



# DECISION

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

**Torres Strait Regional Authority**  
(AG2024/987)

## **TORRES STRAIT REGIONAL AUTHORITY ENTERPRISE AGREEMENT 2024-2027**

Commonwealth employment

COMMISSIONER LEE

MELBOURNE, 16 APRIL 2024

*Application for approval of the Torres Strait Regional Authority Enterprise Agreement 2024-2027*

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

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

[3] The Community and Public Sector Union (CPSU) being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 23 April 2024. The nominal expiry date of the Agreement is 28 February 2027.



COMMISSIONER

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# **Torres Strait Regional Authority Enterprise Agreement 2024-2027**

# Table of Contents

<b>Torres Strait Regional Authority Enterprise Agreement 2024-2027 .....</b>	<b>1</b>
<b>Section 1: Technical matters.....</b>	<b>7</b>
Title .....	7
Parties to the agreement .....	7
Operation of the agreement.....	7
Delegations .....	7
National Employment Standards (NES) precedence .....	7
Closed comprehensive agreement .....	8
Individual flexibility arrangements .....	8
Definitions.....	9
Usual location of work .....	11
<b>Section 2: Remuneration.....</b>	<b>13</b>
Salary.....	13
Payment of salary .....	13
Salary setting.....	13
Incremental advancement.....	14
Superannuation .....	14
Method for calculating superannuation salary.....	15
Payment during unpaid parental leave.....	15
Overpayments.....	15
Supported wage system.....	16
<b>Section 3: Allowances and reimbursements.....</b>	<b>17</b>
Higher duties allowance.....	17
Allowances .....	17
Camping Allowance.....	17
Part Day Travel Allowance .....	17
Review Travel Allowance .....	18
Overseas Conditions .....	18
District Allowance .....	18
Retention Allowance.....	19
Housing Subsidy .....	19
Leave fares .....	20
Motor Vehicle Allowance.....	20

Workplace responsibility allowances.....	21
Community language allowance.....	22
<b>Section 4: Classifications and broadbands.....</b>	<b>24</b>
Work Level Standards.....	24
<b>Section 5: Working hours and arrangements.....</b>	<b>25</b>
Employment types.....	25
Job security.....	25
Commitment to ongoing employment and rebuilding APS capacity.....	25
Reporting.....	25
Pathways to permanency.....	25
Part time employment.....	25
Casual (irregular or intermittent) employment.....	26
Non-ongoing employment.....	26
Working hours.....	26
Flex for APS 1-6 classifications.....	27
Executive Level Time Off in Lieu (EL TOIL).....	29
Overtime and restriction.....	29
Work outside the bandwidth and on public holidays.....	30
Flexible working arrangements.....	31
Requesting formal flexible working arrangements.....	31
Varying, pausing or terminating flexible working arrangements.....	33
Working from home.....	34
Ad-hoc arrangements.....	34
Altering span of hours.....	35
Christmas closedown.....	35
Public holidays.....	35
<b>Section 6: Leave.....</b>	<b>38</b>
General provisions.....	38
Annual Leave.....	38
Cashing out of Annual leave.....	39
Purchased leave.....	40
Personal/carer's leave.....	40
Portability of leave.....	42
Re-crediting of leave.....	43

Long service leave .....	44
Cultural, ceremonial and NAIDOC leave .....	44
NAIDOC leave .....	44
First Nations ceremonial leave.....	44
Cultural leave .....	45
Parental leave .....	45
Payment during parental leave.....	45
Adoption and long-term foster care .....	47
Stillbirth.....	47
Pregnancy loss leave .....	47
Premature birth leave.....	47
Transitional provisions .....	47
Conditions specific to the Torres Strait Regional Authority.....	48
Purchased Maternity, Adoption and Fostering or Parental Leave .....	48
Return to work after Parental Leave.....	48
Compassionate leave .....	48
Bereavement leave .....	49
Emergency response leave .....	49
Jury duty.....	50
Defence reservist leave.....	50
Defence service sick leave (War service sick leave).....	51
Leave to attend proceedings .....	51
Miscellaneous/other leave .....	52
<b>Section 7: Employee support and workplace culture .....</b>	<b>53</b>
Blood donation.....	53
Vaccinations .....	53
Employee Assistance Program .....	53
Right of return for election candidates.....	53
Healthy Lifestyle Payment .....	54
Respect at work .....	54
Principles.....	54
Consultation .....	55
Family and domestic violence support .....	55

Integrity in the APS .....	56
First Nations cultural competency training.....	57
Lactation and breastfeeding support.....	57
Disaster support.....	58
Loss, damage and indemnity .....	58
Eyesight testing and reimbursement of related equipment .....	58
<b>Section 8: Performance and development .....</b>	<b>59</b>
Performance management.....	59
End of cycle review .....	59
Managing underperformance.....	59
Workloads.....	60
Learning and development.....	61
Study assistance.....	62
Paid Study Leave.....	62
Financial Assistance .....	63
Leave for full time study .....	63
<b>Section 9: Travel and location-based conditions.....</b>	<b>64</b>
Travel .....	64
Relocation assistance.....	64
Conditions specific to the employees residing in the region.....	65
Costs Associated with Moving to the Region.....	66
Costs Associated with Moving from the Region .....	66
Travel to Obtain Necessary Emergency or Specialist, Medical or Dental Treatment.....	66
Emergency or Compassionate Travel .....	67
Remote localities.....	68
Additional Family Care Costs .....	68
<b>Section 10: Consultation, representation and dispute resolution.....</b>	<b>69</b>
Consultation.....	69
Principles.....	69
When consultation is required .....	69
Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees.....	70
Representation.....	70
Major change .....	70

Change to regular roster or ordinary hours of work.....	72
Interaction with emergency management activities.....	72
Agency consultative committee .....	73
APS consultative committee .....	73
Dispute resolution.....	73
Leave of absence to attend proceedings.....	74
Delegates' rights .....	75
Supporting the role of union delegates .....	75
<b>Section 11: Separation and retention.....</b>	<b>77</b>
Resignation .....	77
Payment on death of an employee.....	77
Redeployment, retraining, redundancy.....	77
General.....	77
Definition of excess employee.....	77
Consultation.....	78
Voluntary retrenchment .....	78
Severance benefits.....	79
Retention periods .....	80
Redeployment.....	81
<b>Attachment A – Base salaries .....</b>	<b>83</b>
<b>Attachment B – Supported Wage System.....</b>	<b>85</b>
Definitions .....	85
Eligibility criteria.....	85
Supported wage rates .....	85
Assessment of capacity.....	86
Lodgement of SWS wage assessment agreement.....	86
Review of assessment.....	87
Other terms and conditions of employment .....	87
Workplace adjustment.....	87
Trial period.....	87
<b>SIGNATORY PAGE .....</b>	<b>88</b>

# Section 1: Technical matters

## Title

1. This agreement will be known as the *Torres Strait Regional Authority Enterprise Agreement 2024-2027*.

## Parties to the agreement

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

## Operation of the agreement

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

## Delegations

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

## National Employment Standards (NES) precedence

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

## **Closed comprehensive agreement**

7. This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.
8. This agreement will be supported by policies and guidelines, as implemented and varied from time to time.
9. Policies and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this agreement, the terms of this agreement will prevail.

## **Individual flexibility arrangements**

10. The Torres Strait Regional Authority and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - 10.1 the agreement deals with one or more of the following matters:
    - 10.1.1 arrangements about when work is performed;
    - 10.1.2 overtime rates;
    - 10.1.3 penalty rates;
    - 10.1.4 allowances;
    - 10.1.5 remuneration; and
    - 10.1.6 leave and leave loading; and
  - 10.2 the arrangement meets the genuine needs of the Torres Strait Regional Authority and employee in relation to one or more of the matters mentioned in clause 10.1; and
  - 10.3 the arrangement is genuinely agreed to by the Torres Strait Regional Authority and employee.
11. The Torres Strait Regional Authority must ensure that the terms of the individual flexibility arrangement:
  - 11.1 are about permitted matters under section 172 of the FW Act;
  - 11.2 are not unlawful terms under section 194 of the FW Act; and
  - 11.3 result in the employee being better off overall than the employee would be if no arrangement was made.
12. The Torres Strait Regional Authority must ensure that the individual flexibility arrangement:
  - 12.1 is in writing;
  - 12.2 includes the name of the Torres Strait Regional Authority and employee;

- 12.3 is signed by the Torres Strait Regional Authority and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- 12.4 includes details of:
  - 12.4.1 the terms of the enterprise agreement that will be varied by the arrangement;
  - 12.4.2 how the arrangement will vary the effect of the terms;
  - 12.4.3 how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- 12.5 states the day on which the arrangement commences.
- 13. The Torres Strait Regional Authority must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 14. The Torres Strait Regional Authority or employee may terminate the individual flexibility arrangement:
  - 14.1 by giving no more than 28 days written notice to the other party to the arrangement; or
  - 14.2 if the Torres Strait Regional Authority and employee agree in writing – at any time.
- 15. The Torres Strait Regional Authority and employee are to review the individual flexibility arrangement at least every 12 months.

## Definitions

- 16. The following definitions apply to this agreement:

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

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

**Agency Head** means the Chief Executive Officer of Torres Strait Regional Authority or the Chief Executive Officer's delegate.

**Agreement** means the *Torres Strait Regional Authority Enterprise Agreement 2024-2027*.

**APS** means the Australian Public Service.

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

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

**Broadband** refers to the allocation of more than one approved classification by the Chief Executive Officer to a group of duties involving work value applying to more than one

classification under sub-rule 9(4) of the *Public Service Classification Rules 2000*. A broadband encompasses the full range of work value of the classifications contained within it.

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

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

**Chief Executive Officer** means the Agency Head of Torres Strait Regional Authority or the Chief Executive Officer's delegate.

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

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

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

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

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

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

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

**Family** means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Relevant employee** means an affected employee.

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

## **Usual location of work**

17. The usual location of work for employees of the Torres Strait Regional Authority is the head office located on Thursday Island, Queensland or the office located in Cairns, Queensland.
18. The Torres Strait Regional Authority may locate employees in localities other than Thursday Island or Cairns, subject to consultation with the affected employee. The Torres Strait

Regional Authority 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.

19. The Torres Strait Regional Authority and employee may agree to vary the employee's designated office location on a temporary or permanent basis.
20. 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;
  - b) Housing Subsidy;
  - c) Remote Locality Leave;
  - d) Leave Fares;
  - e) Travel to obtain necessary emergency or specialist medical, or dental treatment;
  - f) Emergency or compassionate travel.
21. Where an employee's permanent work locality is other than Thursday Island or Cairns, 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 their employment with the Torres Strait Regional Authority and any conditions that may be attached to such assistance.

## Section 2: Remuneration

### Salary

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

### Payment of salary

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

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

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

### Salary setting

26. Where an employee is engaged, moves to or is promoted in the Torres Strait Regional Authority, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Chief Executive Officer determines a higher salary within the relevant salary range under these provisions.
27. The Chief Executive Officer may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
28. In determining a salary under these provisions, the Chief Executive Officer will have regard to relevant factors including the employee's experience, qualifications and skills.
29. Where an employee commences ongoing employment in the Torres Strait Regional Authority immediately following a period of non-ongoing employment in the Torres Strait Regional Authority, the Chief Executive Officer will determine the employee's salary within the relevant

salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the Torres Strait Regional Authority.

30. Where an employee commences ongoing employment in the agency immediately following a period of casual employment in the Torres Strait Regional Authority, the Chief Executive Officer will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the Torres Strait Regional Authority.
31. Where an APS employee moves to the Torres Strait Regional Authority at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the Chief Executive Officer will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
32. Where the Chief Executive Officer determines that an employee's salary has been incorrectly set, the Chief Executive Officer may determine the correct salary and the date of effect.

### **Incremental advancement**

33. An employee will advance by one pay point each performance cycle where:
  - a) The employee is not already on the top pay point in the level;
  - b) The employee has been at the current and / or acting pay point for at least six months aggregate service within the performance cycle;
  - 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* in the performance cycle 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.
34. The date of effect for any pay point advancement under clause 33 will be 1 July in that year.
35. Eligibility for incremental advancement will include:
  - a) period of paid leave and unpaid parental leave;
  - b) period of unpaid leave that count as service;
  - c) service while employed on a non-ongoing basis;
  - d) employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications; and
  - e) Casual employees will not usually be eligible for incremental advancement.

### **Superannuation**

36. The Torres Strait Regional Authority will make compulsory employer contributions as required by the applicable legislation and fund requirements.

37. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
38. The Torres Strait Regional Authority will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the Torres Strait Regional Authority's payroll system.

*Method for calculating superannuation salary*

39. The Torres Strait Regional Authority will provide an employer contribution of 15.4 per cent of the employee's Fortnightly Contribution Salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation superannuation funds.
40. Employer contributions will be made for all employees covered by this agreement.
41. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

*Payment during unpaid parental leave*

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

## **Overpayments**

43. An overpayment occurs if the Chief Executive Officer (or the Torres Strait Regional Authority) provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
44. Where the Chief Executive Officer considers that an overpayment has occurred, the Chief Executive Officer will provide the employee with notice in writing. The notice will provide details of the overpayment.
45. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the Chief Executive Officer in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
46. If after considering the employee's response (if any), the Agency Head confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the Torres Strait Regional Authority in full by the employee.
47. The Chief Executive Officer and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.

48. The Torres Strait Regional Authority and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
49. Interest will not be charged on overpayments.
50. Nothing in clauses 43 to 49 prevents:
  - 50.1 the Torres Strait Regional Authority from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
  - 50.2 the Torres Strait Regional Authority from pursuing recovery of the debt through other available legal avenues; or
  - 50.3 the employee or the Torres Strait Regional Authority from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

### **Supported wage system**

51. An employee can get paid a percentage of the relevant pay rate for their classification in line with their assessed capacity to do the work if they:
  - 51.1 have a disability;
  - 51.2 meet the criteria for a Disability Support Pension; and
  - 51.3 are unable to perform duties to the capacity required.
52. Specific conditions relating to the supported wage system are detailed in **Attachment B – Supported Wage System**.

## **Section 3: Allowances and reimbursements**

### **Higher duties allowance**

53. Where a role needs to be filled for at least 5 working days, or for 2 working weeks (whichever is more beneficial), higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
54. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the Chief Executive Officer.
55. Where an employee is found to be eligible for salary progression at their acting classification level they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
56. Where an employee is assigned only part of the higher duties, the Chief Executive Officer will determine the amount of allowance payable.
57. Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job-sharing arrangement where the duration of the arrangement is at least at least 5 working days or for 2 working weeks (whichever is more beneficial).
58. The Chief Executive Officer may shorten the qualifying period for higher duties allowance on a case-by-case basis.

### **Allowances**

#### **Camping Allowance**

59. Camping Allowance applies where an employee is required by the Chief Executive Officer to be away from home overnight and camp.
60. 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.
61. The amount of Camping Allowance will be reduced by the relevant meals component where a meal is prepared and paid for by the Torres Strait Regional Authority.

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

62. Where an employee is required by the Torres Strait Regional Authority to travel away from the employee's usual work location without a requirement to stay overnight and the employee is travelling for more than 10 hours as a direct result of the work requirement, the employee will be paid a part day travel allowance of \$60.46.

## Review Travel Allowance

63. 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.
64. For the purposes of determining when the first 21 calendar days have elapsed under clause 63, short returns home or trips to other locations will not break the continuity of the elapsed period.

## Overseas Conditions

65. Employees will be reimbursed reasonable costs for accommodation, meals and incidentals while on approved travel outside of Australia.
66. 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.

## District Allowance

67. All employees other than employees to who clause 20 applies, Trainees and employees engaged on an irregular or intermittent basis will be paid a District Allowance, paid on a fortnightly basis.
68. The rates of District Allowance payable under this Agreement from the Commencement Date for employees located in the Torres Strait are:
- a) \$11,002.53 for employees with dependants; and
  - b) \$6,803.25 for employees without dependants.
69. The rate of District Allowance will be:

Allowance	Amount	4%	3.80%	3.40%
		Timing	14 March 2024	13 March 2025
District Allowance with dependants	\$11,002.53	\$11,443	\$11,877	\$12,281
District Allowance without dependants	\$6,803.25	\$7,075	\$7,344	\$7,594

70. 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.
71. District Allowance is not payable during any periods of unpaid leave.

## Retention Allowance

72. Retention Allowance consists of:
- a) a payment after 2 years of service with the Torres Strait Regional Authority; and
  - b) a further payment after each subsequent completed year of service with the Torres Strait Regional Authority.
73. Periods of unauthorised absence or unpaid leave not to count as service will not be included in an employee's period of service.
74. 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

75. Where an employee was being paid Retention Allowance on a date other than their anniversary, future payments of Retention Allowance will be determined on the length of service since the employee was last paid the allowance.
76. 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.
77. 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 Torres Strait Regional Authority. Pro rata payment of Retention Allowance will not be payable on termination in any other circumstances.

## Housing Subsidy

78. An employee, other than an employee to whom clause 20 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.

79. 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.
80. An employee who ceases work with the Torres Strait Regional Authority will be paid a pro rata amount of Housing Subsidy from the previous 1 November until the employees cessation date.
81. The amount of the Housing Subsidy will be \$1,457.50 from the Commencement Date and will increase on 13 March 2025 and 12 March 2026 in line with the All Groups Consumer Price Index figure from the December quarter of the previous year.

## **Leave fares**

82. Leave fare entitlements are available to ongoing employees and non-ongoing employees with more than 12 months service with the Torres Strait Regional Authority.
83. 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 their 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.
84. 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 Torres Strait Regional Authority from the employee's locality to Cairns and/or Brisbane in place of one or both of the payments specified in clause 83.
85. 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.
86. 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.

## **Motor Vehicle Allowance**

87. A Motor Vehicle Allowance is payable where an employee is required by the Chief Executive Officer to use a private vehicle for work related purposes.
88. The rates for motor vehicle allowance will be the rates specified by the Australian Taxation Office using the "cents per kilometre" method.

## Meal Allowance

89. An employee is entitled to payment of a meal allowance where:
- 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 the employee is working overtime for the duration of a meal allowance period.
90. 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.
91. Meal allowance is not payable if the employee is receiving travel allowance for an overnight stay.
92. The meal allowance rate will be at the rate set by the Australian Taxation Office as the reasonable rate for overtime meal allowance.

## Workplace responsibility allowances

93. A workplace responsibility allowance will be paid where an agency has appointed or elected an employee to one of the following roles:
- a) First Aid Officer;
  - b) Health and Safety Representative;
  - c) Emergency Warden;
  - d) Harassment Contact Officer; and
  - e) Mental Health First Aid Officer.
94. An employee is not to receive more than one workplace responsibility allowance unless approved by the Agency Head due to operational requirements.
95. The rate will be:

Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$30.51 per fortnight	\$31.67 per fortnight	\$32.75 per fortnight

96. As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the minimum rates in the table above.
97. The full allowance is payable regardless of flexible work and part-time arrangements.
98. An employee's physical availability to undertake the role will be considered by agencies when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental First Aid Officers and Health and Safety Representatives depending on work group arrangements.
99. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), as varied from time to time provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

### Community language allowance

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

**Table 1: Community language allowance rates**

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

102. The allowance is calculated annually and paid fortnightly.
103. The full allowance is payable regardless of flexible work and part-time arrangements.

104. The allowance is payable during periods of paid leave.

105. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

#### Travel Allowance

106. The Torres Strait Regional Authority provides travel allowance to support employees, subject to certain eligibility requirements. To find out more information on the eligibility requirements that are applicable, refer to Section 9 of the agreement – **Travel and location-based conditions**.

## **Section 4: Classifications and broadbands**

### **Work Level Standards**

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

## **Section 5: Working hours and arrangements**

### **Employment types**

108. The Torres Strait Regional Authority may engage an ongoing employee, non-ongoing employee, casual employee, full-time employee or part-time employee as defined in the definitions section.

### **Job security**

#### *Commitment to ongoing employment and rebuilding APS capacity*

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

#### *Reporting*

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

#### *Pathways to permanency*

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

### **Part time employment**

112. A part time employee is one whose ordinary hours of work are less than 37 hours and 30 minutes per week.
113. Unless otherwise specified in this Agreement, remuneration and other conditions for part time employees, including leave, will be calculated on a pro rata basis.
114. Expense related allowances and reimbursements will be paid at the same rate for part time and full-time employees.
115. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
116. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.

## **Casual (irregular or intermittent) employment**

117. A casual (irregular or intermittent) employee is defined in the definitions section.
118. A decision to expand the use of casual employees is subject to clause 456 – clause 477 of this agreement.
119. The Torres Strait Regional Authority will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
120. Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
121. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.
122. A casual employee will be engaged for a minimum of 3 hours per engagement or will be paid for a minimum of 3 hours at the appropriate casual rate.
123. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

## **Non-ongoing employment**

124. A non-ongoing employee is defined in the definitions section.
125. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
  - 125.1 personal/carer's leave accrual at clause 240; and
  - 125.2 redundancy provisions at clause 519, subject to clause 126.
126. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clause 519 will apply.
127. If the redundancy provisions apply to an employee under clause 126, the Torres Strait Regional Authority must adhere to the consultation requirements at clause 456 – clause 477 (General consultation provisions) and clause 508 – clause 512 (Consultation for potentially excess employees).

## **Working hours**

128. 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.

129. The ordinary hours of work for a part time employee are as specified in the employee's Part Time Work Agreement.
130. Employees engaged on an irregular or intermittent basis do not have set ordinary hours of work.

### **Flex for APS 1-6 classifications**

131. 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.
132. The bandwidth within which ordinary hours can be worked is 7.00 am to 7.00 pm, Monday to Friday.
133. 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.
134. 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.
135. The settlement period is a four-week period.
136. 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 agreed flexible working arrangements, 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 them exceeding the maximum flex debit at the end of the settlement period.
137. Travel time where the travel is required by the Torres Strait Regional Authority 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 their home more than 15 minutes after the time the employee would normally arrive home.

138. 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.
139. Overtime is not payable for any travel time.
140. Where an employee is required to attend a function as a part of their 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.
141. 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.
142. The maximum flex leave that can be taken in a settlement period is 5 days.
143. It is the responsibility of employees, supervisors and managers to take positive steps to allow flex days to be taken.
144. The maximum flex credit is 37.5 hours for full time employees and a pro rata amount for part time employees.
145. Where an employee is above the maximum flex credit at the end of the Settlement Period:
- a) The Torres Strait Regional Authority 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.
146. Clause 145 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.
147. 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 Torres Strait Regional Authority as described in clause 146.
148. 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.

149. Where an employee is found to have breached their 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.

### **Executive Level Time Off in Lieu (EL TOIL)**

150. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
151. EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the Torres Strait Regional Authority.
152. A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.
153. The working arrangements for an EL employee should be agreed through discussion between the manager and the EL employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.
154. An EL employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL employee and their manager.
155. The pattern of hours is to be flexible enough to accommodate short-term peaks and troughs in workload, and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
156. Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

### **Overtime and restriction**

157. Overtime may be available to employees at classification levels below EL1 where operationally required.
158. The Chief Executive Officer may agree to pay overtime to an employee at the EL1 or higher level in exceptional circumstances.
159. This Section does not apply to Emergency Duty.
160. 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.
161. The Chief Executive Officer may require an employee to work overtime, where it is reasonable.
162. Subject to clause 157, 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.

163. 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.

164. An employee and the employee's supervisor may agree to the employee to accrue flextime as an alternative to payment for overtime, flextime will be calculated at the applicable overtime rate. For the avoidance of doubt, an employee will not receive both flextime and payment for the same period of work.

#### ***Minimum overtime payment***

165. The minimum overtime payment for work that is not continuous with ordinary hours is four hours on any day with the exception of emergency duty.

166. For the purposes of clause 165, 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.

#### ***Rest relief after overtime***

167. Subject to clause 165 an employee is entitled to at least 8 hours break plus reasonable travel time between finishing overtime duty and next commencing duty.

168. 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.

#### ***Emergency duty***

169. 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 the usual location of work.

170. The minimum payment for emergency duty will be two hours.

171. Rest relief provisions apply to emergency duty of 3 hours or more.

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

172. This Section only applies to employees at the APS1 to APS6 level.

173. Where an employee is regularly required to work their 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.
174. For the purposes of clause 173, an employee is considered to be regularly required to work outside the bandwidth where they work according to a roster that normally includes rostered shifts with hours that are outside the bandwidth.
175. Where an employee is required to work their ordinary hours on a public holiday, they will be paid a penalty of 200 per cent for all hours worked with a minimum payment of 3 hours.
176. 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.

### **Flexible working arrangements**

177. The Torres Strait Regional Authority, employees and their union recognise:
- 177.1 the importance of an appropriate balance between employees’ personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
  - 177.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
  - 177.3 access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
  - 177.4 that flexibility applies to all roles in the Torres Strait Regional Authority, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
  - 177.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
178. The Torres Strait Regional Authority is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the Torres Strait Regional Authority at all levels. This may include developing and implementing strategies through an Torres Strait Regional Authority consultative committee.
179. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

#### *Requesting formal flexible working arrangements*

180. The following provisions do not diminish an employee’s entitlement under the NES.
181. An employee may make a request for a formal flexible working arrangement.
182. The request must:
- 182.1 be in writing;

- 182.2 set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
  - 182.3 set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
183. The Chief Executive Officer must provide a written response to a request within 21 days of receiving the request.
184. The response must:
- 184.1 state that the Chief Executive Officer approves the request and provide the relevant detail in clause 185; or
  - 184.2 if following discussion between the Torres Strait Regional Authority and the employee, the Torres Strait Regional Authority and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
  - 184.3 state that the Chief Executive Officer refuses the request and include the following matters:
    - 184.3.1 details of the reasons for the refusal; and
    - 184.3.2 set out the Torres Strait Regional Authority's particular business grounds for refusing the request, explain how those grounds apply to the request; and
    - 184.3.3 either:
      - 184.3.3.1 set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make; or
      - 184.3.3.2 state that there are no such changes; and
    - 184.3.4 state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.
185. Where the Chief Executive Officer approves the request this will form an arrangement between the Torres Strait Regional Authority and the employee. Each arrangement must be in writing and set out:
- 185.1 any security and work health and safety requirements;
  - 185.2 a review date (subject to clause 189); and
  - 185.3 the cost of establishment (if any).

186. The Chief Executive Officer may refuse to approve the request only if:
- 186.1 the Torres Strait Regional Authority has discussed the request with the employee; and
  - 186.2 the Torres Strait Regional Authority has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
  - 186.3 the Torres Strait Regional Authority and the employee have not reached such an agreement; and
  - 186.4 the Torres Strait Regional Authority has had regard to the consequences of the refusal for the employee; and
  - 186.5 the refusal is on reasonable business grounds.
187. Reasonable business grounds include, but are not limited to:
- 187.1 the new working arrangements requested would be too costly for the Torres Strait Regional Authority;
  - 187.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
  - 187.3 it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
  - 187.4 the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
  - 187.5 the new working arrangements requested would be likely to have a significant negative impact on customer service; and
  - 187.6 it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
188. For First Nations employees, the Torres Strait Regional Authority must consider connection to country and cultural obligations in responding to requests for altering the location of work.
189. Approved flexible working arrangements will be reviewed by the Torres Strait Regional Authority and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

*Varying, pausing or terminating flexible working arrangements*

190. An employee may request to vary an approved flexible working arrangement in accordance with clause 182. An employee may request to pause or terminate an approved flexible working arrangement.

191. The Chief Executive Officer may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 193 .
192. The Torres Strait Regional Authority must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
193. Prior to the Chief Executive Officer varying, pausing or terminating the arrangement under clause 191, the Torres Strait Regional Authority must have:
  - 193.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
  - 193.2 genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
  - 193.3 had regard to the consequences of the variation, pause or termination for the employee;
  - 193.4 ensured the variation, pause or termination is on reasonable business grounds; and
  - 193.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 184.3.

#### *Working from home*

194. The Torres Strait Regional Authority will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
195. The Torres Strait Regional Authority may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
196. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
197. The Torres Strait Regional Authority will provide employees with guidance on working from home safely.
198. Employees will not be required by the Torres Strait Regional Authority to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the Torres Strait Regional Authority will consider the circumstances of the employees and options to achieve work outcomes safely.

#### *Ad-hoc arrangements*

199. Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.

200. Employees should, where practicable, make the request in writing and provide as much notice as possible.
201. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 180 to clause 189.
202. The Torres Strait Regional Authority should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.
203. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the Torres Strait Regional Authority should consider whether it is appropriate to seek to formalise the arrangement with the employee.

#### *Altering span of hours*

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

### **Christmas closedown**

205. The Torres Strait Regional Authority 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.
206. Where an employee is required to work during the Christmas Closedown, the employee 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.
207. 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.

### **Public holidays**

208. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:

- 208.1 1 January (New Year's Day);
  - 208.2 26 January (Australia Day);
  - 208.3 Good Friday and the following Monday;
  - 208.4 25 April (Anzac Day);
  - 208.5 the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
  - 208.6 25 December (Christmas Day);
  - 208.7 26 December (Boxing Day); and
  - 208.8 any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.
- 209. If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
  - 210. 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, having regard to operational requirements.
  - 211. The Chief Executive Officer and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
  - 212. Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
  - 213. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is at half pay.)
  - 214. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 208.1 to clause 208.8.
  - 215. An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.

216. Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the Chief Executive Officer may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

## Section 6: Leave

### General provisions

217. 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.
218. Where a request for leave is not approved, the Chief Executive Officer will advise the employee of the reason for the decision.
219. 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).

### Annual Leave

220. The provisions of this Section do not apply to employees who are casual employees.
221. The Chief Executive Officer may approve a period of Annual Leave where an employee has available credits, subject to operational requirements.
222. 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.
223. Full time employees are entitled to a total of 20 days (4 weeks) Annual Leave credits for each year of service which will accrue daily.
224. Annual Leave does not accrue during any period of unauthorised absence or leave which does not count as service.
225. 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*

226. Where the Chief Executive Officer cancels approved Annual Leave without reasonable notice, they 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 their 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 their normal residence at the time the employee is recalled from leave and will be returning to that locality to resume their 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 their own vehicle; and
- d) where the employee is at a locality other than their normal residence at the time the employee is recalled from leave and will not be returning to that locality to resume their holiday, additional transport costs incurred by the employee and their family members that result from returning early.

227. The employee will not be reimbursed expenses under clause 226 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*

228. 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*

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

## **Cashing out of Annual leave**

230. 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.

## **Purchased leave**

231. 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.
232. Where the Chief Executive Officer approves the application for Purchased Leave, the employee will have an amount deducted from their fortnightly salary over a 52 week period according to the following formula:

Gross fortnightly salary X number of weeks of Purchased Leave

52

233. Purchased Leave counts as service for all purposes.
234. Approval of Purchased Leave does not affect the employee's salary for superannuation purposes.
235. 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.
236. Where an employee leaves the Torres Strait Regional Authority employment after accessing the Purchased Leave and before all salary deductions have been made, the employee will be required to pay to the Torres Strait Regional Authority the outstanding amount. The Torres Strait Regional Authority may deduct all or part of this amount from the employee's final salary or termination payment.

## **Personal/carer's leave**

### *Entitlement to personal/carer's leave*

237. 18 days paid leave per annum (pro-rata for part-time employees).
238. Leave at half pay may be approved by the Chief Executive Officer. Where personal/carer's 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 personal/carer's leave will count as service.

### *Accrual of personal/carer's leave – on commencement*

239. Ongoing employees engaged by the Torres Strait Regional Authority will be allocated 18 days of full pay Personal Leave credits on commencement and will be credited with 18 days of full pay Personal Leave credits at the beginning of each subsequent 12 months.
240. For a non-ongoing employee, accrual of personal leave is:
- 240.1.1 during their first 12 months of employment, be credited:
    - 240.1.1.1 1 day of Personal Leave on commencement;
    - 240.1.1.2 1 day of Personal Leave at the beginning of each subsequent month up to and including the 10th month; and

240.1.2 at the end of the first 12 months of employment, will be credited with 8 days of Personal Leave credits.

240.1.3 All employees will be credited with 18 days of full pay Personal Leave credits at the beginning of each subsequent 12 months.

241. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.

*Personal/Carer's leave transition*

242. 18 days paid leave per annum (pro-rata for part-time employees). By 1 January 2026, the Torres Strait Regional Authority will transition to a new personal/carers leave accrual method.
243. From the commencement of the EA until the transition occurs, the personal and carers leave will accrue as per clauses 239 and 240.
244. Following the adopting of the new accrual method, personal/carers leave will accrue as per clauses 245 and 246.

*Accrual of personal/carers leave – post transition*

245. For an ongoing employee, 18 days personal/carers leave will be credited upon the employee's commencement with the APS. After 12 months, the employee's leave will accrue daily, credited at least monthly.
246. For a non-ongoing employee, the personal/carers leave will be credited upon the employee's commencement with the Torres Strait Regional Authority. This will be 18 days leave pro-rated based on the employee's initial contract period, and is capped at 18 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carers leave, leave will accrue daily, credited at least monthly.

*Transitional arrangements*

247. Where an employee:
- a) has, or cares for someone with, a chronic condition or other ongoing illness; or
  - b) is recovering from surgery; or
  - c) is pregnant; or
  - d) is returning from parental leave or has a child commencing day care;
- and, as a result of the transition to daily accrual of personal/carers leave, does not have sufficient credit to cover an absence for which they would otherwise be able to take personal/carers leave, the Chief Executive Officer will advance the employee's accrual up to the 12 month anniversary when their leave would otherwise be credited.

*Usage*

248. Personal/carers leave to be used:
- a) due to personal illness or injury;

- b) to attend appointments with a registered health practitioner;
- c) to manage a chronic condition; and/or
- d) to provide care or support for a family member (including a household member) or a person they have caring responsibilities for; because:
  - i. of a personal illness or injury affecting the person; or
  - ii. of an unexpected emergency affecting the other person.

#### *Carers*

249. A person that an employee has caring responsibilities for may include a person who needs care because they:
- a) have a medical condition, including when they are in hospital;
  - b) have a mental illness;
  - c) have a disability;
  - d) are frail or aged; and/or
  - e) are a child, not limited to a child of the employee.

#### *Evidence*

250. Evidence may be requested after:
- a) more than 3 consecutive days; and/or
  - b) more than 8 days without evidence in a calendar year.
251. Acceptable evidence includes:
- a) a certificate from a registered health practitioner;
  - b) a statutory declaration; and/or
  - c) another form of evidence approved by the Agency Head.
252. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.

### **Portability of leave**

253. Where an employee moves into the Torres Strait Regional Authority from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.
254. Where an employee is engaged in the Torres Strait Regional Authority immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.

255. Where an employee is engaged as an ongoing employee in the Torres Strait Regional Authority, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the Torres Strait Regional Authority or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
256. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the Torres Strait Regional Authority or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
257. Where an employee is engaged as an ongoing employee in the Torres Strait Regional Authority, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 2), the Chief Executive Officer will recognise any unused accrued personal/carer's leave at the employee's request. The Chief Executive Officer will advise the employee of their ability to make this request.
258. Where an employee is engaged as an ongoing employee in the Torres Strait Regional Authority, and immediately prior to the engagement the person was employed by a State or Territory Government, the Chief Executive Officer may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
259. For the purposes of clauses 253 to clause 258, an employee with a break in service of less than 2 months is considered to have continuity of service.

### **Re-crediting of leave**

260. When an employee is on:
  - 260.1 annual leave;
  - 260.2 purchased leave;
  - 260.3 defence reservist leave;
  - 260.4 First Nations ceremonial leave;
  - 260.5 NAIDOC leave;
  - 260.6 cultural leave; or
  - 260.7 long service leave; andbecomes eligible for, under legislation or this agreement:
  - 260.8 personal/carer's leave;
  - 260.9 compassionate or bereavement leave;
  - 260.10 jury duty;

260.11 emergency services leave;

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

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

the affected period of leave will be re-credited.

261. When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.

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

### **Long service leave**

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

264. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at clause 260 of this agreement.

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

#### *NAIDOC leave*

265. First Nations employees may access up to one day of paid leave per calendar year to participate in NAIDOC week activities.

266. NAIDOC leave can be taken in part days.

#### *First Nations ceremonial leave*

267. First Nations employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.

268. 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.

269. The Chief Executive Officer may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.

270. First Nations ceremonial Leave can be taken as part days.

271. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

### *Cultural leave*

- 272. The Chief Executive Officer may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
- 273. The Chief Executive Officer may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 274. Cultural leave can be taken as part days.
- 275. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 267 and clause 268.

### **Parental leave**

- 276. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
- 277. An employee who is a **primary caregiver** or **secondary caregiver** is entitled to parental leave up until 24 months from the date of the child's birth or placement (**parental leave period**). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.
- 278. For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements, and ceases 24 months from the date of birth. Medical certification requirements for the pregnant employee will be as required by the ML Act.
- 279. Conditions in this agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this agreement.

### *Payment during parental leave*

- 280. An employee is entitled to parental leave with pay as per clauses 282 and clause 283 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee's parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.
- 281. Employees newly engaged in the agency or who have moved to the Torres Strait Regional Authority from another APS agency are eligible for the paid parental leave in clauses 282 and clause 283 where such paid leave had not already been provided by another APS agency or Commonwealth employer in the 24 months since the child's date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 282 and clause 283, the balance is available to the employee.

282. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in **Table 1** below.

**Table 1: Primary caregivers - circumstances for paid parental leave**

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

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

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

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

284. **Flexibility:** Parental leave with pay, whether provided as maternity leave under the ML Act or under this agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part time work arrangement, and can be taken concurrently with another parent in relation to the same child.
285. **Rate of payment** during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.
286. **Half-pay option:** The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

#### *Adoption and long-term foster care*

287. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this agreement for adoption or long-term foster care, provided that the child:
- 287.1 is under 16 as at the day (or expected day) of placement;
  - 287.2 has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
  - 287.3 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
288. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

#### *Stillbirth*

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

#### *Pregnancy loss leave*

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

#### *Premature birth leave*

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

#### *Transitional provisions*

294. Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 293 until after the legislated paid maternity leave is used.

*Conditions specific to the Torres Strait Regional Authority*

295. An employee who will take leave under the ML Act will be granted to up to two days of paid leave during her pregnancy for the purpose of pre-natal checks.

*Purchased Maternity, Adoption and Fostering or Parental Leave*

296. 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 their fortnightly salary before commencing the Maternity, Adoption and Fostering or Parental Leave. 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.

297. The purchased Maternity, Adoption and Fostering or Parental Leave may be taken at half pay.

298. Approval of Purchased Maternity, Adoption and Fostering or Parental Leave does not affect the employee's salary for superannuation purposes.

299. 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.

*Return to work after Parental Leave*

300. 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.

**Compassionate leave**

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

301.1 a member of their family (including a member of their household) or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or

301.2 the employee or their partner has a miscarriage.

302. An employee may be asked to provide evidence to support their absences on compassionate leave.

303. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.

304. For casual employees, compassionate leave is unpaid.

## **Bereavement leave**

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

## **Emergency response leave**

309. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:
- 309.1 the time engaged in the activity;
  - 309.2 reasonable travelling time; and
  - 309.3 reasonable recovery time.
310. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The Chief Executive Officer may provide additional emergency response leave with pay.
- 310.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
311. Paid leave may be refused where the employee's role is essential to the Torres Strait Regional Authority's response to the emergency.
312. An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.
313. The Chief Executive Officer may approve reasonable paid or unpaid leave for ceremonial duties and training.
314. Emergency response leave, with or without pay, will count as service.

## **Jury duty**

315. Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
316. Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals 27/03/2024 will be in accordance with relevant state legislation.
- 316.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
317. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
318. If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the Torres Strait Regional Authority for the period of absence. This will be administered in accordance with the overpayments clause.

## **Defence reservist leave**

319. The Chief Executive Officer will give an employee leave with or without pay to undertake:
- 319.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
- 319.2 Australian Defence Force Cadet obligations.
320. An employee who is a Defence Reservist can take leave with pay for:
- 320.1 up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
- 320.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
321. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
322. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
- 322.1 Australian Navy Cadets;
- 322.2 Australian Army Cadets; and
- 322.3 Australian Air Force Cadets.
323. In addition to the entitlement at clause 320, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
324. Paid defence reservist leave counts for service.

- 325. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- 326. Unpaid leave taken over 6 months counts as service, except for annual leave.
- 327. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.
- 328. Eligible employees may also apply for annual leave, long service leave, or use flex leave or makeup time for the purpose of fulfilling ADF Reserve, DFTS or Cadet Force obligations.

### **Defence service sick leave (War service sick leave)**

- 329. An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
  - 329.1 warlike service; or
  - 329.2 non-warlike service.
- 330. An eligible employee can get 2 types of credits:
  - 330.1 an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
    - 330.1.1 they start employment with the APS; or
    - 330.1.2 DVA certifies the condition; and
  - 330.2 an annual credit of 3 weeks (15 days) defence service sick leave.
- 331. An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
- 332. Unused annual credits can be built up to 9 weeks.
- 333. An employee cannot use annual credits until the initial credit is exhausted.
- 334. Defence service sick leave is paid and counts as service for all purposes.

### **Leave to attend proceedings**

- 335. An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
- 336. An employee who is not covered under clause 335, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the Torres Strait Regional Authority.

337. An employee may otherwise be granted paid or unpaid miscellaneous leave by the Chief Executive Officer if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.
338. The Chief Executive Officer may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

### **Miscellaneous/other leave**

339. The Chief Executive Officer may approve paid or unpaid Miscellaneous/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. Unpaid Miscellaneous/other leave that counts as service, will not count as service in accordance with the Long Service Leave Act.
340. Casual employees may be provided with paid miscellaneous leave for the purposes of family and domestic violence support and otherwise by Government directive.
341. Miscellaneous/other leave for a part day will not be approved.

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

### **Blood donation**

342. An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. It includes reasonable travel time and employers will consider employees on duty.
343. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

### **Vaccinations**

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

### **Employee Assistance Program**

346. Employees, their immediate family, their partners, and their dependants/children will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by the Torres Strait Regional Authority and will be accessible on paid time.

### **Right of return for election candidates**

347. The Chief Executive Officer will allow a former employee to return to work with the Torres Strait Regional Authority 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 Torres Strait Regional Authority, 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.

348. 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.

### **Healthy Lifestyle Payment**

349. The Torres Strait Regional Authority 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 \$246 each calendar year.

350. 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) purchase of exercise equipment;
- g) dance sport programs, including traditional dance;
- h) costs associated with the establishment of a sporting team including purchase of uniforms or specific clothing when joining a sports team;
- i) purchase of clothing and supplies that are directly associated with working outdoors; and
- j) 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).

### **Respect at work**

#### *Principles*

351. The Torres Strait Regional Authority values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The Torres Strait Regional Authority recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
352. The Torres Strait Regional Authority recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance, including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.

### *Consultation*

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

### **Family and domestic violence support**

354. The Torres Strait Regional Authority will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
355. The Torres Strait Regional Authority recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
356. Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.
357. An employee experiencing family and domestic violence support is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- 357.1 illness or injury affecting the employee resulting from family and domestic violence;
  - 357.2 providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
  - 357.3 providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
  - 357.4 making arrangements for the employee's safety, or the safety of a close relative;
  - 357.5 accessing alternative accommodation;
  - 357.6 accessing police services;
  - 357.7 attending court hearings;
  - 357.8 attending counselling; and
  - 357.9 attending appointments with medical, financial or legal professionals.
358. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
359. Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
360. These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.
361. Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.

362. Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
363. Evidence may be requested to support the Torres Strait Regional Authority in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the Torres Strait Regional Authority will require, unless the employee chooses to provide another form of evidence.
364. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.
365. The Torres Strait Regional Authority will take all reasonable measures to treat information relating to family and domestic violence confidentially. The Torres Strait Regional Authority will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the Torres Strait Regional Authority may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
366. Where the Torres Strait Regional Authority needs to disclose confidential information for purposes identified in clause 365, where it is possible the Torres Strait Regional Authority will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
367. The Torres Strait Regional Authority will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
368. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
369. The Torres Strait Regional Authority will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
370. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

## **Integrity in the APS**

371. The Torres Strait Regional Authority understands that procedural fairness is essential in building and maintaining trust with APS employees, and that it requires fair and impartial processes for employees affected by APS-wide or Torres Strait Regional Authority decisions.
372. Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or

discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the APS Code of Conduct in the PS Act.

373. Employees can, during their ordinary work hours, take time to:
- 373.1 access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the agency; and
  - 373.2 attend Torres Strait Regional Authority mandated training about integrity.

27/03/2024

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

374. The Chief Executive Officer will take reasonable steps to ensure all substantive, ongoing EL2 employees employed at the commencement of this agreement or any new substantive, ongoing EL2 employees who commence within the first 6 months of this agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.
375. Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

### **Lactation and breastfeeding support**

376. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
377. The Torres Strait Regional Authority will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 378. In considering whether a space is appropriate, an agency should consider whether:
- 377.1 there is access to refrigeration;
  - 377.2 the space is lockable; and
  - 377.3 there are facilities needed for expressing, such as appropriate seating.
378. Where it is not practicable for an Torres Strait Regional Authority site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
379. The Torres Strait Regional Authority will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
380. The manager and employee will discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.
381. Further information is available in policy.

## **Disaster support**

382. Where an official disaster or emergency is declared and this prevents an employee from reasonably attending work, or where it impacts their household or home, the Chief Executive Officer will consider flexible working arrangements to assist the employee to perform their work.
383. Where flexible working arrangements are not appropriate, the Chief Executive Officer may grant paid miscellaneous leave to an employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.
384. In considering what period of leave is appropriate, the Chief Executive Officer will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth authorities.

## **Loss, damage and indemnity**

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

## **Eyesight testing and reimbursement of related equipment**

386. Eyesight testing and the reimbursement of glasses for screen-based equipment will be provided. Further information is available in the Torres Strait Regional Authority's guidelines.

## Section 8: Performance and development

### Performance management

387. All employees are required to have a Strengths and Expectations Plan at the commencement of each performance cycle.
388. 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.
389. 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.
390. Where an employee disagrees with the decision under clause 389, the employee may seek to have the decision reviewed under the PS Act.

### End of cycle review

391. Performance assessment will be undertaken as soon as practicable after the end of each financial year. This means that the performance cycle commences on 1 July and ends 30 June.
392. Employee's performance will be rated as:
- a) unsatisfactory;
  - b) satisfactory;
  - c) fully effective;
  - d) exceeds requirements.
393. An employee who is dissatisfied with their 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.
394. Where the employee disagrees with the assessment outcome under clause 392 after any review by the next highest line manager, the employee may seek to have the decision reviewed under the PS Act.

### Managing underperformance

395. The provisions of this Section apply to all employees except employees during their first six months of employment in the APS.
396. 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 their performance to the required level.

397. 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.
398. 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 their 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.
399. 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.
400. Where an employee's performance continues to be below the minimum level required at the employee's classification level after the employee has had an opportunity to improve their 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.

## **Workloads**

401. The Torres Strait Regional Authority recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.
402. When determining workloads for an employee or group of employees, the Torres Strait Regional Authority will consider the need for employees to strike a balance between their work and personal life.
403. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the Torres Strait Regional Authority and employee/s together must review the employees' workloads and priorities, and determine appropriate strategies to manage the impact on the employee or group of employees.
404. Any employee can be assigned to carry out such duties as are within the limits of the employee's classification, provided that such duties are not designed to promote de-skilling.

Employees do not have to carry out duties that are a threat to a safe healthy work environment.

## **Learning and development**

405. The Torres Strait Regional Authority is committed to fostering a culture of continuous learning and development to ensure employees have the skills, knowledge and capabilities relevant to their current duties and future career development.
406. Employees will be provided with, regular learning and development opportunities relevant to their full spectrum of current tasks and for their career advancement. Learning and development should not be limited to mandatory or required training, nor should it be scheduled only as an annual occurrence.
407. Employees and their managers will discuss and agree a learning and development plan for the employee's current work and career development goals, with agreed work time to participate in relevant programs and opportunities.
408. Managers should proactively identify opportunities for employee development.
409. Learning and development opportunities include, but are not limited to:
  - a) Mentor programs, coaching and on-the-job training
  - b) Participation in rotation programs
  - c) Mobility within an agency and across the APS, including surge training and opportunities
  - d) Secondment to non-APS and other State/ Territory agencies
  - e) Mandatory learning
  - f) APS Academy programs
  - g) External providers and Academic courses and qualifications
  - h) Cultural capability/cultural competence training
410. Employees will not be disadvantaged in relation to their learning and development goals due to understaffing or excess workload issues.
411. The Torres Strait Regional Authority will ensure that employees are provided additional and appropriate learning and development where there is a significant change to employees' work. Where employees are moved into a role or work area which requires particular skills or qualifications, the Agency will provide those employees with the learning and development opportunities and sufficient support to obtain the relevant skills or qualifications.
412. Where an employee volunteers to participate as part of a surge workforce (within their agency or in another agency), the employee will be provided adequate training and support to confidently undertake the role as part of that temporary workforce.
413. Access to all learning and development opportunities will be fair, reasonable and transparent. Accordingly, the Torres Strait Regional Authority will report to the Consultative Committee on learning and development opportunities including mobility opportunities on an annual basis, by region and operational team.

## **Study assistance**

414. 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 Torres Strait Regional Authority or the APS;
  - b) the Chief Executive Officer considers that the employee will be unable to meet their work expectations while undertaking the course; or
  - c) the course commitments will have an unreasonable impact on the operational requirements of the Torres Strait Regional Authority.
415. The Chief Executive Officer may revoke approval of studies assistance under clause 414 where:
- a) a subject in the course was not successfully completed; or
  - b) the employee has not been able to successfully balance 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.

## **Paid Study Leave**

416. Where the Chief Executive Officer approves an employee's course of study, an ongoing employee or non-ongoing employee will be entitled to the following paid Study Leave:
- a) 5 hours per week for approved study activities and up to 3 hours available for travel to and from study activities; and
  - b) An additional 2.5 hours per week is available to First Nations employees.
417. 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.
418. 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.
419. An employee who does not use all of the paid Study Leave specified in clause 416 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.
420. Access to accrued Study Leave credits under clause 419 is subject to approval by the Chief Executive Officer, taking into account the benefit to the employee and operational requirements.
421. The Chief Executive Officer may approve additional paid study leave.

## **Financial Assistance**

- 422. Where the Chief Executive Officer approves an employee's course of study, an ongoing employee or non-ongoing employee may be provided with financial assistance to cover all or part of the costs incurred by the employee.
- 423. 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.

## **Leave for full time study**

- 424. The Chief Executive Officer may approve a period of unpaid leave for full time study.
- 425. Generally, the maximum unpaid leave that will be approved is one year.
- 426. Leave approved for full time study counts as service for all purposes other than accrual of Annual Leave credits.

## Section 9: Travel and location-based conditions

### Travel

427. Where an employee is required and approved by the Chief Executive Officer to travel on official business and be absent from their normal location overnight, the employee will have reasonable accommodation, meals and incidentals costs paid or reimbursed by the Torres Strait Regional Authority. 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.
428. 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.
429. Travel Allowance does not apply where Camping Allowance is applicable.
430. Where an allowance is payable, the employee will be entitled to payment in advance where this is practicable.
431. Air travel will be by:
- a) economy class for domestic travel; and
  - b) business class for international travel where available.

### Relocation assistance

432. Where an existing employee is required to relocate at the request of the Torres Strait Regional Authority (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
433. Where an employee is required to relocate on engagement with the Torres Strait Regional Authority, the employee will be provided with financial relocation assistance.
434. Reasonable expenses associated with the relocation include:
- 434.1 the cost of transport of the employee, their dependents and partner by the most economical means;
  - 434.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
  - 434.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
  - 434.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.

435. Additional relocation assistance may be considered by Chief Executive Officer discretion.

*Conditions specific to the employees residing in the region*

436. An employee is entitled to relocation assistance from the Region in the following circumstances:

- a) an ongoing employee employed by the Torres Strait Regional Authority prior to 1 November 2003 retires from the Australian Public Service while employed by the Torres Strait Regional Authority;
- b) an ongoing employee engaged by the Torres Strait Regional Authority after 1 November 2003 retires from the Australian Public Service while employed by the Torres Strait Regional Authority and resided outside the Region immediately before commencement with the Torres Strait Regional Authority;
- c) an ongoing employee accepts voluntary retrenchment, moves from the Region within 3 months of the effective date of retrenchment and the cost of the move is not being met by a third party such as a new employer;
- d) an ongoing or non-ongoing employee ceases employment with the Torres Strait Regional Authority after at least 3 years employment with the Torres Strait Regional Authority and resided outside the Region immediately before commencement with the Torres Strait Regional Authority;
- e) an ongoing or non-ongoing employee, employed by the Torres Strait Regional Authority prior to 1 November 2003, ceases employment with the Torres Strait Regional Authority after at least 3 years employment with the Torres Strait Regional Authority;
- f) an ongoing or non-ongoing employee ceases employment with the Torres Strait Regional Authority after more than 12 months and less than 3 years employment with the Torres Strait Regional Authority, resided outside the Region immediately before commencement with the Torres Strait Regional Authority and the Chief Executive Officer considers it is reasonable to provide the employee with relocation assistance;
- g) a non-ongoing employee who was engaged by the Torres Strait Regional Authority 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
- h) if the Torres Strait Regional Authority requests the employee to move to another locality for operational reasons.

437. An employee who ceases employment with the Torres Strait Regional Authority as a result of a breach of the APS Code of Conduct is not entitled to any relocation assistance.

438. For the purposes of clause 436, the period of employment does not include any period of unpaid leave or unauthorised absence.

439. Unless otherwise and specifically stated, these provisions only apply to employees who meet the eligibility criteria outlined in clause 436.

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

440. 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, partner and children under the age of 18;
  - b) reasonable removal and storage costs;
  - c) travel to the Region by the employee and their family who will be residing with the employee; and
  - d) temporary accommodation costs.

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

441. 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 the new locality.
442. Where an employee is entitled to relocation assistance through retirement from the Australian Public Service or following voluntary retrenchment, they will be 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 Torres Strait Regional Authority; or
  - c) another locality requested by the employee and considered by the Chief Executive Officer to be reasonable.
443. In other instances where the employee is automatically entitled to relocation assistance (as outlined in clause 436, 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 Torres Strait Regional Authority.
444. An employee who is not covered by clause 442 and who elects to move to a locality other than where the employee lived immediately before commencement with the Torres Strait Regional Authority, will be entitled to maximum assistance equal to the costs that were covered by the Torres Strait Regional Authority when the employee commenced with the Torres Strait Regional Authority, increased by CPI rises since that time.

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

445. Travel to Obtain Necessary Emergency or Specialist, Medical or Dental Treatment 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 60% of the APS1.1 salary in the Torres Strait Regional Authority; and
  - c) Queensland Health does not provide for transportation of the employee or their family member to an appropriate medical or dental facility.
446. For the purposes of clause 445 (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 their normal annual income.
447. Where the employee or a family member as defined by clause 445 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.
448. The employee will be reimbursed the cost of travelling with their 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.
449. 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.

### **Emergency or Compassionate Travel**

450. 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 their death;
  - b) the locality where the close relative is located whilst they are critically or dangerously ill; or
  - c) if the close relative resides overseas, the closest point of embarkation from Australia.
451. 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.
452. For the purposes of this Section, a close relative is:
- a) a spouse or partner of the employee;
  - b) a grandparent or grandchild;
  - c) a child, parent, sister or brother of the employee or of the employee's spouse or partner; or
  - d) 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.

## **Remote localities**

453. Employees who are based in the Torres Strait are entitled to an additional 7 days of Annual Leave per annum to be called Remote Locality Leave. Remote Locality Leave accrues on a pro rata basis and is credited fortnightly.

## **Additional Family Care Costs**

454. Where an employee is required to:

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

the Torres Strait Regional Authority 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.

455. To be eligible for possible reimbursement of additional family care costs under clause 454, the employee must have taken reasonable steps to minimise the additional costs.

## Section 10: Consultation, representation and dispute resolution

### Consultation

#### *Principles*

456. Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
457. The Torres Strait Regional Authority recognises:
- 457.1 the importance of inclusive and respectful consultative arrangements;
  - 457.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - 457.3 the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on Torres Strait Regional Authority policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
  - 457.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - 457.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
458. Genuine and effective consultation involves:
- 458.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
  - 458.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
  - 458.3 considering feedback from employees and the relevant union(s) in the decision-making process; and
  - 458.4 advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

#### *When consultation is required*

459. Consultation is required in relation to:
- 459.1 changes to work practices which materially alter how an employee carries out their work;
  - 459.2 changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);

- 459.3 major change that is likely to have a significant effect on employees;
- 459.4 implementation of decisions that significantly affect employees;
- 459.5 changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
- 459.6 ~~other workplace matters that are likely to significantly or materially impact employees.~~

460. The Torres Strait Regional Authority, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the agency. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

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

461. This clause applies if the Torres Strait Regional Authority:
- 461.1 proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - 461.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

*Representation*

462. Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.
463. The Torres Strait Regional Authority must recognise the representative if:
- 463.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - 463.2 the employee or employees advise the employer of the identity of the representative.

*Major change*

464. In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:
- 464.1 the termination of the employment of employees; or
  - 464.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - 464.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 464.4 the alteration of hours of work; or

- 464.5 the need to retrain employees; or
  - 464.6 the need to relocate employees to another workplace; or
  - 464.7 the restructuring of jobs.
465. The following additional consultation requirements in clause 466 to 472 apply to a proposal to introduce a major change referred to in clause 464.
466. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 460.
467. Where practicable, a Torres Strait Regional Authority change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.
468. The Torres Strait Regional Authority must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
469. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 460, the Torres Strait Regional Authority must:
- 469.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
    - 469.1.1 the proposed change:
    - 469.1.2 the effect the proposed change is likely to have on the employees; and
    - 469.1.3 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
  - 469.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
    - 469.2.1 all relevant information about the proposed change, including the nature of the change proposed; and
    - 469.2.2 information about the expected effects of the proposed change on the employees; and
    - 469.2.3 any other matters likely to affect the employees.
470. The Torres Strait Regional Authority must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
471. However, the Torres Strait Regional Authority is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
472. 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 Torres Strait Regional Authority, the requirements set out in clauses 466 to 470 are taken not to apply.

*Change to regular roster or ordinary hours of work*

473. The following additional consultation requirements in clause 474 to 477 apply to a proposal to introduce a change referred to in clause 459.5.
474. The Torres Strait Regional Authority must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
475. As soon as practicable after proposing to introduce the change, the Torres Strait Regional Authority must:
- 475.1 discuss with employees and the relevant union(s) and/or other recognised representatives:
    - 475.1.1 the proposed introduction of the change; and
  - 475.2 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
    - 475.2.1 all relevant information about the proposed change, including the nature of the proposed change; and
    - 475.2.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
    - 475.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - 475.3 invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, the Torres Strait Regional Authority is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
476. The Torres Strait Regional Authority must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

*Interaction with emergency management activities*

477. Nothing in this term restricts or limits the ability of a designated emergency management body to undertake activities provided at section 195A(1) of the FW Act.

## **Agency consultative committee**

- 478. The Chief Executive Officer may establish an agency consultative committee to discuss relevant workplace matters.
- 479. Torres Strait Regional Authority consultative committees will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.
- 480. There will be a minimum of one First Nations Representative on the agency consultative committee.
- 481. There will be a Union Representative on the agency consultative committee.

## **APS consultative committee**

- 482. The Chief Executive Officer will support the operation of the APS consultative committee to the extent possible. This includes providing information requested by the Australian Public Service Commission to support the operation of the APS consultative committee, subject to legislative requirements.

## **Dispute resolution**

- 483. If a dispute relates to:
  - 483.1 a matter arising under the agreement; or
  - 483.2 the National Employment Standards;this term sets out procedures to settle the dispute.
- 484. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
- 485. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.
- 486. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
- 487. If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 486 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 488. The Fair Work Commission may deal with the dispute in 2 stages:
  - 488.1 the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

488.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

488.2.1 arbitrate the dispute; and

488.2.2 make a determination that is binding on the parties.

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

489. While the parties are attempting to resolve the dispute using the procedures in this term:

489.1 an employee must continue to perform their work as they would normally in accordance with established custom and practice at the Torres Strait Regional Authority that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and

489.2 subject to 489.1, an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

489.2.1 the work is not safe; or

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

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

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

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

491. Any disputes arising under the *TSRA Enterprise Agreement 2017* or the National Employment Standards that were formally notified under clause 97.1 to 97.7 of that agreement before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

*Leave of absence to attend proceedings*

492. Where the provisions of clauses 483 to 488 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 484, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 487.

## **Delegates' rights**

- 493. Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to the Torres Strait Regional Authority.
- 494. The role of union delegates is to be respected and supported.
- 495. The Torres Strait Regional Authority and union delegates will work together respectfully and collaboratively.

### *Supporting the role of union delegates*

- 496. The Torres Strait Regional Authority respects the role of union delegates to:
  - 496.1 provide information, consult with and seek feedback from employees in the workplace on workplace matters;
  - 496.2 consult with other delegates and union officials, and get advice and assistance from union officials;
  - 496.3 represent the interests of members to the employer and industrial tribunals; and
  - 496.4 represent members at relevant union forums, consultative committees or bargaining.
- 497. The Torres Strait Regional Authority and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.
- 498. Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.
- 499. To support the role of union delegates, the Torres Strait Regional Authority will, subject to legislative and operational requirements, including privacy and security requirements:
  - 499.1 provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
  - 499.2 advise union delegates and other union officials of the Torres Strait Regional Authority facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
  - 499.3 allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an Torres Strait Regional Authority vetoing reasonable communications;
  - 499.4 provide access to new employees as part of induction; and

499.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.

500. Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or Torres Strait Regional Authority before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

## **Section 11: Separation and retention**

### **Resignation**

501. An employee may resign from their employment by giving the Chief Executive Officer at least 14 calendar days' notice.
502. At the instigation of the Chief Executive Officer, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
503. The Chief Executive Officer has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

### **Payment on death of an employee**

504. When an employee dies, or the Chief Executive Officer has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the Chief Executive Officer must authorise payments to the partner, dependants or legal representative of the former employee, the amount to which the former employee would have been entitled had they ceased employment through resignation or retirement, or where legislation provides specifically for amounts calculated based on the death of the employee, those amounts. If payment has not been made within a year of the former employee's death, it should be made to their legal representative.

### **Redeployment, retraining, redundancy**

#### **General**

505. This Part only applies to ongoing, non-probationary employees who are declared as excess employees of the Torres Strait Regional Authority as defined in clause 506.

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

506. 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 Torres Strait Regional Authority, which comprises a greater number of employees than is necessary for the efficient and economical working of the Torres Strait Regional Authority; or
  - b) the services of the employee cannot be effectively used because of technological or other changes in the work methods of the Torres Strait Regional Authority or changes in the nature, extent or organisation of the functions of the Torres Strait Regional Authority; 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.

507. The Chief Executive Officer will advise an employee in writing if the employee is an excess employee.

## **Consultation**

508. 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.

509. 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.

510. 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.

511. A potentially excess employee may include a representative, which may be a union, in the discussions specified in clause 509.

512. The Chief Executive Officer may declare an employee to be excess one month after discussions under clause 509 have commenced, unless a lesser period is agreed to by the Chief Executive Officer and the employee.

## **Voluntary retrenchment**

513. 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.

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

515. Where an offer of voluntary retrenchment has been made, the Torres Strait Regional Authority 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.

516. 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.

517. 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.

518. The Chief Executive Officer may withdraw the offer of voluntary retrenchment at any time up until a notice of termination is provided under clause 527.

### **Severance benefits**

519. An employee who accepts an offer of voluntary retrenchment, and whose employment is terminated by the Chief Executive Officer under s29 of the PS Act on the grounds that the employee is excess to the requirements of the Torres Strait Regional Authority, 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.
520. The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.
521. The redundancy benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during their period of service and the employee has less than 24 years full-time service, subject to any minimum amount the employee is entitled to under the National Employment Standards.
522. 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.
523. For the purposes of clause 519, 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.
524. For the purposes of clause 519, 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 their 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.
525. For the purposes of clause 519, absences from work which do not count as service for long service leave purposes will not count as continuous service for severance pay purposes.
526. For the purposes of this Section, the employee's salary will be the higher of:
- a) the employee's salary at their 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 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.
527. Notice of termination for voluntary retrenchment 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 FW Act.
528. The employee and Chief Executive Officer may agree to payment in lieu of the notice period provided under clause 527.

### **Retention periods**

529. 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.

530. 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

531. The retention period will be deemed to have commenced on the date when the employee is advised by the Chief Executive Officer under clause 519 that the employee is excess.
532. The retention period will be extended by any periods of Personal Leave for personal illness or injury.
533. 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.
534. 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 PS Act and pay the employee the salary that would otherwise have been paid during the remainder of the retention period. 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.
535. Wherever possible, the notice of termination will be concurrent with the retention period.

## **Redeployment**

536. The Torres Strait Regional Authority 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.

537. During the retention period, the employee will be considered in isolation for any permanent vacancy that occurs in the Torres Strait Regional Authority at the employee's permanent classification level. Where the employee is assessed as suitable for such vacancy, they will be reassigned to those duties and other applicants will not be considered.
538. Reduction in classification during retention period 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.
539. Where the Chief Executive Officer reduces the classification level of an excess employee under clause 538, the employee will be entitled to income maintenance payments to maintain employee salary at the previous classification level for the duration of the retention period. For these purposes, salary is defined the same as in clause 534.
540. Termination at the end of retention period 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.
541. The Chief Executive Officer must not terminate the employee's employment at the end of the retention period if there is another Torres Strait Regional Authority employee at the same level who is interested in a voluntary retrenchment and performing duties for which the excess employee is considered suitable.
542. The notice of termination must include the minimum notice period required by the FW Act.

## Attachment A – Base salaries

Classification	Salary levels	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS 1	APS1.1	\$50,158.00	\$52,164	\$54,516	
	APS1.2	\$50,771.24	\$52,802	\$54,808	\$57,497
	APS1.3	\$53,204.62	\$55,333	\$57,436	\$59,389
	APS1.4			\$57,787	\$60,946
APS 2	APS2.1	\$54,482.72	\$56,774	\$59,520	
	APS2.2	\$55,976.86	\$58,216	\$60,428	\$62,775
	APS2.3	\$57,449.40	\$59,747	\$62,017	\$64,126
	APS2.4	\$58,940.13	\$61,298	\$63,627	\$65,790
	APS2.5	\$60,412.66	\$62,829	\$65,217	\$67,434
	APS2.6				\$68,425
APS 3	APS3.1	\$62,050.07	\$64,532	\$66,984	\$70,477
	APS3.2	\$63,663.61	\$66,210	\$68,726	\$71,063
	APS3.3	\$65,278.29	\$67,889	\$70,469	\$72,865
	APS3.4	\$66,972.56	\$69,651	\$72,298	\$74,756
	APS3.5			\$72,837	\$76,820
APS 4	APS4.1	\$69,156.92	\$71,923	\$75,022	\$79,125
	APS4.2	\$71,357.19	\$74,211	\$77,031	\$79,650
	APS4.3	\$73,215.20	\$76,144	\$79,037	\$81,724
	APS4.4	\$75,089.13	\$78,093	\$81,061	\$83,817
	APS4.5			\$81,775	\$86,246
APS 5	APS5.1	\$77,135.91	\$80,341	\$84,228	
	APS5.2	\$79,554.50	\$82,737	\$85,881	\$88,834
	APS5.3	\$81,794.58	\$85,066	\$88,299	\$91,301
	APS5.4		\$87,572	\$90,900	\$93,991
	APS5.5			\$91,809	\$96,829
APS 6	APS6.1	\$83,311.46			
	APS6.2	\$85,382.12	\$90,199	\$94,563	
	APS6.3	\$87,721.10	\$91,230	\$94,697	\$99,734
	APS6.4	\$92,133.03	\$95,818	\$99,459	\$102,841
	APS6.5	\$95,698.96	\$99,527	\$103,309	\$106,822
	APS6.6		\$101,022	\$104,861	\$109,511
	APS6.7			\$105,910	\$111,701
EL 1	EL1.1	\$106,801.54	\$111,074	\$115,443	\$121,755
	EL1.2	\$115,326.34	\$119,939	\$124,497	\$128,730
	EL1.3	\$129,949.37	\$135,147	\$140,283	\$145,053
EL 2	EL2.1	\$129,949.37	\$135,147	\$140,283	\$145,053
	EL2.2	\$139,656.74	\$145,243	\$150,762	\$155,888
	EL2.3	\$144,321.09	\$150,094	\$155,798	\$161,095
	EL2.4	\$148,008.69	\$153,929	\$159,778	\$165,210

## Allowances

Allowance	Amount	4%	3.80%	3.40%
	Timing	14 March 2024	13 March 2025	12 March 2026
District Allowance with dependants	\$11,002.53	\$11,443	\$11,877	\$12,281
District Allowance without dependants	\$6,803.25	\$7,075	\$7,344	\$7,594

## Attachment B – Supported Wage System

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

### *Definitions*

2. In this schedule:

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

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

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

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

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

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

### *Eligibility criteria*

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

### *Supported wage rates*

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

**Table 2 Applicable percentage of relevant minimum wage paid to applicable employees**

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

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

*Assessment of capacity*

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

*Lodgement of SWS wage assessment agreement*

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

#### *Review of assessment*

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

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

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

#### *Workplace adjustment*

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

#### *Trial period*

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

**SIGNATORY PAGE**

Single enterprise agreement of the Torres Strait Regional Authority, known as:

***Torres Strait Regional Authority Enterprise Agreement 2024-2027***

The persons below sign this agreement in accordance with Regulation 2.06A of the *Fair Work Regulations 2009*.

On behalf of the **employer**, the **Torres Strait Regional Authority**:

Signed:



Date:

26/3/2024

Vonda Malone  
Chief Executive Officer  
Torres Strait Regional Authority  
Level 1, Torres Strait Haus  
46 Victoria Parade  
THURSDAY ISLAND QLD 4875

On behalf of the **employees** of the **Torres Strait Regional Authority**:

Signed:



Date:

26/03/2024

Leitha Assan  
Employee Bargaining Representative  
Torres Strait Regional Authority  
Level 1, Torres Strait Haus  
46 Victoria Parade  
THURSDAY ISLAND QLD 4875

On behalf of the **Community and Public Sector Union:**

Signed:



Date: 27/03/2024

Brooke Muscat  
CPSU National President  
Authorised Union Representative  
Community and Public Sector Union  
CPSU-PSU Group, Level 2,  
54-58 Foveaux Street  
SURRY HILLS NSW 2010

