the employee on commencement with the TSRA.
- 57.6 Approval of War Service Sick Leave will be subject to available credits and the provision of a medical certificate stating the nature of the medical condition and a statement from the Department of Veterans' Affairs or its successor stating that the medical condition is a war caused condition.
- 57.7 War Service Sick Leave counts as service for all purposes.
- 57.8 For the purposes of clause 57, periods of continuous service does not include unpaid leave not to count as service or any period of unauthorised absence.

## **58 Maternity Leave**

- 58.1 The entitlement to Maternity Leave is provided for under the *Maternity Leave Act*.
- 58.2 Employees eligible for paid Maternity Leave under the *Maternity Leave Act* are entitled to an additional two weeks of paid Maternity Leave.
- 58.3 Employees who are eligible for paid Maternity or Parental Leave may elect to have the payment for that leave spread over a maximum of 28 weeks at a rate no less than half normal salary. Where payment is spread over a longer period, only half of the total weeks of the leave period will count as service.
- 58.4 An employee who will take leave under the *Maternity Leave Act* will be granted to up to two days of paid leave during her pregnancy for the purpose of pre-natal checks.

## **59 Adoption and Fostering Leave**

- 59.1 An employee is entitled to paid Adoption and Fostering Leave equivalent to the paid Maternity Leave available under Section 58 where the employee adopts a child or accepts a child for long term fostering arrangements and the employee is the primary carer of the child.
- 59.2 To be entitled to paid leave under clause 59.1:
  - (a) the adoption must be recognised by the state or territory government as a permanent adoption;
  - (b) the child being adopted must:
    - (i) be under 16 as at the date of placement or expected date of placement;
    - (ii) have not lived continuously with the employee for a period of six months or more at the date of placement or expected date of placement;
    - (iii) not be a child of the employee or the employee's partner;
  - (c) the long term fostering arrangement must have been arranged by the state or territory government and, at the time of commencement of the fostering, be expected to be permanent.
- 59.3 Employees must satisfy a period of qualifying service the same as that defined by the *Maternity Leave Act* for an entitlement to paid maternity leave in order to be granted paid Adoption and Fostering Leave under this Section.

## **60 Parental Leave**

- 60.1 Where the provisions of this Section are inconsistent with the National Employment Standards, the National Employment Standards will prevail.
- 60.2 An employee, other than one who is employed on an irregular or intermittent basis, is eligible for Parental Leave under this Section.

- 60.3 Where an employee is entitled to Maternity Leave under Section 58 or Adoption and Fostering Leave under Section 59, the entitlements in this Section only apply where they are not provided for under the *Maternity Leave Act* or other provisions of those Sections.
- 60.4 Where an employee has ongoing primary caring responsibilities for a child of a family member but is not the parent, the provisions of this Section will apply to that employee as though he or she is the parent of the child.
- 60.5 The provisions of this Section relating to adoptions only apply where:
- (a) the child is, or will be, under 16 as at the day of placement, or expected day of placement of the child;
  - (b) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement of the child; and
  - (c) is not (otherwise than because of the adoption) a child of the employee or the employee's partner.
- 60.6 An employee is entitled to 12 months of Parental Leave where:
- (a) the leave is associated with:
    - (i) the birth of a child of the employee; or
    - (ii) the placement of a child with the employee for adoption;
    - (iii) the long term fostering of a child by the employee (as defined by clause 59.2(c)); and
  - (b) the employee has or will have a responsibility for the care of the child.
- 60.7 Where the leave is in relation to the birth of a child of the employee, or the adoption, or long term fostering of a child and the employee is not entitled to paid leave under Sections 58 or 59, the first two weeks of the Parental Leave under clause 60.6 will be paid and the remainder of the leave will be unpaid. This provision applies to the employee where he or she is the primary carer of the child or the supporting partner of the primary carer.
- 60.8 Where an employee is planning to adopt a child, he or she is entitled to up to two days of unpaid Pre-Adoption Leave to attend interviews associated with the adoption.
- 60.9 Parental Leave other than Pre-Adoption Leave must be taken in a single continuous period.
- 60.10 Where the employee's partner will not be taking any maternity or other form of parental leave:
- (a) and the employee is female and has given birth, the leave may commence between six weeks before the expected date of birth and the actual date of birth of the child;

- (b) the leave must commence no later than the date of birth of the child or the day of placement of the child in the case of adoptions and fosterings, unless the employee's partner is not in employment and has a responsibility for the care of the child, in which case, the leave may commence at any time during the 12 months following the date of birth or day of placement of the child.
- 60.11 Where the employee is part of a couple and his or her partner is also intending to take a form of maternity or parental leave:
- (a) and the employee starts Parental Leave first, it must be in accordance with the following:
    - (i) where the person is a female and has given birth, the leave may commence between six weeks before the expected date of birth and the actual date of birth of the child;
    - (ii) the leave must commence no later than the birth of the child or the day of placement of the child in the case of adoptions;
  - (b) and the employee's partner starts Parental Leave first, the employee's period of Parental Leave must start immediately after his or her partner's Parental Leave finishes.
- 60.12 Where the employee is taking Parental Leave in association with an adoption or long term fostering, the leave may commence up to two weeks before the expected date of placement of the child.
- 60.13 An employee and his or her partner, notwithstanding any other provisions in this Section, may take a period of up to three weeks of unpaid Parental Leave at the same time as the employee's partner is taking a form of maternity or parental leave, subject to the concurrent period commencing on the date of birth or placement of the child.
- 60.14 The period of Parental Leave may be extended or shortened on application by the employee, subject to maximum limits specified in this Section, as long as the employee provides the Chief Executive Officer with at least 14 days written notice.
- 60.15 Where the employee is taking a period of Parental Leave and the child dies, or the employee ceases to have a responsibility for the child and the employee is not entitled to Maternity Leave under the *Maternity Leave Act*, the Chief Executive Officer may provide the employee with no less than 4 weeks of notice that the Parental Leave is to cease.
- 60.16 An employee returning from a period of Parental Leave may request part time work under Section 7 and/or Section 46 until the time the child reaches normal school age. The Chief Executive Officer may only refuse such a request on reasonable business grounds.

## **61 Additional Parental Leave**

- 61.1 An employee who takes Maternity Leave, Adoption and Fostering Leave or Parental Leave under the Maternity Leave Act, the Fair Work Act or this Agreement may request an extension of unpaid Parental Leave for a further period of up to 12 months following the end of the available parental leave period. This results in the total maximum aggregate leave available being 24 months. Where the employee makes such a request:
- (a) it must be made no later than four weeks before the end of the employee's available Parental Leave period;
  - (b) must commence immediately following the completion of the employee's other Maternity Leave or Parental Leave taken under Sections 58 or 60;
  - (c) the TSRA may only refuse the request on reasonable business grounds; and
  - (d) the TSRA's response to the request must be provided in writing to the employee within 21 days of the request and where the request is refused, state the reasons for refusing the request.
- 61.2 A period of additional Parental Leave may be extended or shortened on application by the employee, subject to maximum limits specified in this Section, as long as the employee provides the Chief Executive Officer with at least 14 days written notice.

## **62 Purchased Maternity, Adoption and Fostering or Parental Leave**

- 62.1 An employee who is planning on having a child, including adopting or fostering a child, may elect to purchase additional paid Maternity, Adoption and Fostering or Parental Leave by reducing his or her fortnightly salary before commencing the Maternity, Adoption and Fostering or Parental Leave. Any additional paid Maternity, Adoption and Fostering or Parental Leave that is purchased under this clause will not count as service for any purpose. Where the employee takes up this option and does not wish to use the additional paid Maternity, Adoption and Fostering or Parental Leave for any purpose, the employee will be reimbursed the value of the purchased leave.
- 62.2 The purchased Maternity, Adoption and Fostering or Parental Leave may be taken at half pay.
- 62.3 Approval of Purchased Maternity, Adoption and Fostering or Parental Leave does not affect the employee's salary for superannuation purposes.
- 62.4 The purchased Maternity, Adoption and Fostering or Parental Leave must be taken in lieu of unpaid Maternity, Adoption and Fostering or Parental Leave that is otherwise available under this Agreement or the Maternity Leave Act.
- 62.5 Where an employee has not taken his or her purchased Maternity, Adoption and Fostering or Parental Leave within 2 years of commencing salary deductions, the value of the purchased leave will be paid to the employee and the purchased leave will be cancelled.



### **63 Return to work after Parental Leave**

- 63.1 On ending unpaid Parental, Adoption and Fostering or Maternity Leave, an employee is entitled to return to:
- (a) the employees' pre-parental/maternity/adoption and fostering leave position; or
  - (b) if that position no longer exists, an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental/maternity/adoption and fostering leave position.

### **64 Long Service Leave**

- 64.1 An employee is eligible for long service leave in accordance with the Long Service Leave Act.
- 64.2 The minimum period during which long service leave can be taken is seven calendar days at full pay (or fourteen calendar days on half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.
- 64.3 If, during a period of Long Service Leave, an employee becomes eligible for prevailing leave that is required by legislation or this Agreement to be granted, other than unpaid Parental Leave, the employee will be taken not to be on Long Service Leave for the affected period. This is subject to the employee producing satisfactory evidence. Long Service Leave will be re-credited to the extent of other leave granted. An example of such leave includes, but may not be limited to, Personal/carer's Leave, Compassionate Leave, Maternity Leave and Community Service Leave.

### **65 Community Service Leave**

- 65.1 Employees are entitled to Community Service Leave in the following circumstances:
- (a) during any period of jury service;
  - (b) where an employee engages in voluntary emergency management activity;
  - (c) for regular training with a recognised emergency management body;
  - (d) ceremonial duties with a recognised emergency management body;
  - (e) reasonable travel time associated with voluntary emergency management activity or regular training or ceremonial duties with a recognised emergency management body;
  - (f) reasonable recovery time following engagement in voluntary emergency management activity; or
  - (g) for any other activity prescribed in the Fair Work Regulations as being applicable to Community Service Leave.

- 65.2 An employee is only entitled to Community Service Leave under clause 65.1(b) to (f) where the employee is a member of, or has a member like relationship with a recognised emergency management body.
- 65.3 Where an ongoing or non-ongoing employee is on Community Service Leave because of jury service, the TSRA will pay the employee his or her normal salary, subject to the employee paying to the TSRA any payments made to the employee for jury service other than expense related allowances.
- 65.4 All Community Service Leave is unpaid except for:
- (a) the payment provisions for jury service outlined in this Section;
  - (b) the first 5 days of voluntary emergency management activity in a calendar year; and
  - (c) where otherwise approved by the Chief Executive Officer.
- 65.5 For the purposes of this Section, an employee engages in voluntary emergency management activity if:
- (a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
  - (b) the employee is engaged in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
  - (c) either:
    - (i) the employee was requested by or on behalf of the body to engage in the activity; or
    - (ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

## **66 Defence Reservists Leave**

- 66.1 An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous full Time Service (CFTS) or Cadet Force obligations.
- 66.2 An employee is entitled to ADF Reserve leave with pay, for up to four weeks during each calendar year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required. During the employee's first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements. With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.

- 66.3 Employees are not required to pay their tax free ADF Reserve salary to the TSRA in any circumstances.
- 66.4 An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
- 66.5 Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except Annual Leave.
- 66.6 Eligible employees may also apply for Annual Leave, Long Service Leave or use flex leave or make up time, for the purpose of fulfilling ADF Reserve, DFTS or Cadet Force obligations.
- 66.7 Employees are to notify supervisors when the dates of ADF Reserve, DFTS or Cadet Force activities are known and/or changed.

## **67 Ceremonial Leave**

- 67.1 Employees are entitled to up to three months of unpaid Ceremonial Leave each year for the purpose of participation in ceremonial activities and other cultural obligations.
- 67.2 Ceremonial Leave does not count as service for any purpose.

## **68 Other Leave**

- 68.1 The Chief Executive Officer may approve paid or unpaid Other Leave, which may count as service or not count as service, for any reason considered by the Chief Executive Officer to be appropriate and subject to any conditions which may be set by the Chief Executive Officer.
- 68.2 Other Leave for a part day will not be approved.

### **Other Leave and public holidays**

- 68.3 Where an employee is on unpaid Other Leave on the working days immediately before and after a public holiday, he or she will not be paid for the public holiday.

## **69 Public Holidays**

- 69.1 Employees are entitled to observe the following public holidays each year without loss of pay:
  - (a) 1 January (New Year's Day);
  - (b) 26 January (Australia Day);
  - (c) Good Friday;
  - (d) Easter Monday;

- (e) 25 April (Anzac Day);
  - (f) the Queen's birthday holiday (on the day on which it is celebrated in Queensland);
  - (g) 25 December (Christmas Day);
  - (h) 26 December (Boxing Day); and
  - (i) any other day, or part day, declared or prescribed by or under a law of a state or territory to be observed generally within the state or territory, or a region of the state or territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday.
- 69.2 If under a state or territory law, a day or part day is substituted for one of the public holidays listed in clause 69.1, then the substituted or part-day is the public holiday.
- 69.3 The Chief Executive Officer and an employee may agree on the substitution of a day or part-day that would otherwise be a public holiday.
- 69.4 An employee who is absent on a public holiday 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. Where a public holiday falls during a period when an employee is absent on leave (other than annual or personal leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (for example, if on long service leave on half pay, payment is on half pay).

## **70 Christmas Closedown**

- 70.1 The TSRA will close its normal operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day.
- 70.2 Where an employee is required to work during the Christmas Closedown, he or she will be entitled to:
- (a) in respect of the first working day after Christmas, APS1 – 6 level employees will receive payment for that day as though it was a public holiday;
  - (b) in respect of the first working day after Christmas, Executive Level employees will receive equivalent time off in lieu at another time; and
  - (c) in respect of the other days between Christmas and New Year, equivalent time off in lieu at another time.
- 70.3 Employees will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work. Where an employee is absent on leave, payment for the Christmas closedown provision will be in accordance with the entitlement

for that form of leave, (for example, if on long service leave half pay, payment is on half pay). There will be no deduction from Annual or Personal Leave credits for the closedown days.

## **71 Unauthorised absences**

- 71.1 Where an employee is absent from work without approval, the absence will be without pay and will not count as service for any purpose. Other benefits provided under this Agreement, including the Flextime Scheme, will cease to be available to the employee until he or she resumes duty or is granted leave.

## **PART J. STUDIES ASSISTANCE**

### **72 Approval of Course of Study**

- 72.1 The Chief Executive Officer will approve studies assistance for an employee undertaking a course of study at an institution unless:
- (a) the course of study has little or no relevance to the work of the TSRA or the APS;
  - (b) the Chief Executive Officer considers that the employee will be unable to meet his or her work expectations while undertaking the course; or
  - (c) the course commitments will have an unreasonable impact on the operational requirements of the TSRA.
- 72.2 The Chief Executive Officer may revoke approval of studies assistance under clause 72.1 where:
- (a) a subject in the course was not successfully completed; or
  - (b) the employee has not been able to successfully balance his or her study and work commitments and this has had an unreasonable effect on operational requirements; and
  - (c) the failure of the subject or the inability to balance study and work commitments has not been due to short-term extenuating circumstances.

### **73 Paid Study Leave**

- 73.1 Where the Chief Executive Officer approves an employee's course of study, an ongoing employee or non-ongoing employee engaged for at least 12 months will be entitled to the following paid Study Leave:
- (a) 3 hours per week for external/thesis students or part time students with no face to face requirements during working hours; or
  - (b) 5 hours per week for standard part time face to face study for approved study activities and up to 3 hours available for travel to and from study activities
- 73.2 All employees who undertake an approved course of study are entitled to paid Study Leave to travel to and from and attend compulsory examinations or assessments.
- 73.3 Paid Study Leave is only available during periods in which study activities for the employee's course of study are being undertaken by the educational institution.
- 73.4 An employee who does not use all of the paid Study Leave specified in clause 73.1 may retain the unused leave as a credit to use in the following circumstances:

- (a) to attend compulsory residential components of the course;
- (b) to complete assignments or study for examinations; or
- (c) to participate in informal study activities.

73.5 Access to accrued Study Leave credits under clause 73.4 is subject to approval by the Chief Executive Officer, taking into account the benefit to the employee and operational requirements.

## **74 Financial Assistance**

74.1 Where the Chief Executive Officer approves an employee's course of study, an ongoing employee or non-ongoing employee engaged for at least 12 months may be provided with financial assistance to cover all or part of the costs incurred by the employee.

74.2 Where the Chief Executive Officer approves financial assistance, it may be approved conditional on the employee passing the course or courses undertaken in that year and may be paid in advance or on successful completion of the course or courses.

## **75 Leave for Full Time Study**

75.1 The Chief Executive Officer may approve a period of unpaid leave for full time study.

75.2 Generally the maximum unpaid leave that will be approved under this Section is one year.

75.3 Leave approved under this Section counts as service for all purposes other than accrual of Annual Leave credits.

## **PART K. COMMUNICATION AND CONSULTATION**

### **76 Representation**

- 76.1 The TSRA allows employees the right to representation and freedom of association in the workplace.
- 76.2 In any matter arising under this Agreement an employee may choose any person to support or represent them and the TSRA and that person will deal with each other in good faith.

### **77 Consultation**

- 77.1 This term applies if the employer:
- (a) has made a definite decision 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
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

#### *Major change*

- 77.2 For a major change referred to in clause 77.1(a):
- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) clauses 77.3 to 77.9 apply.
- 77.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 77.4 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 77.5 As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
    - (i) the introduction of the change;
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and



- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.

77.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

77.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

77.8 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 employer, the requirements set out in clauses 77.2(a), 77.3 and 77.5 are taken not to apply.

77.9 In this term, a major change is *likely to have a significant effect on employees* if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace;
- (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

77.10 For a change referred to in clause 77.1(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) clauses 77.11 to 77.15 apply.

77.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

77.12 If:

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

- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

77.13 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
  - (i) all relevant information about the change, including the nature of the change; and
  - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
  - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

77.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

77.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

77.16 In this term:

*relevant employees* means the employees who may be affected by a change referred to in clause 77.1.

## **78 Framework for Consultation**

78.1 To provide TSRA management with effective input from employees, the TSRA will establish a Workplace Consultative Committee (WCC) under this Agreement.

78.2 The WCC will provide a forum for consultation with employees about:

- (a) the implementation of this Agreement;
- (b) policies and procedures related to this Agreement and other human resource policies and procedures; and
- (c) general workplace relations matters.

78.3 Changes to human resource policies and procedures (including new policies and procedures), other than those of a minor editing nature, will be subject to consultation with employees before final decisions are made.

78.4 The WCC will:

- (a) meet at least four times per year;
- (b) establish and amend Terms of Reference by agreement; and
- (c) have the number of employees and/or employee representatives being equal to or greater than the number of management representatives.

78.5 The TSRA may undertake broader consultation with employees outside the WCC to promote employee satisfaction and welfare, and organisational productivity, through a cooperative working relationship.

## **PART L. REDEPLOYMENT, RETIREMENT AND REDUNDANCY**

### **79 General**

79.1 This Part only applies to ongoing, non-probationary employees who are declared as excess employees of the TSRA as defined in clause 80.1.

### **80 Definition of excess employee**

80.1 An employee is an excess employee where, in the opinion of the Chief Executive Officer:

- (a) the employee is included in a group of employees employed in the TSRA, which comprises a greater number of employees than is necessary for the efficient and economical working of the TSRA; or
- (b) the services of the employee cannot be effectively used because of technological or other changes in the work methods of the TSRA or changes in the nature, extent or organisation of the functions of the TSRA; or
- (c) where the duties usually performed by the employee are to be performed in a different locality, the employee is not willing to perform duties at the locality, and the Chief Executive Officer has determined that these provisions will apply to that employee.

80.2 The Chief Executive Officer will advise an employee in writing if he or she is an excess employee.

### **81 Consultation**

81.1 Where the Chief Executive Officer is aware that an employee is likely to become excess, the employee will be so advised as soon as practicable.

81.2 Discussions with a potentially excess employee will be held to consider:

- (a) measures which might be taken to reduce the likelihood of the employee becoming excess;
- (b) redeployment opportunities for the employee concerned; and
- (c) whether voluntary retrenchment may be appropriate and whether the employee is interested in voluntary retrenchment.

81.3 The Chief Executive Officer may invite employees who are not potentially excess to express interest in voluntary retrenchment where those retrenchments would permit the redeployment of potentially excess employees who do not wish to accept voluntary retrenchment.

81.4 A potentially excess employee may include a representative, which may be a union, in the discussions specified in clause 81.2.

81.5 The Chief Executive Officer may declare an employee to be excess one month after discussions under clause 81.2 have commenced, unless a lesser period is agreed to by the Chief Executive Officer and the employee.

## **82 Voluntary retrenchment**

82.1 The Chief Executive Officer may offer voluntary retrenchment following declaration that the employee is an excess employee. An offer of voluntary retrenchment must be made within 2 months of the employee being declared as an excess employee unless the employee has been successfully redeployed in that time.

82.2 Only one offer of voluntary retrenchment may be made to an excess employee.

82.3 Where an offer of voluntary retrenchment has been made, the TSRA will provide the employee with the following information:

- (a) amounts of severance pay, pay in lieu of notice and paid up leave credits;
- (b) amount of accumulated superannuation contributions;
- (c) options open to the employee concerning superannuation; and
- (d) taxation rules applying to the various payments.

82.4 An employee who has been offered a voluntary retrenchment is entitled to reimbursement of up to \$500 of the cost involved in obtaining financial and/or career transition advice.

82.5 The employee will have up to one month to accept the offer of voluntary retrenchment. Where the employee accepts the offer of voluntary retrenchment and termination of employment occurs before the end of the month, the unexpired portion of the month may be added to payment in lieu of notice.

82.6 The Chief Executive Officer may withdraw the offer of voluntary retrenchment at any time up until a notice of termination is provided under clause 84.1.

## **83 Severance benefits**

83.1 An employee who accepts an offer of voluntary retrenchment, and whose employment is terminated by the Chief Executive Officer under s29 of the Public Service Act on the grounds that he or she is excess to the requirements of the TSRA, is entitled to payment of a redundancy benefit of an amount equal to two weeks' salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the National Employment Standards.

83.2 The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.

- 83.3 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 amount the employee is entitled to under the National Employment Standards.
- 83.4 For earlier periods of service to count there must be no breaks between the periods of service, except where a break in service is less than 1 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.
- 83.5 For the purposes of clause 83.1, the period of continuous service includes:
- (a) Government service as defined in Section 10 of the Long Service Leave Act;
  - (b) service with the Commonwealth (other than service with a joint Commonwealth/State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
  - (c) service in the Australian Defence Forces;
  - (d) APS service immediately preceding deemed resignation under the repealed section 49 of the *Public Service Act 1922*, if the service had not previously been recognised for severance pay purposes; and
  - (e) service in another organisation where:
    - (i) an employee was transferred from the APS to that organisation with a transfer of function; or
    - (ii) an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS; and
    - (iii) such service is recognised for Long Service Leave purposes.
- 83.6 For the purposes of clause 83.1, the period of continuous service does not include any service which ceased:
- (a) through termination on the following ground, or on a ground equivalent to any of the following grounds:
    - (i) the employee lacks, or has lost, an essential qualification for performing his or her duties;
    - (ii) non-performance, or unsatisfactory performance, of duties;
    - (iii) inability to perform duties because of physical or mental incapacity;
    - (iv) failure to satisfactorily complete an entry level training course;

- (v) failure to meet a condition imposed under subsection 22(6) of the Public Service Act; or
  - (vi) a breach of the Code of Conduct; or
  - (b) on a ground equivalent to a ground listed in subparagraph (a) above under the repealed *Public Service Act 1922*; or
  - (c) through voluntary retirement at or above the minimum retiring age applicable to the employee; or
  - (d) with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit.
- 83.7 For the purposes of clause 83.1, absences from work which do not count as service for long service leave purposes will not count as continuous service for severance pay purposes.
- 83.8 For the purposes of this Section, the employee's salary will be the higher of:
- (a) the employee's salary at his or her permanent classification level; or
  - (b) the salary payable at a higher classification level where the employee has been temporarily performing work and has been paid at that higher classification level for a period of at least 12 months immediately preceding the date on which the Chief Executive Officer gave the employee notice of his or her termination,

and will include any other allowances in the nature of salary which are paid during periods of Annual Leave and on a regular basis, but excluding any allowances which are of a reimbursement nature.

## **84 Notice of termination for voluntary retrenchment**

- 84.1 Where an employee accepts an offer of voluntary retrenchment, the Chief Executive Officer will provide the employee with notice of termination in accordance with the minimum notice periods specified in the Fair Work Act.
- 84.2 The employee and Chief Executive Officer may agree to payment in lieu of the notice period provided under clause 84.1.

## **85 Retention periods**

- 85.1 An excess employee who elects not to accept a voluntary retrenchment will be subject to a retention period of:
- (a) 13 months where an employee has 20 or more years of service or is over 45 years of age; or
  - (b) 7 months for other employees;
- subject to the retention period being reduced by the amount of redundancy benefit the employee would be entitled to if terminated at the completion of the retention period.

85.2 Redundancy benefits on termination following the completion of the retention period are:



<b>Length of service</b>	<b>Redundancy benefit (in number of weeks pay)</b>
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

- 85.3 The retention period will be deemed to have commenced on the date when the employee is advised by the Chief Executive Officer under clause 80.2 that he or she is excess.
- 85.4 The retention period will be extended by any periods of Personal Leave for personal illness or injury.
- 85.5 Unless the employee agrees otherwise, the Chief Executive Officer will not terminate the employment of an excess employee on the grounds of being excess until the applicable retention period has passed.
- 85.6 Where there is not sufficient work for an excess employee to undertake during the retention period, the Chief Executive Officer may terminate the employee's employment under section 29 of the Public Service Act and pay the employee the salary that would otherwise have been paid during the remainder of the retention period (adjusted for the NES under sub-clause 85.1 above). This payment will be taken to include the payment in lieu of notice of termination of employment. An employee whose employment is terminated in these circumstances will also be entitled to a redundancy payment in accordance with their NES entitlement (as set out in clause 85.2).
- 85.7 Wherever possible, the notice of termination will be concurrent with the retention period.

## **86 Redeployment**

- 86.1 The TSRA will take all reasonable steps to identify suitable redeployment options for any excess employee who has been placed on a retention period. This may include referral to an appropriate agency that assists in redeployment of excess APS employees.

- 86.2 During the retention period, the employee will be considered in isolation for any permanent vacancy that occurs in the TSRA at his or her permanent classification level. Where the employee is assessed as suitable for such vacancy, he or she will be reassigned to those duties and other applicants will not be considered.

### **87 Reduction in classification during retention period**

- 87.1 During the retention period, the Chief Executive Officer may, with 4 weeks' notice, reduce an excess employee's classification level as a means of securing alternative employment for the employee.
- 87.2 Where the Chief Executive Officer reduces the classification level of an excess employee under clause 87.1, the employee will be entitled to income maintenance payments to maintain his or her salary at the previous classification level for the duration of the retention period. For these purposes, salary is defined the same as in clause 83.8.

### **88 Termination at the end of retention period**

- 88.1 Where redeployment of an excess employee has not been achieved, the Chief Executive Officer may provide the employee with notice of termination with effect from no earlier than the end of the retention period.
- 88.2 The Chief Executive Officer must not terminate the employee's employment at the end of the retention period if there is another TSRA employee at the same level who is interested in a voluntary retrenchment and performing duties for which the excess employee is considered suitable.
- 88.3 The notice of termination must include the minimum notice period required by the Fair Work Act.

## **PART M. ENTITLEMENTS TO SUPPORT EMPLOYEES AND THEIR FAMILIES**

### **89 Travel to Obtain Necessary Emergency or Specialist, Medical or Dental Treatment**

89.1 An employee's family members are entitled to provisions under this Section where the family member:

- (a) resides with the employee;
- (b) earns less than the pay level for a 17 year old APS1 in the TSRA; and

Queensland Health does not provide for transportation of the employee or his or her family member to an appropriate medical or dental facility.

89.2 For the purposes of clause (b) the income of the family member will be based on the fortnightly income of that person at the time of the travel unless the employee is able to demonstrate that the fortnightly income at that time is not representative of that person's annual income. Where the employee is able to demonstrate this, the income of that person will be his or her normal annual income.

89.3 Where the employee or a family member as defined by clause 89.1 is required to travel to another locality to obtain necessary emergency or specialist, medical or dental treatment, the employee is entitled to be reimbursed the cost of removal to the nearest locality where the treatment may be given.

89.4 The employee will be reimbursed the cost of travelling with his or her family member where the family member is under the age of 12 or a registered health practitioner considers this to be necessary for the family member's well-being.

89.5 Costs that will be reimbursed include:

- (a) reasonable travel expenses; and
- (b) reasonable accommodation expenses (not including hospital expenses) where circumstances prevent the employee and /or family member returning home on the same day.

### **90 Emergency or Compassionate Travel**

90.1 Where a close relative of an ongoing employee, or non-ongoing employee engaged for more than 12 months, dies or becomes critically or dangerously ill, the employee is entitled to payment or reimbursement of the cost of return airfares to travel to:

- (a) the locality where the close relative lived before his or her death;
- (b) the locality where the close relative is located whilst he or she is critically or dangerously ill; or

- (c) if the close relative resides overseas, the closest point of embarkation from Australia.
- 90.2 The Chief Executive Officer may require reasonable evidence that the close relative is critically or dangerously ill or has died in line with cultural expectations.
- 90.3 For the purposes of this Section, a close relative is:
- (a) a spouse or partner of the employee;
  - (b) a child, parent, sister or brother of the employee or of the employee's spouse or partner; or
  - (c) any other person who, the Chief Executive Officer agrees, had a relationship to the employee that is similar in nature to those specified in points (a) and (b) above.

## **91 Home based work**

- 91.1 The Chief Executive Officer may approve home based work arrangements for an employee where the employee's work is suitable for home based work and the home environment is safe and secure.
- 91.2 Where the Chief Executive Officer has approved home based work for an employee under clause 91.1, the TSRA will, where necessary, provide appropriate equipment and services.

## **92 Employee Assistance Program**

- 92.1 The TSRA will make available to all employees, an appropriate service to provide confidential, professional counselling to employees and their immediate family to help them resolve work related and personal problems, at no cost to the employee. After an initial consultation the service may refer the employee to a specialised service. It is the employee's decision to accept further referral and to be responsible for any associated costs.

## **93 Healthy Lifestyle and Personal Needs Allowance**

- 93.1 The TSRA will reimburse ongoing employees and non-ongoing employees with at least 12 months service for expenditure on healthy lifestyle activities and personal needs up to a maximum of \$200 each calendar year.
- 93.2 The activities that will be accepted for reimbursement under this clause are:
- (a) quit smoking courses;
  - (b) gym membership fees;
  - (c) weight loss programs;
  - (d) programs to overcome excessive gambling;
  - (e) drug and alcohol abuse programs;
  - (f) inoculations such as flu vaccinations;

- (g) purchase of exercise equipment;
- (h) dance sport programs, including traditional dance;
- (i) costs associated with the establishment of a sporting team;
- (j) purchase of clothing and supplies that are directly associated with working outdoors; and
- (k) purchase of warm clothing where the employee is required by the Chief Executive Officer to travel to a cool climate for a short term period (generally less than 12 months).

## **94 Additional Family Care Costs**

94.1 Where an employee is required to:

- (a) attend a training course or essential meeting outside the Region
- (b) undertake a field trip outside normal working hours; or
- (c) attend a training course or carry out essential work outside normal hours of work within the Region,

the TSRA will reimburse the employee for reasonable additional costs incurred in respect to care of children or other family members for whom employees have caring responsibilities.

94.2 To be eligible for possible reimbursement of additional family care costs under clause 94.1, the employee must have taken reasonable steps to minimise the additional costs.

## **95 Loss, damage and indemnity**

95.1 The Chief Executive Officer may reimburse an employee for loss or damage to clothing or personal effects which occurred in the course of his or her work.

## **96 Work Health and Safety**

96.1 Eyesight testing and the reimbursement of glasses for screen based equipment will be provided. Further information is available in the TSRA's guidelines.

## **PART N. DISPUTE RESOLUTION**

### **97 Procedures for preventing and settling disputes**

97.1 If a dispute relates to:

- (a) a matter arising under this Agreement; or
- (b) the National Employment Standards;

this Section sets out procedures to settle the dispute.

97.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this Section.

97.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and the relevant supervisors and/or managers.

97.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

97.5 Fair Work Commission may deal with the dispute in two stages:

- (a) 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
- (b) if Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties.

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

97.6 While the parties are trying to resolve the dispute using the procedures in this Section;

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) 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;
  - (iii) the work is not safe;
  - (iv) applicable occupational health and safety legislation would not permit the work to be performed;
  - (v) the work is not appropriate for the employee to perform; or

- (vi) there are other reasonable grounds for the employee to refuse to comply with the direction.

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

## **98 Right of Return for Election Candidates**

98.1 The Chief Executive Officer will allow a former employee to return to work with the TSRA where:

- (a) the person resigned as an ongoing APS employee to contest an election;
- (b) the resignation took effect no earlier than 6 months before the closing date for nominations;
- (c) the person was a candidate in the election but failed to be elected;
- (d) the person makes application to the Chief Executive Officer within 2 months of the declaration of an undisputed election, or, for a disputed election:
  - (i) if the election was for a member of the TSRA, under Part 3A, Division 5 of the *Aboriginal and Torres Strait Islander Act 2005*, within 2 months after the Federal Court makes a final decision on the petition disputing the result, or the petition is withdrawn; or
  - (ii) in any other case, within 2 months after a court of disputed returns decides the petition disputing the result, or the petition is withdrawn or lapses.

98.2 The period between the resignation of the employee to contest an election and the re-engagement of the employee does not break the employee's continuity of service but that period does not count as service for any purpose.

## **PART O. TERMINATION OF EMPLOYMENT**

### **99 Resignation**

- 99.1 An employee is required to give reasonable notice of resignation. Reasonable notice for employees below EL 1 is two weeks. Employees at or above this level are required to give 4 weeks of notice. These periods may be shortened or waived by the Chief Executive Officer. The Chief Executive Officer may pay an employee in lieu of all or part of the notice provided by the employee.

### **100 Cessation of employment**

#### **Notice of termination**

- 100.1 The Chief Executive Officer must provide an employee with no less than the notice periods provided for by this Agreement or the Fair Work Act, whichever is the greater. This clause does not apply to non-ongoing employees who are engaged on an irregular or intermittent basis and who are paid a loading in accordance with clause 13.1.
- 100.2 The Chief Executive Officer may pay an employee in lieu of all or part of the notice on termination of employment.
- 100.3 The TSRA may recover all or part of any debt owed to it by an employee at termination of his or her employment out of monies otherwise payable to the employee and then pay the employee the balance remaining after recovery of the debt.

#### **Payment on death**

- 100.4 Where an employee dies, or the Chief Executive Officer has determined that an employee is presumed to have died on a particular date, the Chief Executive Officer will authorise the payment of the amount to which the former employee would have been entitled had the employee ceased employment on resignation or retirement. Long Service Leave credits will be paid out in accordance with the *Long Service Leave Act (Commonwealth Employees) 1976*.
- 100.5 Payment of an amount authorised by the Chief Executive Officer under clause 100.4 shall be made to the executor of the former employee's estate, the administrator of the former employee's estate, the public trustee or such other person as the law requires in the jurisdiction pertaining to the former employee.



## Appendix 1

### Pay rates

Classification Description		Pay point	Pre Commencement Date	From Commencement Date	12 months after Commencement Date	18 months after Commencement Date
<b>Junior rates</b>		Under 18	\$25,400.40	\$ 26,162.41	\$ 26,685.66	\$ 26,952.52
		18 years old	\$29,633.80	\$ 30,522.81	\$ 31,133.27	\$ 31,444.60
		19 years old	\$34,290.54	\$ 35,319.26	\$ 36,025.64	\$ 36,385.90
		20 years old	\$38,523.94	\$ 39,679.66	\$ 40,473.25	\$ 40,877.98
<b>APS Level 1/2 broadband</b>	APS1	1	\$42,334	\$ 43,604.02	\$ 44,476.10	\$ 44,920.86
		2	\$44,650	\$ 45,989.50	\$ 46,909.29	\$ 47,378.38
		3	\$46,790	\$ 48,193.70	\$ 49,157.57	\$ 49,649.15
	APS2	4	\$47,914	\$ 49,351.42	\$ 50,338.45	\$ 50,841.83
		5	\$49,228	\$ 50,704.84	\$ 51,718.94	\$ 52,236.13
		6	\$50,523	\$ 52,038.69	\$ 53,079.46	\$ 53,610.26
		7	\$51,834	\$ 53,389.02	\$ 54,456.80	\$ 55,001.37
		8	\$53,129	\$ 54,722.87	\$ 55,817.33	\$ 56,375.50
<b>APS Level 3</b>		1	\$54,569	\$ 56,206.07	\$ 57,330.19	\$ 57,903.49
		2	\$55,988	\$ 57,667.64	\$ 58,820.99	\$ 59,409.20
		3	\$57,408	\$ 59,130.24	\$ 60,312.84	\$ 60,915.97
		4	\$58,898	\$ 60,664.94	\$ 61,878.24	\$ 62,497.02
<b>APS Level 4</b>		1	\$60,819	\$ 62,643.57	\$ 63,896.44	\$ 64,535.41
		2	\$62,754	\$ 64,636.62	\$ 65,929.35	\$ 66,588.65
		3	\$64,388	\$ 66,319.64	\$ 67,646.03	\$ 68,322.49
		4	\$66,036	\$ 68,017.08	\$ 69,377.42	\$ 70,071.20

<b>Classification Description</b>	<b>Pay point</b>	<b>Pre Commencement Date</b>	<b>From Commencement Date</b>	<b>12 months after Commencement Date</b>	<b>18 months after Commencement Date</b>
<b>APS Level 5</b>	1	\$67,836	\$ 69,871.08	\$ 71,268.50	\$ 71,981.19
	2	\$69,963	\$ 72,061.89	\$ 73,503.13	\$ 74,238.16
	3	\$71,933	\$ 74,090.99	\$ 75,572.81	\$ 76,328.54
<b>APS Level 6</b>	1	\$73,267	\$ 75,465.01	\$ 76,974.31	\$ 77,744.05
	2	\$75,088	\$ 77,340.64	\$ 78,887.45	\$ 79,676.33
	3	\$77,145	\$ 79,459.35	\$ 81,048.54	\$ 81,859.02
	4	\$81,025	\$ 83,455.75	\$ 85,124.87	\$ 85,976.11
	5	\$84,161	\$ 86,685.83	\$ 88,419.55	\$ 89,303.74
<b>Executive Level 1</b>	1	\$93,925	\$ 96,742.75	\$ 98,677.61	\$ 99,664.38
	2	\$101,422	\$ 104,464.66	\$ 106,553.95	\$ 107,619.49
	3	\$114,282	\$ 117,710.46	\$ 120,064.67	\$ 121,265.32
<b>Executive Level 2</b>	1	\$114,282	\$ 117,710.46	\$ 120,064.67	\$ 121,265.32
	2	\$122,819	\$ 126,503.57	\$ 129,033.64	\$ 130,323.98
	3	\$126,921	\$ 130,728.63	\$ 133,343.20	\$ 134,676.63
	4	\$130,164	\$ 134,068.92	\$ 136,750.30	\$ 138,117.80

## Appendix 2

### Supported Wage System

#### 1 General

- 1.1 This Appendix defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this Appendix, the following definitions will apply:
- 1.2 "*Supported Wage System*" means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability;
- 1.3 "*Accredited 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;
- 1.4 "*Disability Support Pension*" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme;
- 1.5 "*Assessment instrument*" means the form 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.

#### 2 Eligibility criteria

- 2.1 Employees covered by this Appendix will be those who are unable to perform the range of duties to the competence level required within the class of work 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.
- 2.2 Clause 2 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 current employment.
- 2.3 The provisions of this Appendix do not apply to employers in respect of their facility, program, undertaking service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of, or are eligible for, a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the Act, or if a part only has received recognition, that part.

### **3 Supported wage rates**

3.1 Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule, provided that the minimum amount payable shall be not less than \$82 per week or any higher amount determined by Fair Work Commission or its successor:

Assessed capacity	% of prescribed Agreement rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

3.2 Where a person's assessed capacity is 10%, he or she shall receive a high degree of assistance and support.

### **4 Assessment of capacity**

4.1 For the purpose of establishing the percentage of the Agreement rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- (e) the Authority and a representative of the employee, which may be a union, in consultation with the employee; or
- (f) if requested by the Authority, the employee and an accredited Assessor from a panel determined by the Authority in consultation with the employee and his or her representative, which may be a union.

### **5 Lodgement of assessment instrument**

5.1 All assessment instruments under the conditions of this Appendix, including the appropriate percentage of the Agreement wage to be paid to the employee, shall be lodged by the Authority with the Registrar of the Fair Work Commission.

5.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the employee requests, the instrument shall

be provided to a representative of the employee, which may be a union, and will take effect unless an objection is notified to the Registrar within 10 working days.

## **6 Review of assessment**

- 6.1 The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

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

- 7.1 Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of this Appendix 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.

## **8 Workplace adjustment**

- 8.1 Where the Authority employs a person under the provisions of this Appendix it shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other employees in the area.

## **9 Trial period**

- 9.1 In order for an adequate assessment of the employee's capacity to be made, the Authority may employ a person under the provisions of this Appendix for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- 9.2 During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 9.3 The amount payable to the employee during the trial period shall be \$82 per week or any higher amount determined by Fair Work Commission or its successor. The Chief Executive Officer may increase this minimum in accordance with variations in the Department of Social Services income test free area for earnings.
- 9.4 Work trials should include induction or training as appropriate to the job being trialled.
- 9.5 Where the TSRA and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under clause 4.1.

## Appendix 4

### Definitions

Term	Definition
APS	Australian Public Service
Authority	The Torres Strait Regional Authority
Award	The Australian Public Service Enterprise Award 2015
Chief Executive Officer	The Chief Executive Officer of the TSRA or where that position no longer exists, another person or position nominated by the employer.
child	Includes the natural child, adopted child, foster child, step child or grandchild where the employee has primary caring responsibilities.
Commencement Date	The date that is seven days after this Agreement is approved by Fair Work Commission.
CPI	Means the national Consumer Price Index produced by the Australian Bureau of Statistic.
dependant	Means <ul style="list-style-type: none"> <li>(a) a child of the employee between 2 and 18 years of age who resides with the employee or who normally resides with the employee but is attending boarding school at another locality;</li> <li>(b) a child of the employee over 18 years of age who either resides with the employee or who normally resides with the employee but is attending school at another locality and earned less in the previous 12 months than the salary for a 17 year old APS1 under this Agreement; and</li> <li>(c) a spouse or partner of the employee who resides with the employee and earned less in the previous 12 months than the salary for a 17 year old APS1 under this Agreement.</li> </ul>
Disability Support Pension	The Commonwealth pension scheme to provide income security for persons with a disability as provided under the <i>Social Security Act 1991</i> , as amended from time to time, or any successor to that scheme
employee	Means a person employed and paid by the TSRA under and within the meaning of the <i>Public Service Act 1999</i>

	and who is within the coverage of this Agreement.
Fair Work Act	<i>Fair Work Act 2009</i> and its successors.
family	Means a person who is related by blood, marriage or by kinship, including:  <p style="text-align: center;">(a) spouse, former spouse, defacto partner, former defacto partner, child, adopted child, foster child, parent, grandparent, grandchild or sibling of the employee; or</p> a child, adopted child, foster child, parent, grandparent, grandchild or sibling of a spouse or de factor partner of the employee.
family accommodation	Accommodation which includes at least 3 bedrooms.
FWC	Fair Work Commission
irregular or intermittent employee	A person engaged for duties that are irregular or intermittent under Section 22 (2) (c) of the Public Service Act.
Long Service Leave Act	The <i>Long Service Leave (Commonwealth Employees) Act 1976</i>
Maternity Leave Act	The <i>Maternity Leave (Commonwealth Employees) Act 1973</i>
National Employment Standards	The National Employment Standards included in the Fair Work Act.
non-ongoing employee	A person engaged for a specified term of for the duration of a specified task under Section 22 (2) (b) of the Public Service Act.
ongoing employee	A person engaged as an ongoing APS employee under Section 22 (2) (a) of the Public Service Act.
Public Service Act	The <i>Public Service Act, 1999</i> and its successors.
Region	For purposes of this document means the Torres Strait. An exception to this is Section 69 where the word <i>region</i> is a reference to any region within the relevant State or Territory.
supervisor	An employee who is authorised by the Chief Executive Officer to provide other employees with directions relating to their work and work practices.
trainee	Trainee APS (Administrative) as defined in the <i>Public Service Classification Rules 2000</i>

TSRA	Torres Strait Regional Authority
Work Level Standards	The work complexity and responsibility levels which are used to determine the classification of a job
working days	Days on which TSRA employees are required to work other than public holidays
Fair Work Act	The <i>Fair Work Act 2009</i> and its successors.




SIGNATURE PAGE

Torres Strait Regional Authority

Signed for the Torres Strait Regional Authority by WAYNE SESE KETE  
(full name of signatory)

Address of signatory 1st Floor, Torres Strait Haus, 46 Victoria Parade  
THURSDAY ISLAND QLD 4875

Position in the TSRA Chief Executive Officer

Signature: 

Date: 10 / 5 / 20 17

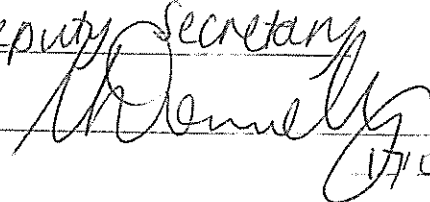
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Employee Bargaining Representatives

Community and Public Sector Union (CPSU)

Signed for the CPSU by Melissa Donnelly  
(full name of signatory)

Position in the CPSU Deputy Secretary

Signature: 

Date: 17 / 05 / 20 17


ADDRESS OF CPSU SIGNATORY L5 191-199 THOMAS STREET  
HAYMARKET, NSW, 2000

# Torres Strait Regional Authority Enterprise Agreement (TSRA) 2017 - Undertakings

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The Torres Strait Regional Authority makes the following undertakings in relation to the *Torres Strait Regional Authority Enterprise Agreement (TSRA) 2017*.

1. The Compassionate Leave entitlements in Section 56 of the Agreement will apply per occasion.
2. Notwithstanding the provisions of clause 60.13 of the Agreement, an employee may take up to 8 weeks of Parental Leave at the same time as the employee's partner is taking Parental Leave at any time during the 52 weeks of Parental Leave provided for under the National Employment Standards subject to the concurrent period of leave not commencing before the date of birth of the child, for birth related leave, or the day of placement of the child, for adoption or foster related leave.



Wayne See Kee  
Chief Executive Officer

25 May 2017