



# DECISION

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

**Aboriginal Hostels Limited**  
(AG2024/1205)

## **ABORIGINAL HOSTELS LIMITED ENTERPRISE AGREEMENT 2024-2027**

Commonwealth employment

DEPUTY PRESIDENT DEAN

CANBERRA, 29 APRIL 2024

*Application for approval of the Aboriginal Hostels Limited Enterprise Agreement 2024-2027.*

[1] An application has been made for approval of an enterprise agreement known as the *Aboriginal Hostels Limited 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 Aboriginal Hostels Limited. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[3] CPSU, the Community and Public Sector Union and the United Workers' Union, being bargaining representatives for the Agreement, have given notice under section 183 of the Act that they want the Agreement to cover their organisation. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 6 May 2024. The nominal expiry date of the Agreement is 28 February 2027.

The text block contains a handwritten signature in cursive script on the left, which appears to read 'De'. To the right of the signature is the official seal of the Fair Work Commission. The seal is circular with a double border. The outer border contains the text 'THE SEAL OF THE FAIR WORK COMMISSION' at the top and 'AUSTRALIA' at the bottom. The inner circle features the Australian coat of arms, with a kangaroo on the left and an emu on the right, flanking a shield with a seven-pointed star above it.

DEPUTY PRESIDENT

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Australian Government



ABORIGINAL  
HOSTELS LIMITED

# ABORIGINAL HOSTELS LIMITED ENTERPRISE AGREEMENT 2024–2027

[ahl.gov.au](http://ahl.gov.au)



# Formal acceptance of Agreement and Signatories

This agreement is made under section 172 of the *Fair Work Act 2009*.

## Employer

Signed for, and on behalf of, the Commonwealth of Australia



Dermot Walsh  
Acting Chief Executive Officer, Aboriginal Hostels Limited  
Level 1, 2-6 Shea Street, Capital Centre, Phillip ACT 2606

## Bargaining Representative: Community and Public Sector Union

Signed for, and on behalf of, the Community and Public Sector Union



Melissa Payne  
Assistant National Secretary, Community and Public Sector Union  
54-58 Foveaux St, Surry Hills NSW 2010

## Bargaining Representative: United Workers Union

Signed for, and on behalf of, the United Workers Union



Lyndal Ryan  
Director  
United Workers Union, 833 Bourke St, Docklands VIC 3008

Date: 10/04/2024

## Employee Bargaining Representative

Signed for, and on behalf of, Employee Bargaining Representative



Magida Anabtawi  
Employee Bargaining Representative, Aboriginal Hostels Limited  
Level 1, 2-6 Shea Street, Capital Centre, Phillip ACT 2606

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# Section 1: Technical matters

## Title

1. This agreement will be known as the Aboriginal Hostels Limited Enterprise Agreement 2024–2027.

## Parties to the agreement

2. This agreement covers:
  - 2.1 the Chief Executive Officer (CEO), for and on behalf of the Commonwealth of Australia as the employer
  - 2.2 all employees in Aboriginal Hostels Limited (AHL) employed under the *Public Service Act 1999* (PS Act) other than Senior Executive Service employees or equivalent, and
  - 2.3 subject to notice being given in accordance with section 183 of the *Fair Work Act 2009* (FW Act), the following employee organisation/s which were a bargaining representative for this agreement:
    - 2.3.1 the Community and Public Sector Union
    - 2.3.2 United Workers Union.

## Operation of the agreement

3. This agreement will commence operation 7 days after approval by the Fair Work Commission.
4. This agreement will nominally expire on 28 February 2027.

## Delegations

5. The CEO may delegate to or authorise any person to perform any or all of the CEO'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 National Employment Standards (NES). The NES will continue to apply to the extent that any term of this agreement is detrimental to an employee of AHL 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. AHL 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
    - 10.1.6 leave and leave loading, and
  - 10.2 the arrangement meets the genuine needs of AHL and the 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 AHL and the employee.
11. AHL 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. AHL must ensure that the individual flexibility arrangement:
  - 12.1 is in writing
  - 12.2 includes the name of CEO and the employee
  - 12.3 is signed by the CEO and the 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

12.4.4 states the day on which the arrangement commences.

13. AHL must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
14. AHL or the 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 AHL and the employee agree in writing – at any time.
15. AHL and the employee are to review the individual flexibility arrangement at least every 12 months.

## Definitions

16. The following definitions apply to this agreement:

**APS** means the Australian Public Service.

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

**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.

**CEO** means the Chief Executive Officer of Aboriginal Hostels Limited or the CEO's delegate.

**Agreement** means the Aboriginal Hostels Limited Enterprise Agreement 2024–2027.

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

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

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

**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, step child, or ward.

**De facto partner** means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee. 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 employed to work less than an average of 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.

**Shiftworker** means an employee rostered to carry out their ordinary hours of duty outside the period 7:00 am to 7:00 pm Monday to Friday, and/or at any time on Saturdays, Sundays or public holidays for an ongoing or fixed period.

**Usual location of work** means the employee's designated office location (as the employee's standard place of work) identified in the employee's letter of offer or other engagement documentation. If no designated office location was specified on engagement, the CEO may specify a designated office location by advising the employee in writing. AHL and the employee may agree to vary the employee's designated office location on a temporary or permanent basis.

## Section 2: Remuneration

### Salary

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

### Payment of salary

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

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

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

### Salary setting

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

relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in AHL.

26. Where an APS employee moves to AHL at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the CEO will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
27. Where the CEO determines that an employee's salary has been incorrectly set, the CEO may determine the correct salary and the date of effect.
28. Where an employee agrees in writing to be assigned duties at a lower classification level on an ongoing or temporary basis, the CEO will determine the applicable rate of salary within the salary range for the relevant classification to be paid to the employee for the relevant period.

### **Incremental advancement**

29. Employees who are not on the top point of their salary range will be eligible for annual salary progression, subject to:
  - 29.1 a satisfactory performance rating during the employee's most recent performance review
  - 29.2 the employee having 6 months of aggregate eligible service in AHL at or above the relevant classification level during the most recent annual performance management cycle. If an employee has less than 6 months of aggregate eligible service, the CEO may exercise their discretion to determine a higher salary under the salary setting clause in this agreement (clause 22).
30. Eligible service for salary progression will include:
  - 30.1 periods of paid leave and unpaid parental leave
  - 30.2 periods of unpaid leave that count as service
  - 30.3 service while employed on a non-ongoing basis.
31. During a period of unpaid parental leave, employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.
32. 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.
33. An employee's salary progression while acting at a higher classification, will be retained for future acting duties at, or promotion to, that classification regardless of elapsed time.

### **Superannuation**

34. AHL will make compulsory employer contributions as required by the applicable legislation and fund requirements.
35. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.

36. AHL 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 AHL's payroll system.

#### *Method for calculating superannuation salary*

37. AHL 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 Ordinary Time Earnings (OTE) for employees in other accumulation funds.
38. Employer contributions will be made for all employees covered by this agreement.
39. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

#### *Payment during unpaid parental leave*

40. 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.

### **Salary Packaging**

41. All ongoing employees and non-ongoing employees engaged for at least 3 months will have access to salary packaging.
42. The employee will meet the costs of any salary packaging arrangement, including any fringe benefits tax and administrative costs incurred by AHL.
43. Where an employee elects to salary package, the employee's salary for superannuation, severance and termination payments, and any other purposes, will be determined as if the salary packaging arrangement had not occurred.

### **Overpayments**

44. An overpayment occurs if the CEO (or AHL) 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).
45. Where the CEO considers that an overpayment has occurred, the CEO will provide the employee with notice in writing. The notice will provide details of the overpayment.
46. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the CEO 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.
47. If after considering the employee's response (if any), the CEO confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to AHL in full by the employee.

48. The CEO and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
49. AHL and the employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
50. Interest will not be charged on overpayments.
51. Nothing in clauses 44 to 50 prevents:
  - 51.1 AHL from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*
  - 51.2 AHL from pursuing recovery of the debt through other available legal avenues, or
  - 51.3 the employee or AHL from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

### **Supported wage system**

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

## Section 3: Allowances

### Higher duties allowance

54. Where a role needs to be filled for one or more working days, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
55. 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 CEO.
56. 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.
57. Where an employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.
58. 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 one working day.
59. The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.

### Motor vehicle allowance

60. An employee who is authorised by the CEO to use their private vehicle for official purposes will receive a motor vehicle allowance. Further information is included in the AHL Staff Travel Policy.

### Healthy lifestyle allowance

61. Ongoing employees, and non-ongoing employees with at least 12 months service, will be eligible, subject to CEO approval, to claim reimbursement for expenditure on healthy lifestyle activities and programs up to a maximum of \$192.91 each financial year.
62. As a salary-related allowance, the above rate will be increased 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.
63. The items that will be accepted for reimbursement under this clause will include:
  - a. quit smoking programs
  - b. gym membership fees or gym equipment
  - c. weight loss programs

- d. programs to overcome excessive gambling
- e. drug and alcohol cessation programs
- f. flu vaccinations.

## Workplace responsibility allowances

64. The CEO will approve payment of a workplace responsibility allowance where an employee is appointed by AHL or elected by eligible peers to one of the following roles:
- a. First Aid Officer
  - b. Health and Safety Representative
  - c. Emergency Warden
  - d. Harassment Contact Officer
  - e. Mental Health First Aid Officer.

65. The rate of payment will be as follows:

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

66. As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the rates in the table above.
67. The full allowance is payable regardless of flexible work and part-time arrangements.
68. An employee is not to receive more than one workplace responsibility allowance unless approved by the CEO due to operational requirements.
69. An employee's physical availability to undertake the role will be considered by AHL 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.
70. The following hostel employees will generally be required to perform a First Aid Officer role:
- a. Hostel Managers and Assistant Hostel Managers or equivalent
  - b. Heads of Boarding and Deputy Heads of Boarding or equivalent
  - c. Night Attendants.
71. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount, provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

## Community language allowance

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

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

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

## Hostel Manager allowance

78. In recognition of their role as managers within AHL and in lieu of overtime to compensate for disturbances after hours, subject to the provisions of clause 81, employees occupying the following roles at a hostel with a Night Attendant, will be paid a Hostel Manager allowance, subject to CEO approval:
- a. Hostel Manager, Assistant Hostel Manager and relief Hostel Managers
  - b. Head of Boarding and Deputy Head of Boarding.

79. The rate of payment will be as follows:

Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$1,607 per annum	\$1,668 per annum	\$1,725 per annum

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

### **Sleepover allowance**

81. Where the CEO requires an employee to sleepover in a hostel, the employee will be paid \$100 per night for each night that they are required to sleepover.

### **Other allowances and reimbursements**

82. In circumstances not covered by Section 3 of this agreement, the CEO may approve, usually via an IFA, payment of another allowance or item of reimbursement.

## Section 4: Classifications and broadbands

### Pathways and Entry Level Programs

83. The AHL Pathways and Entry Level Broadband provides a broadband of the APS1 to APS4 classifications. The broadband covers those employees required to undertake a training and/or development program and whose progression is subject to the successful completion of that program – as outlined in clauses 84 to 87.

#### *Graduates*

84. A Graduate employee will be engaged/employed at the APS3 classification level and required to undertake a course of training and/or development program (the Graduate program) as determined by the CEO. While undertaking the Graduate program, an employee will be paid at a salary point within the APS3 classification of the AHL Pathways and Entry Level Broadband, as determined by the CEO.
85. On successful completion of the Graduate Program, subject to CEO approval, the employee will be advanced to the APS4 classification within the AHL Pathways and Entry Level Broadband at a pay point determined by the CEO.

#### *Entry level programs*

86. AHL may engage employees in trainee and other entry level programs at a classification within the AHL Pathways and Entry Level Broadband. The CEO will determine the employee's classification based on the work value of the role to be performed.
87. On successful completion of the training and/or development program, employees may be assessed for advancement to a relevant classification and pay point within the AHL Pathways and Entry Level Broadband, as determined by the CEO, where:
- 87.1 the employee is working at or above the expected standard for the classification level
  - 87.2 there is sufficient work available at the higher classification level
  - 87.3 the employee has the necessary skills and proficiencies to perform that work.

### Work Level Standards

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

## Section 5: Working hours and arrangements

### Job security

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

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

#### *Reporting*

90. AHL will report to the AHL National 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 AHL.

#### *Pathways to permanency*

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

### Casual (irregular or intermittent) employment

92. A casual (irregular or intermittent) employee is defined in the definitions section.
93. A decision to expand the use of casual employees is subject to section 10 of this agreement.
94. AHL 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 AHL National Consultative Committee, where one is in place.
95. 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.
96. 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.
97. The casual loading is paid only on:
- 97.1 for a day worker – the ordinary hours of work
  - 97.2 for a shift worker – the normal rostered hours of work.
98. The casual employee loading is not paid for overtime.
99. A casual employee will be engaged for a minimum of 4 hours per engagement or shall be paid for a minimum of 4 hours at the appropriate casual rate.

100. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

## **Non-ongoing employment**

101. A non-ongoing employee is defined in the definitions section.

102. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:

102.1 personal/carer's leave accrual in section 6, and

102.2 redundancy provisions in section 11, subject to clause 103.

103. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions in section 11 will apply.

104. If the redundancy provisions apply to an employee under clause 103, AHL must adhere to the consultation requirements in section 10 and, where applicable, the consultation provisions in section 11.

## **Working hours**

105. The ordinary hours of duty for all full-time employees will be:

105.1 37.5 hours per week, or an average thereof, and

105.2 7.5 hours per day, or an average thereof.

106. The span of hours for an employee, other than a shift worker, within which ordinary hours of duty will be performed is 7:00 am to 7:00 pm, Monday to Friday.

107. Where an employee requests to work part or all of their ordinary hours of duty outside of the span of hours for personal reasons, on a temporary or ongoing basis, and this request can be accommodated, the employee will not be entitled to shift penalties or overtime.

108. All hostel employees will be assigned a work pattern (or "roster") for each fortnight from Thursday to Wednesday. Employees must work to their assigned work pattern, unless for operational reasons the CEO approves otherwise.

109. The CEO may, from time to time, propose and introduce changes to work patterns in order to meet operational requirements.

110. AHL will provide employees with 7 days' notice of roster changes, except in instances where the unanticipated absence of another employee at the workplace makes this provision impractical or other exceptional circumstances occur.

111. The daily hours of work, as well as any breaks or leave, must be recorded in a manner determined by the CEO.

## Flex for APS 1–6 classifications

112. AHL is committed to providing employees with flexible working arrangements that support their work life balance. The Flextime Scheme forms part of these arrangements for eligible employees, allowing them to accumulate flextime for duty performed in excess of their ordinary hours of work that does not attract overtime.
113. Subject to the agreement of the CEO, an employee may:
  - 113.1 vary their pattern of attendance from time to time in order to meet personal needs
  - 113.2 take flextime as a part or whole day absence.
114. The Flextime Scheme contains the following features:
  - 114.1 All administrative employees up to and including APS6 and equivalent are eligible to participate, subject to operational requirements.
  - 114.2 Flextime attendance will be recorded electronically.
  - 114.3 The span of hours that will apply to daily attendance will be from 7:00 am to 7:00 pm, Monday to Friday.
  - 114.4 The periods between 10:00 am and 12:00 noon, and 2:00 pm and 4:00 pm, are the core working hours for administrative employees. Employees must be at work during these periods, unless the CEO has approved their use of flextime or other leave.
  - 114.5 A standard day of 7 hours and 30 minutes, worked between 8:30 am and 5:00 pm, Monday to Friday.
  - 114.6 The flextime settlement period will be 2 weeks (10 working days).
  - 114.7 Unless approved by the CEO:
    - (i) the maximum carryover of flextime credits will be 5 working days
    - (ii) the maximum carryover of flextime debits will be 10 hours. Any debit in excess of 10 hours will usually be acquitted as leave without pay.
  - 114.8 Limits and credits relating to part-time employees will be calculated on a pro-rata basis.
  - 114.9 Part-time employees may access flextime, but flextime will not be used to increase an employee's hours of work.
115. All on-duty time (including work-related travel, but not travel to or from work) that occurs during the usual span of hours, will count for the purpose of the Flextime Scheme.
116. The CEO may withdraw an employee's flextime privileges, and direct them to revert to standard working hours:
  - 116.1 for operational reasons, e.g., to ensure effective national support is provided for AHL hostels
  - 116.2 if the employee fails to appropriately use flextime provisions
  - 116.3 if the employee is subject to review for underperformance or misconduct.

117. Where an employee's flextime privileges are to be withdrawn in accordance with clause 116, the CEO will provide the employee with written advice of the reasons for such a requirement and the period for which it will apply.

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

118. Executive Level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
119. EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by AHL.
120. 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.
121. 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.
122. 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.
123. 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.
124. 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.

### **Mobility within/between AHL Hostels and National Offices**

125. Flexible mobility arrangements promote the development of a highly skilled and adaptable AHL workforce to ensure AHL continues to provide quality services to First Nations people.
126. These arrangements allow hostel-based employees to access development and training opportunities in the AHL National Office. National Office-based employees may access similar opportunities in the AHL hostel network.
127. To ensure business continuity, AHL may require an employee to work in a different location, usually on a short-term basis. Where this occurs and the employee performs duties at a lower classification, there will be no reduction in salary.
128. Employees who are reassigned to a different location will be eligible for the conditions of employment that would ordinarily apply to the reassigned position.

### **Overtime and restriction**

#### *Overtime*

129. Overtime requires the prior approval of the CEO.

130. Overtime is only payable to employees classified up to and including APS6, unless otherwise approved by the CEO, who are approved to work in excess of their agreed or specified hours of work.
131. Part-time employees will be paid for additional hours at their basic hourly rate until they have worked a total of 75 hours in a fortnight and thereafter at the overtime rates specified at clause 135.
132. Overtime will be paid to a casual employee for work performed in excess of a total of 75 hours in a fortnight.
133. An employee may decline to work overtime that is unreasonable in accordance with section 62 of the FW Act.
134. Where overtime is worked on a weekend or a public holiday, or is not continuous with normal working hours on a weekday, the employee will receive a minimum payment of 2 hours' overtime.
135. Where an employee works approved overtime, they will receive payment at the following rates:

Period	Overtime rate
Monday to Saturday	<ul style="list-style-type: none"> <li>• Time and a half for the first 3 hours</li> <li>• Double time thereafter.</li> </ul>
Sunday	<ul style="list-style-type: none"> <li>• Double time.</li> </ul>
Public Holidays within the employee's ordinary hours.	<ul style="list-style-type: none"> <li>• Time and a half.</li> </ul>
Public Holidays outside the employee's ordinary hours.	<ul style="list-style-type: none"> <li>• Double time and a half.</li> </ul>

136. Where the CEO directs that an employee is called for duty to meet an emergency outside ordinary hours and the employee has received no notification prior to ceasing ordinary hours of work/duty, the employee will be paid at the rate of double time for the actual period of attendance at work, including time necessarily spent travelling to and from duty, or for a minimum of 2 hours, whichever is the greater.
137. Where an employee is directed to work overtime outside the span of hours, the employee should not resume normal duty until they have had a break of at least 10 hours, following the completion of the overtime.
138. At times, operational requirements may prevent an employee taking the break specified at clause 137 before resuming their next rostered shift. In such circumstances, the employee will be paid at double time (including the single time payable for any rostered hours worked) until they are able to take the required 10 hour break.
139. With the agreement of the CEO, employees may choose to forego payment of overtime and instead request to take time off in lieu, which will then be calculated in accordance with clause 135.

### *Overtime meal allowances*

140. If an employee is required to work overtime for more than 5 hours continuous with their ordinary hours, the employee will, subject to CEO approval, be entitled to be paid an overtime meal allowance in accordance with rates published, from time to time, by the Australian Tax Office.

### *Restriction allowance*

141. Where an employee is required to remain contactable, available and able to perform extra duty outside the employee's ordinary hours of work (i.e. be restricted), they will be paid a restriction allowance, subject to approval by the CEO.
142. Restriction allowance is payable to all employees up to and including APS Level 6 (and equivalents), unless otherwise approved by the CEO. Despite clause 143, the CEO may approve another rate of restriction allowance for an employee, having regard to the circumstances and duration of the restriction direction.
143. Restriction allowance will be paid as follows:
- 143.1 at a rate of 7.5 per cent of the employee's hourly rate of salary for each hour or part hour restricted Monday to Friday
  - 143.2 at a rate of 10 per cent of the employee's hourly rate of salary for each hour or part hour restricted Saturday and Sunday, and
  - 143.3 at a rate of 15 per cent of the employee's hourly rate of salary for each hour or part hour restricted on public holidays.
144. Where a Night Attendant is restricted and required to remain on site during all of their unpaid breaks on that day, they will receive the relevant amount under clause 143, or \$20.00 per day, whichever is greater.
145. Restriction allowance is not payable for any period for which the employee receives sleepover allowance or overtime.
146. Emergency duty will not apply where an employee is recalled to duty while restricted.
147. Where an employee is required to perform duty, but is not required to be recalled to work, overtime payment will be made, subject to a one hour minimum payment. This includes circumstances where Night Attendants are restricted during unpaid breaks.
148. If an employee is required to perform subsequent periods of duty within the one hour minimum payment period, only the initial one hour minimum is payable. Where an employee is required to undertake a second period of duty that commences after the one hour minimum payment period has lapsed for the first period of duty, a second one hour minimum payment period commences and a further one hour minimum is payable.
149. Where an employee who has been restricted outside the employee's ordinary hours of work is recalled to duty at a place of work, payment in accordance with the relevant overtime provisions will be made subject to a 3 hour minimum payment.

## Shift work

150. An employee will be considered a shift worker if they are rostered, for an ongoing or fixed period, to carry out ordinary hours of duty:

150.1 outside the span of hours from 7:00 am to 7:00 pm, Monday to Friday

150.2 on Saturdays or Sundays, or

150.3 on Public Holidays.

151. The ordinary hours each day will usually be worked within a spread of 12 hours from starting time, inclusive of meal breaks. Where necessary, broken shifts may be rostered.

152. As far as is practical and sensible to do so, AHL will endeavour to allow a 10 hour break between shifts.

### *Penalty rates for APS1 to APS2 level shift workers*

153. The CEO will approve payment of the following penalty rates to all APS1 to APS2 level shift workers for ordinary hours worked during the following periods:

Shift	Penalty Rate	Casual employee penalty rate (including casual employee loading)
For any part of a shift falling between 7:00 pm and 7:00 am, Monday to Friday	30%	55%
For any part of a shift falling between midnight Friday and midnight Saturday	50%	75%
For any part of a shift falling between midnight Saturday and midnight Sunday	100%	125%
For any part of a shift falling on a Public Holiday	150%	175%

### *Penalty rates for APS3 to APS6 level shift workers*

154. The CEO will approve payment of the following penalty rates to all APS3 to APS6 level shift workers for ordinary hours worked during the following periods:

Shift	Penalty Rate	Casual employee penalty rate (including casual employee loading)
For any part of a shift falling between midnight Friday and midnight Saturday	50%	75%

Shift	Penalty Rate	Casual employee penalty rate (including casual employee loading)
For any part of a shift falling between midnight Saturday and midnight Sunday	100%	125%
For any part of a shift falling on a Public Holiday	150%	175%

### *Annual leave penalties*

155. If an employee is on annual leave, they will be entitled to 100 per cent of the shift penalties they would have ordinarily received had they not been on annual leave.

## **Flexible working arrangements**

156. AHL, employees and their union recognise:
- 156.1 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
  - 156.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS
  - 156.3 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
  - 156.4 that flexibility applies to all roles in AHL, and different types of flexible working arrangements may be suitable for different types of roles or circumstances, and
  - 156.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
157. AHL is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across AHL at all levels. This may include developing and implementing strategies through the AHL National Consultative Committee.
158. 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*

159. The following provisions do not diminish an employee's entitlement under the NES.
160. An employee may make a request for a formal flexible working arrangement.
161. The request must:
- 161.1 be in writing

- 161.2 set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for), and
  - 161.3 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.
162. AHL must provide a written response to a request within 21 days of receiving the request.
163. The response must:
- 163.1 state that the CEO approves the request and provide the relevant detail in clause 164, or
  - 163.2 if following discussion between AHL and the employee, AHL 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
  - 163.3 state that the CEO refuses the request and include the following matters:
    - 163.3.1 details of the reasons for the refusal, and
    - 163.3.2 set out AHL's particular business grounds for refusing the request, explain how those grounds apply to the request, and
    - 163.3.3 either:
      - (i) 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 AHL would be willing to make, or
      - (ii) state that there are no such changes, and
    - 163.3.4 state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in section 65B and 65C of the FW Act.
164. Where the CEO approves the request, this will form an arrangement between AHL and the employee. Each arrangement must be in writing and set out:
- 164.1 any security and work health and safety requirements
  - 164.2 a review date (subject to clause 168), and
  - 164.3 the cost of establishment (if any).
165. The CEO may refuse to approve the request only if:
- 165.1 AHL has discussed the request with the employee
  - 165.2 AHL 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)
  - 165.3 AHL and the employee have not reached such an agreement

- 165.4 AHL has had regard to the consequences of the refusal for the employee, and
  - 165.5 the refusal is on reasonable business grounds.
166. Reasonable business grounds include, but are not limited to:
- 166.1 the new working arrangements requested would be too costly for AHL
  - 166.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested
  - 166.3 it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested
  - 166.4 the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity
  - 166.5 the new working arrangements requested would be likely to have a significant negative impact on customer service, and
  - 166.6 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.
167. For First Nations employees, AHL must consider connection to country and cultural obligations in responding to requests for altering the location of work.
168. Approved flexible working arrangements will be reviewed by AHL 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*

169. An employee may request to vary an approved flexible working arrangement in accordance with clause 161. An employee may request to pause or terminate an approved flexible working arrangement.
170. The CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 172.
171. AHL 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 employees demonstrated and repeated failure to comply with the agreed arrangements.
172. Prior to the CEO varying, pausing or terminating the arrangement under clause 170, AHL must have:
- 172.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee
  - 172.2 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)

- 172.3 had regard to the consequences of the variation, pause or termination for the employee
- 172.4 ensured the variation, pause or termination is on reasonable business grounds, and
- 172.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 163.3.

#### *Working from home*

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

#### *Ad-hoc arrangements*

- 178. 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.
- 179. Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 180. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 159 to 168.
- 181. AHL 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.
- 182. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, AHL should consider whether it is appropriate to seek to formalise the arrangement with the employee.

#### *Altering span of hours*

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

### **Part-time work**

- 184. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.

185. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
186. The terms and conditions of employment of a part-time employee shall be, unless otherwise provided for in this agreement, those of full-time employees but reduced on a pro-rata basis (where appropriate) for the number of hours worked. For allowances of a reimbursement or expense related nature, part time employees will receive the same amounts as full-time employees

#### *Management initiated part-time work*

187. For operational and efficiency reasons, the CEO may initiate part-time employment proposals. Where this occurs, and a full-time position is designated to become part-time, the affected employee will be notified in writing and given available options, which may include redundancy or salary maintenance as outlined in clause 188.
188. If a full-time employee chooses to remain in AHL employment, after the position they occupy has become a part-time position, they will work the appropriately reduced hours but continue to be paid on a full-time basis for the first 3 months. At the end of this period, AHL will pay the employee an additional \$2,000 as compensation for the compulsory reduction in hours.
189. The provisions of clause 188 do not apply to a designated part-time position where the hours are further reduced by management initiative after the date of commencement of this agreement. Clause 188 also does not apply to non-ongoing employees.
190. The CEO has discretion to approve payment under clause 188 that would otherwise be disallowed under clause 189, where they are satisfied that special circumstances exist.

### **Public holidays**

191. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
  - 191.1 1 January (New Year's Day)
  - 191.2 26 January (Australia Day)
  - 191.3 Good Friday and the following Monday
  - 191.4 25 April (Anzac Day)
  - 191.5 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)
  - 191.6 25 December (Christmas Day)
  - 191.7 26 December (Boxing Day), and
  - 191.8 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.

192. 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.
193. In addition to the public holidays set out in clause 191, employees will also observe an additional holiday each calendar year on the ordinary working day following the Boxing Day public holiday or its substitute.
194. Employees who work on 25 December, irrespective of what day of the week that is, will be entitled to be paid for that day at the public holiday rate.
195. The CEO and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
196. The CEO and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
197. An employee who is rostered to work on a public holiday, and who is absent for all or part of that day to observe the public holiday, will be paid their ordinary hours for the absence as if it was not a public holiday.
198. 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.
199. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave, defence service sick leave or purchased 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).
200. 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 clauses 191.1 to 191.8.
201. 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.
202. Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the CEO may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.
203. An employee who is regularly rostered to perform shift work on at least 5 days of the week will receive a day off in lieu for any public holiday that falls on a day on which they are not rostered to work.

204. The additional day off in accordance with clause 203 must be taken as arranged with the employee's manager:

204.1 by no later than 2 months from the date of the public holiday, or

204.2 on a later date, approved by the CEO.

## Section 6: Leave

### Annual leave

205. Employees (other than casual employees) are entitled to 4 weeks (20 days) paid annual leave per year of service, accruing daily, credited at least monthly. Annual leave for part-time employees accrues on a pro-rata basis.
206. Employees will have access to annual leave entitlements as they accrue, subject to CEO approval.
207. Annual leave may be taken at half pay. However, unless approved by the CEO, it may not be taken at half pay where the employee has an excess leave balance.
208. Where annual leave is cancelled or the employee is recalled to duty, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.
209. Employees living in remote localities accrue additional annual leave credits as described in clause 225.
210. Employees working on Sundays may be eligible to accrue additional annual leave credits in accordance with clause 228.
211. Where an employee has an annual leave credit in excess of 8 weeks at any time during the year, the employee will continue to accrue annual leave, but may be directed by the CEO, in writing, to take a period of leave of at least one quarter of their total leave credit, within a 3 month period.
212. Employees will receive payment in lieu of any untaken annual leave upon separation from the APS.

### *Voluntary cash out of annual leave*

213. The CEO may approve an application by an employee to cash out up to 2 weeks (75 hours) of annual leave in a 12 month period, provided that:
  - 213.1 the cash out is agreed between the CEO and the employee in writing
  - 213.2 the employee's remaining annual leave credit after cash out does not fall below 4 weeks, and
  - 213.3 the employee has taken a minimum of 2 weeks annual leave in the 12 month period immediately prior to the application being made.
214. The employee's payment will be the full amount that would have been paid to the employee had the employee taken the leave that is cashed out.
215. The assessment for payment will be calculated from the next full pay.

*Annual leave – Secondary education hostels close down*

216. Ongoing and non-ongoing employees engaged to work at an AHL secondary education hostel are eligible for paid close down leave during a school holiday period. This leave is granted in addition to accrued annual leave available under this agreement, subject to CEO approval and the provisions of clauses 218 to 224.
217. For the purpose of this section, 'school holiday period' means the period between school terms.
218. Employees are not to apply for or take annual leave during school terms except in exceptional circumstances. The CEO will determine what constitutes exceptional circumstances for the purpose of this clause.
219. The CEO may recall an employee to duty during a school holiday period for up to 2 weeks per calendar year for training, relief work, or to allow additional preparation for commencement of the next school term.
220. Subject to clause 222, employees are required to access annual leave for their normal rostered hours for the entire school holiday period, less any rostered day(s) that coincide with a public holiday.
221. Subject to clause 223, where an employee has insufficient annual leave credits, paid close down leave will apply for the balance of the school holiday period.
222. Paid close down leave cannot be accessed by an employee until available annual leave credits have been exhausted.
223. The amount of paid close down leave available to an employee during a school holiday period will be reduced by the amount of unauthorised leave taken in the preceding school term.
224. Paid close down leave will be paid at the basic hourly rate of pay.

*Remote locality additional annual leave*

225. Employees living and working in the following designated remote localities will accrue one additional week of paid annual leave per year of service:
  - a. Alice Springs
  - b. Nhulunbuy
  - c. Tennant Creek
  - d. Katherine
  - e. Derby
  - f. Broome
  - g. Thursday Island
  - h. Mt Isa
  - i. Port Hedland

- j. Kununurra
- k. Wadeye.

226. This leave will accrue progressively.

227. Should a new hostel be established during the life of this agreement, the CEO will determine if the provisions of clause 225 will apply to employees working at that hostel.

#### *Additional annual leave for working on Sundays*

228. Employees who have worked 10 or more Sundays in a year as part of their normal shift roster will be eligible for one additional week of paid annual leave for that year.

### **Purchased leave**

229. The CEO may approve the purchase of up to 4 additional weeks of annual leave, funded by salary deductions over a maximum period of 12 months, for ongoing and non-ongoing employees with more than 12 months of non-casual service with AHL.

230. Approval to purchase leave does not affect an employee's salary for superannuation purposes.

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

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

231. Employees (other than casuals) are entitled to 18 days paid personal/carer's leave per annum. Personal/carer's leave for part-time employees accrues on a pro-rata basis.

232. Leave at half pay may be approved by the CEO.

#### *Accrual of personal/carer's leave*

233. For an ongoing employee, 18 days personal/carer's 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.

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

235. 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.

236. Where an employee:

- a. has, or cares for someone with, a chronic condition or other ongoing illness
- b. is recovering from surgery
- 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/carer's leave, does not have sufficient credit to cover an absence for which they would otherwise be able to take personal/carer's leave, the CEO will advance the employee's accrual up to the 12 month anniversary when their leave would otherwise be credited.

#### *Usage*

237. The CEO may approve personal/carer's leave for an employee in the following circumstances:

- 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 other person, or
  - (ii) of an unexpected emergency affecting the other person.

#### *Unpaid personal/carer's leave for caring purposes*

238. Where an employee has exhausted their entitlement to paid personal/carer's leave, the employee may take up to 2 days unpaid personal/carer's leave each time a member of their immediate family or household requires care or support because of personal illness or injury.

#### *Carers*

239. 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*

240. Evidence may be requested after:

- a. more than 3 consecutive days, or
- b. more than 8 days without evidence in a calendar year.

241. Acceptable evidence includes:

- a. a certificate from a registered health practitioner
- b. a statutory declaration, or

- c. another form of evidence approved by the CEO.
242. 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.
243. Where evidence is requested and an employee does not provide the required documentary evidence within a reasonable period, the absence will be treated as an unauthorised absence, in accordance with clause 329.

#### *Notifying absences*

244. Employees should notify their manager (or if unavailable, an agreed alternative person) of their intended absence prior to their normal commencement time on the first day of their absence, or as soon as reasonably practicable:
- a. preferably by phone, or
  - b. by text message or email.
245. The notification must include the reason for the absence and the expected duration of the absence. Where the absence is extended the employee must once again advise their manager of their further absence in line with the above notification requirements.
246. Failure to appropriately notify the manager may result in leave being treated as an unauthorised absence.

### **Portability of leave**

247. Where an employee moves into AHL 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.
248. Where an employee is engaged in AHL 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.
249. Where an employee is engaged as an ongoing employee in AHL, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
250. 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 AHL or another agency) 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.
251. Where an employee is engaged as an ongoing employee in AHL, 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 248), the CEO will recognise any unused accrued personal/carer's leave at the employee's request. The CEO will advise the employee of their ability to make this request.

252. Where an employee is engaged as an ongoing employee in AHL, and immediately prior to the engagement the person was employed by a State or Territory Government, the CEO may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
253. For the purposes of clauses 247 to 252, an employee with a break in service of less than 2 months is considered to have continuity of service.

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

254. When an employee is on:

- a. annual leave
- b. purchased leave
- c. defence reservist leave
- d. First Nations ceremonial leave
- e. NAIDOC leave
- f. cultural leave, or
- g. long service leave; and

becomes eligible for, under legislation or this agreement:

- h. personal/carer's leave
- i. compassionate or bereavement leave
- j. jury duty
- k. emergency services leave
- l. leave to attend to family and domestic violence circumstances, or
- m. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave

the affected period of leave will be re-credited.

255. 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.
256. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

### **Long service leave**

257. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
258. 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 at clause 254 of this agreement.

## **Miscellaneous leave**

259. The CEO may approve miscellaneous leave for a number of purposes in addition to specific provisions in this agreement. Leave may be with pay or without pay. Leave without pay will not count as service for any purpose unless otherwise required by legislation or the CEO approves it to do so.
260. The CEO may approve leave with pay in circumstances including, but not limited to:
- a. the employee undertaking charity or community work (up to one day per calendar year)
  - b. moving house (one day per calendar year)
  - c. participating in international sporting events as a competitor or official (for the period required)
  - d. enabling an employee to attend their graduation ceremony (up to one day)
  - e. enabling an employee to attend their citizenship conferring ceremony (up to one day).
261. A casual employee experiencing family and domestic violence is able to access paid miscellaneous leave in accordance with clause 346. The CEO will also comply with any Government direction in granting casual employees paid miscellaneous leave.

### *Miscellaneous leave in lieu of Christmas closedown*

262. The CEO will grant employees (other than casual employees) an additional 2 days paid miscellaneous leave each calendar year in lieu of Christmas close down, subject to the operational requirements of AHL. The leave will not accrue from year to year.

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

### *NAIDOC leave*

263. Employees may access up to one day of paid leave per calendar year to participate in NAIDOC week activities.
264. NAIDOC leave can be taken in part days.

### *First Nations ceremonial leave*

265. 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.
266. The CEO may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
267. First Nations ceremonial leave can be taken as part days.

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

#### *Cultural leave*

269. The CEO may grant up to 3 days of paid leave per calendar year for the purpose of an employee attending significant religious or cultural obligations associated with the employees' particular faith or culture.

270. The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.

271. Cultural leave can be taken as part days.

272. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 265.

### **Parental leave**

273. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.

274. 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.

275. 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.

276. 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*

277. An employee is entitled to parental leave with pay as per clauses 279 and 280 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.

278. Employees newly engaged in AHL or who have moved to AHL from another APS agency are eligible for the paid parental leave in clauses 279 and 280 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 279 and 280, the balance is available to the employee.

279. 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**

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

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

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

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

281. **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.
282. **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.
283. **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*

284. 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:
- 284.1 is under 16 as at the day (or expected day) of placement
  - 284.2 has not lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement
  - 284.3 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
285. 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*

286. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is 2 weeks.
287. A stillborn child is a child:
- 287.1 who weighs at least 400g at delivery or whose period of gestation was 20 weeks or more
  - 287.2 who has not breathed since delivery, and
  - 287.3 whose heart has not beaten since delivery.

### *Pregnancy loss leave*

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

### *Premature birth leave*

290. 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*

291. 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 290 until after the legislated paid maternity leave is used.

## **Compassionate leave**

292. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- 292.1 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
  - 292.2 the employee or their spouse/partner has a miscarriage.
293. An employee may be asked to provide evidence to support their absences on compassionate leave.
294. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
295. For casual employees, compassionate leave is unpaid.

## **Bereavement leave**

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

## **Emergency response leave**

300. 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:
- a. the time engaged in the activity
  - b. reasonable travelling time
  - c. reasonable recovery time.
301. 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 CEO may provide additional emergency response leave with pay.
- 303.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.

- 302. Paid leave may be refused where the employee's role is essential to AHL's response to the emergency.
- 303. 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.
- 304. The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 305. Emergency response leave, with or without pay, will count as service.

### **Jury duty**

- 306. 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.
- 307. Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.
  - 307.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 308. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- 309. If the employee receives a payment from the court for attendance (which is not expense related such as an allowance or reimbursement), they must repay that amount to AHL for the period of absence. This will be administered in accordance with the overpayments clause (clauses 44 to 51).

### **Defence reservist leave**

- 310. The CEO will give an employee leave with or without pay to undertake:
  - 310.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS)
  - 310.2 Australian Defence Force Cadet Force obligations.
- 311. An employee who is a Defence Reservist can take leave with pay for:
  - 311.1 up to 4 weeks (20 days) in each financial year (pro rata for part time employees)
  - 311.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro rata for part time employees).
- 312. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
- 313. 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:
  - 313.1 Australian Navy Cadets
  - 313.2 Australian Army Cadets

- 313.3 Australian Air Force Cadets.
314. In addition to the entitlement at clause 311, 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.
315. Paid defence reservist leave counts for service.
316. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
317. Unpaid leave taken over 6 months counts as service, except for annual leave.
318. An employee will not need to pay their tax free ADF Reserve salary to AHL for any reason.

### **Defence service sick leave**

319. 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:
- 319.1 war-like service, or
  - 319.2 non-war like service.
320. An eligible employee can get 2 types of credits:
- 320.1 an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
    - (i) the day they start employment with the APS, or
    - (ii) the day DVA certifies the condition; or
  - 320.2 an annual credit of 3 weeks (15 days) defence service sick leave.
321. 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.
322. Unused annual credits can be built up to 9 weeks.
323. An employee cannot use annual credits until the initial credit is exhausted.
324. Defence service sick leave is paid and counts as service for all purposes.

### **Leave to attend proceedings**

325. 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.
326. An employee who is not covered under clause 325, 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 AHL.

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

### **Unauthorised absence**

329. If an employee is absent from duty without approval, the CEO may deem the employee to be on unauthorised absence, and all pay and other benefits provided under this agreement will cease to be available until the employee resumes duty or is granted leave. Any period of unauthorised absence will not count as service for any purpose, except as otherwise provided by legislation.

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

### **Blood donation**

- 330. 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.
- 331. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

### **Vaccinations**

- 332. AHL will offer annual influenza vaccinations to all employees at no cost.
- 333. Where AHL 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**

- 334. Employees, their partners, and their dependants/children will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by AHL and will be accessible on paid time.

### **Respect at work**

#### *Principles*

- 335. AHL values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. AHL recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
- 336. AHL 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*

- 337. AHL 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**

- 338. AHL will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.

339. AHL recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
340. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.
341. An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
  - 341.1 illness or injury affecting the employee resulting from family and domestic violence
  - 341.2 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
  - 341.3 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
  - 341.4 making arrangements for the employee's safety, or the safety of a close relative
  - 341.5 accessing alternative accommodation
  - 341.6 accessing police services
  - 341.7 attending court hearings
  - 341.8 attending counselling, and
  - 341.9 attending appointments with medical, financial or legal professionals.
342. 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.
343. 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.
344. These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.
345. 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.
346. 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.
347. Evidence may be requested to support AHL 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 AHL will require, unless the employee chooses to provide another form of evidence.
348. 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.

349. AHL will take all reasonable measures to treat information relating to family and domestic violence confidentially. AHL will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps AHL may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
350. Where AHL needs to disclose confidential information for purposes identified in clause 349, where it is possible AHL will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
351. AHL 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.
352. 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.
353. AHL 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.
354. 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**

355. AHL 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 AHL decisions.
356. 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.
357. Employees can, during their ordinary work hours, take time to:
  - 357.1 access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in AHL, and
  - 357.2 attend AHL mandated training about integrity.

## **First Nations cultural competency training**

358. The CEO will take reasonable steps to ensure all substantive, ongoing EL2 employees employed at the commencement of this agreement or any new substantive, ongoing EL2 employees who commence within the first 6 months of this agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.

359. 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**

360. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
361. AHL will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 362. In considering whether a space is appropriate, AHL should consider whether:
- 361.1 there is access to refrigeration
  - 361.2 the space is lockable, and
  - 361.3 there are facilities needed for expressing such as appropriate seating.
362. Where it is not practicable for an AHL site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
363. AHL will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
364. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.
365. Further information is available in policy.

## **Disaster support**

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

## Section 8: Performance and development

### Performance management

369. All ongoing and non-ongoing employees engaged for 12 months or longer will participate in the Performance Management Framework (the Framework).
370. The aim of the Framework is to support managers and employees to:
- 370.1 develop a culture of high performance in AHL
  - 370.2 align individual performance requirements with business requirements
  - 370.3 ensure employees have a clear understanding of their roles and the performance standards expected of them
  - 370.4 identify and plan for learning and development needs.
371. The principles of the Framework are:
- 371.1 Joint responsibility – employees and managers will participate in all aspects of the performance management process, including initiating reviews, and seeking and providing feedback as required.
  - 371.2 No surprises – the performance process will ensure that employees are aware of their performance progress. Managers should identify and address performance concerns at the earliest opportunity.
  - 371.3 Fair – the performance process will provide employees with an opportunity to respond to performance feedback, consistent with natural justice principles.
  - 371.4 Holistic – work outcomes and performance measures will be realistic, within the employee’s control and consistent with their work level.
372. Further information regarding the operation of the Framework is available in the Performance Management Policy and Guidelines.

### Workloads

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

## **Study assistance**

376. AHL is committed to supporting its employees to undertake further studies in areas relevant to an employee's role and AHL's corporate goals. As part of this commitment, the CEO may approve study assistance in the form of financial support and time-off from duty to attend classes and prepare for exams.
377. The level of financial assistance will be determined by the CEO and will be limited to reimbursement of 50 per cent of the costs of an approved course of study. Further information is contained in the Study Assistance Policy and Guidelines.

## **Learning and development**

378. Learning and Development opportunities for employees are supported through AHL's Learning and Development Strategy, which incorporates:
- a. orientation and induction
  - b. relevant training, including on-the-job training
  - c. mobility of employees
  - d. seminars, presentations, conferences and workshops
  - e. professional development opportunities.

## **Professional qualifications**

379. The CEO will approve payment for professional practice, memberships or other fees for those employees in positions where the CEO has determined that those professional skills, qualifications and memberships are required in order to enhance the performance or the effectiveness of AHL in the performance of its functions.

## Section 9: Travel and location-based conditions

### Travel

- 380. An employee who is required to travel overnight on AHL business will receive allowances, subject to CEO approval, to meet costs for reasonable expenses.
- 381. Where an employee can demonstrate that the prescribed allowance is insufficient to cover expenses, the CEO may approve payment of a greater amount.
- 382. Employees required to be absent from their usual place of work on official travel, for more than 10 hours but not absent overnight, will be paid, subject to CEO approval, 2 part-day travel meal allowances.
- 383. Further information is included in the AHL Staff Travel Policy.

### Relocation assistance

- 384. Where an existing employee is required to relocate at the request of AHL (such as on promotion or temporary transfer), the CEO will provide the employee 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.
- 385. Where an employee is required to relocate on engagement with AHL, the employee will be provided with financial relocation assistance.
- 386. Reasonable expenses associated with the relocation include:
  - 386.1 the cost of transport of the employee and their dependants by the most economical means
  - 386.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner
  - 386.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value
  - 386.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
- 387. Additional relocation assistance may be considered at the CEO's discretion.

### Remote localities

- 388. The CEO will approve payment of remote locality allowance to an employee residing in a remote locality which falls into Grade 1, 2, 3 or 4, in line with clause 394 of this agreement.
- 389. The level of remote locality allowance payable varies according to the grade of each remote locality as described in clause 394 of this agreement.

390. To be eligible to be paid the allowance for an eligible dependant and/or an eligible partner, the dependant or partner must reside with the employee, and their income, if any, must be less than the national minimum wage per annum.
391. An employee with a partner who is also entitled to the payment of remote locality allowance will be regarded as an employee without dependants for the calculation of remote locality allowance.
392. Where an employee is entitled to the payment of remote locality allowance on the day immediately prior to the commencement of a period of annual leave, the payment of remote allowance will continue during the period of annual leave, irrespective of where the employee resides during the leave.
393. An employee may, where the employee is in receipt of travelling allowance, be paid remote locality allowance in addition to travel allowance while temporarily stationed in a locality that would normally attract the payment of remote locality allowance, where the CEO considers this appropriate.
394. The annual rate of remote locality allowance payable for each grade of remote locality and location is listed in the table below.

Grade	Location	Rate from commencement of the agreement		Rate from 13 March 2025		Rate from 12 March 2026	
		With one or more eligible dependants and/or partner	Without eligible dependants	With one or more eligible dependants and/or partner	Without eligible dependants	With one or more eligible dependants and/or partner	Without eligible dependants
<b>Grade 1 (maintained)</b>	Cairns Townsville	\$2,076	\$1,044	\$2,155	\$1,084	\$2,228	\$1,121
<b>Grade 1</b>	Darwin Kalgoorlie	\$2,619	\$1,326	\$2,719	\$1,376	\$2,811	\$1,423
<b>Grade 2</b>	Alice Springs Mount Isa Broome Port Hedland	\$6,290	\$3,464	\$6,529	\$3,596	\$6,751	\$3,718
<b>Grade 3</b>	Katherine Nhulunbuy Tennant Creek Wadeye Thursday Island Kununurra	\$8,559	\$4,859	\$8,884	\$5,044	\$9,186	\$5,215
<b>Grade 4</b>	Derby	\$13,200	\$9,322	\$13,702	\$9,676	\$14,168	\$10,005

395. As a salary-related allowance, the values will continue to be increased in line with headline wage increases. These increases are incorporated in the rates in the table above
396. If a new hostel is established during the life of this agreement, the CEO will determine if the hostel falls within a remote locality using the APS Award Remoteness Formula, and, if so, assign the appropriate grade of allowance in accordance with clause 394 of this agreement.

# Section 10: Consultation, representation and dispute resolution

## Consultation

### *Principles*

397. 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.
398. AHL recognises:
- 398.1 the importance of inclusive and respectful consultative arrangements
  - 398.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions
  - 398.3 the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process
  - 398.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice, and
  - 398.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
399. Genuine and effective consultation involves:
- 399.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made
  - 399.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues
  - 399.3 considering feedback from employees and the relevant union(s) in the decision-making process, and
  - 399.4 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*

400. Consultation is required in relation to:
- 400.1 changes to work practices which materially alter how an employee carries out their work
  - 400.2 changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural)
  - 400.3 major change that is likely to have a significant effect on employees

- 400.4 implementation of decisions that significantly affect employees
  - 400.5 changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement), and
  - 400.6 other workplace matters that are likely to significantly or materially impact employees.
401. AHL, 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 AHL. 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*

402. This clause applies if AHL:
- 402.1 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
  - 402.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

*Representation*

403. 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.
404. AHL must recognise the representative if:
- 404.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation, and
  - 404.2 the employee or employees advise the employer of the identity of the representative.

*Major change*

405. In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:
- 405.1 the termination of the employment of employees
  - 405.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees
  - 405.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure)
  - 405.4 the alteration of hours of work
  - 405.5 the need to retrain employees
  - 405.6 the need to relocate employees to another workplace, or

- 405.7 the restructuring of jobs.
406. The following additional consultation requirements in clauses 407 to 413 apply to a proposal to introduce a major change referred to in clause 400.3.
407. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 401.
408. Where practicable, an AHL 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.
409. AHL must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
410. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 401, AHL must:
- 410.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
    - 410.1.1 the proposed change;
      - 410.1.1.1 the effect the proposed change is likely to have on the employees, and
      - 410.1.1.2 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
    - 410.1.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
      - 410.1.2.1 all relevant information about the proposed change, including the nature of the change proposed
      - 410.1.2.2 information about the expected effects of the proposed change on the employees, and
      - 410.1.2.3 any other matters likely to affect the employees.
411. AHL 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.
412. However, AHL is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
413. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of AHL, the requirements set out in clauses 407 to 411 are taken not to apply.

*Change to regular roster or ordinary hours of work*

414. The following additional consultation requirements in clauses 415 to 418 apply to a proposal to introduce a change referred to in clause 400.5.
415. AHL must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.

416. As soon as practicable after proposing to introduce the change, AHL must:
- 416.1 discuss with employees and the relevant union(s) and/or other recognised representatives the proposed introduction of the change, and
  - 416.2 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
    - 416.2.1 all relevant information about the proposed change, including the nature of the proposed change
    - 416.2.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees, and
    - 416.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees, and
  - 416.3 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).
417. However, AHL is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
418. AHL 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*

419. 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*.

## **AHL National Consultative Committee**

420. The CEO may establish an AHL National Consultative Committee to discuss relevant workplace matters.
421. The AHL National Consultative Committee will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.

## **APS consultative committee**

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

## **Dispute resolution**

423. If a dispute relates to:
- 423.1 a matter arising under the agreement, or

423.2 the National Employment Standards;

this term sets out procedures to settle the dispute.

424. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
425. 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.
426. 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.
427. 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 426 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
428. The Fair Work Commission may deal with the dispute in 2 stages:
- 428.1 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
  - 428.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - 428.2.1 arbitrate the dispute, and
    - 428.2.2 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 FW Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.*

429. While the parties are attempting to resolve the dispute using the procedures in this term:
- 429.1 an employee must continue to perform their work as they would normally in accordance with established custom and practice at AHL that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety, and
  - 429.2 subject to clause 429.1, 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:
    - 429.2.1 the work is not safe
    - 429.2.2 applicable work health and safety legislation would not permit the work to be performed
    - 429.2.3 the work is not appropriate for the employee to perform, or
    - 429.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.

430. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
431. Any disputes arising under the Aboriginal Hostels Limited Enterprise Agreement 2017 or the National Employment Standards that were formally notified under clauses 2.12 to 2.14 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*

432. Where the provisions of clauses 423 to 428 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 424, 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 427.

## **Delegates' rights**

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

*Supporting the role of union delegates*

436. AHL respects the role of union delegates to:
- 436.1 provide information, consult with and seek feedback from employees in the workplace on workplace matters
  - 436.2 consult with other delegates and union officials, and get advice and assistance from union officials
  - 436.3 represent the interests of members to the employer and industrial tribunals, and
  - 436.4 represent members at relevant union forums, consultative committees or bargaining.
437. AHL 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.
438. 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.
439. To support the role of union delegates, AHL will, subject to legislative and operational requirements, including privacy and security requirements:

- 439.1 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
  - 439.2 advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email
  - 439.3 allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications
  - 439.4 provide access to new employees as part of induction, and
  - 439.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
440. 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 AHL before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

## **Employee representational rights**

441. The right for an employee to belong to a union will be respected, as will the right not to belong to a union. The role of employee representatives will be respected and facilitated in accordance with the FW Act.

## Section 11: Separation and retention

### Resignation

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

### Payment on death of an employee

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

#### *Application*

- 446. The provisions in this part only apply to ongoing employees who are not on probation.
- 447. The CEO may declare an employee to be excess where:
  - 447.1 there is a greater number of employees at a particular classification than is necessary for the efficient and economical working of AHL
  - 447.2 the services of the employee cannot be effectively used because of technological or other changes in the methods, or changes in the nature, extent or organisation of the functions of AHL, or
  - 447.3 the duties usually performed by the employee are to be performed at a different locality, and the employee is not willing to perform duties at the locality and the CEO has determined that the provisions of this clause will apply to that employee.
- 448. Where the CEO becomes aware that an employee is likely to become excess (i.e. potentially excess), the CEO will discuss possible options with the employee, including:
  - a. to redeploy the employee at their current classification level, within AHL or elsewhere in the APS
  - b. to redeploy the employee at a lower classification level

- c. to invite employees who are not potentially excess to express an interest in a voluntary redundancy where this would allow the redeployment of the potentially excess employee and supports AHL's operational and business needs, or
- d. making the employee an offer of voluntary redundancy.

#### *Redeployment*

- 449. Where the CEO chooses options (a) or (b) from clause 448, AHL will examine all current or potential vacancies within AHL and will canvass managers to identify redeployment opportunities.
- 450. An excess employee who is an applicant for a vacancy in AHL at or below their substantive level will be considered in isolation from and not in competition with other applicants.
- 451. An excess employee may request that AHL canvass other APS agencies to identify possible redeployment opportunities. AHL may engage external redeployment providers to facilitate the process.
- 452. If after a reasonable period of time the CEO forms the view that redeployment is not feasible, or the employee expresses an interest in a voluntary redundancy, the CEO may consider the other options under clause 448.

#### *Voluntary Redundancy*

- 453. Where the CEO chooses to proceed with option (d) under clause 448 the CEO will, in writing, advise the employee they are excess and invite the employee to accept an offer of voluntary redundancy.
- 454. When voluntary redundancy is offered, AHL will provide the employee with the following:
  - 454.1 an estimate of their final entitlements, including severance pay and pay in lieu of notice and leave entitlements
  - 454.2 information on applicable taxation applying to the various payments
  - 454.3 information about the availability of career and financial counselling, and
  - 454.4 advice about obtaining information relating to superannuation.
- 455. AHL will reimburse reasonable costs (on production of receipt/s), for an employee considering voluntary redundancy to receive career and/or accredited financial counselling.
- 456. An employee who is made an offer of voluntary redundancy must either accept or decline the offer, in writing, not before 7 days and not later than 21 days, after the date on which the offer is made, unless the CEO agrees to alter those timeframes.
- 457. At any time prior to the date on which the employee's employment is terminated, the CEO may withdraw the offer of voluntary redundancy.
- 458. Excess employees will only be offered voluntary redundancy once during the redundancy process.

### *Redundancy Benefit*

459. An employee who elects to accept an offer of voluntary redundancy and whose employment is terminated by the CEO under Section 29 of the PS Act on the grounds that they are excess to the requirements of AHL, is entitled to payment of a redundancy benefit of an amount equal to 2 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 NES.
460. The minimum sum payable will be 4 weeks' salary and the maximum sum payable will be 48 weeks' salary.
461. 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 of full-time service, subject to any minimum amount the employee is entitled to under the NES.
462. Where an employee agrees to accept the offer of voluntary redundancy, the CEO may terminate the employee's employment under Section 29 of the PS Act by giving the required period of notice. The period of notice will be 5 weeks for an employee over 45 with at least 5 years of continuous service, or 4 weeks for other employees.
463. Where an employee is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.

### *Service for redundancy pay*

464. Service for redundancy pay purposes means:
- 464.1 service in the Australian Public Service (APS)
  - 464.2 Government service as defined in Section 10 of the Long Service Leave Act 1976
  - 464.3 service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes
  - 464.4 service with the Australian Defence Forces
  - 464.5 service in another agency, where the employee was moved from the APS to that agency with a transfer of function; or an employee engaged by that agency on work within a function is appointed as a result of the transfer of that function to the APS; and such service is recognised for long service leave purposes.
465. For any service prior to the employee's current AHL service to count for redundancy pay, there must be no break between the periods of service, except where the break was less than one month and occurred where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the former employer.
466. Any prior period of service terminated by way of the following will not count for service for redundancy pay purposes:
- 466.1 an employee being excess to requirements
  - 466.2 an employee lacking or losing an essential qualification

- 466.3 physical or mental incapacity
  - 466.4 non-performance or unsatisfactory performance of duties
  - 466.5 failure to complete an entry-level training course
  - 466.6 failure to meet a condition imposed under subsection 22(6) of the PS Act
  - 466.7 breach of the APS Code of Conduct, or
  - 466.8 voluntary retirement at or above the minimum retiring age applicable to the employee or with the payment of an employer-financed retirement benefit.
467. Absences from work that do not count as service for long service leave purposes will not be recognised as service for redundancy pay purposes.

*Retention period*

468. An excess employee who declines an offer of voluntary redundancy will be entitled to the following period of retention, commencing from the date the employee receives their offer of voluntary redundancy:
- 468.1 56 weeks where the employee has 20 years or more service or is over 45 years of age, or
  - 468.2 30 weeks for all other employees.
469. If an employee is entitled to a redundancy payment under the NES, the retention period at clause 468 will be reduced by the employee's redundancy pay entitlement under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).
470. During the retention period, AHL will continue to take reasonable steps to find alternative employment for the excess employee, including advising the employee of any employment opportunities known to AHL. With 4 weeks' notice, AHL may reassign the excess employee to a lower APS classification. In those circumstances, the employee will receive income maintenance to maintain their salary at the previous higher level for the balance of the retention period.
471. During the retention period, the employee will take reasonable steps to find alternative employment and will actively participate in learning and development activities, trial placements or other arrangements to assist in obtaining a permanent position.
472. An excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these are not met by the prospective employer.
473. Where an excess employee is required to move their household to a new locality as a result of taking an employment offer before the end of the retention period, they will be entitled, subject to CEO approval, to reasonable expenses where these are not met by the prospective employer.

*Retention period – early termination*

474. Where the CEO is satisfied that there is insufficient productive work available for the employee within AHL during the remainder of the retention period and that there are no reasonable redeployment prospects in the APS, the CEO may, with the agreement of the employee, terminate the employee's employment under section 29 of the PS Act.
475. Where an employee's employment is terminated in accordance with clause 474, they will be paid a lump sum comprising:
- 475.1 the balance of the retention period (as shortened for the NES under clause 469) and this payment will be taken to include the payment in lieu of notice of termination of employment, and
  - 475.2 the employee's NES entitlement to redundancy pay.

*Involuntary redundancy*

476. Subject to clauses 477 and 478 of this agreement, the CEO may involuntarily terminate the employment of an excess employee, under subsection 29(3) of the PS Act, at the end of the retention period as defined in clause 468.
477. An excess employee will not have their employment terminated involuntarily if they have not been invited to accept an offer of voluntary redundancy under the terms of clause 459.
478. An excess employee will not have their employment terminated involuntarily without being given 4 weeks' notice. However, employees over 45 years of age with at least 5 years' continuous service will be given 5 weeks' notice. This notice period will, as far as practicable, be concurrent with the employee's retention period as defined in clause 468.
479. Where an employee is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.

# ATTACHMENT A – SALARY RATES

**Table 3: Base salaries**

Classification	Salary rates as at 31 August 2023	Salary levels	New salary rates From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS1	\$50,158	1	\$52,164	\$54,516	\$57,497
	N/A - New Pay Point	2	\$53,560	\$56,151	\$59,222
	N/A - New Pay Point	3	\$55,120	\$57,787	\$60,946
APS2	\$54,306	1	\$56,774	\$59,520	\$62,775
	\$54,306				
	\$54,690	2	\$58,477	\$61,306	\$64,658
	N/A - New Pay Point	3	\$60,231	\$63,145	\$66,598
	N/A - New Pay Point	4	\$61,883	\$64,877	\$68,425
APS2 (GSO6)	\$54,306	1	Transition to APS2.1 – \$56,774	GSO 6 no longer in use	
	\$54,306	2	Transition to APS2.1 – \$56,774		
	\$54,306	3	Transition to APS2.1 – \$56,774		
APS3	\$59,814	1	\$63,740	\$66,823	\$70,477
	\$60,220				
	\$60,627				
	N/A - New Pay Point	2	\$65,652	\$68,828	\$72,591
	N/A - New Pay Point	3	\$67,622	\$70,893	\$74,769
	N/A - New Pay Point	4	\$69,476	\$72,837	\$76,820
APS3 (GSO7)	\$59,814	1	Transition to APS3.1 – \$63,740	GSO 7 no longer in use	
	\$59,857	2	Transition to APS3.1 – \$63,740		
	\$59,903	3	Transition to APS3.1 – \$63,740		

Classification	Salary rates as at 31 August 2023	Salary levels	New salary rates From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
<b>APS3 (GSO8)</b>	\$61,102	1	Transition to APS3.1 – \$63,740	GSO 8 no longer in use	
	\$62,972	2	Transition to APS3.2 – \$65,652		
	\$64,840	3	Transition to APS3.3 – \$67,622		
<b>APS4</b>	\$67,366	1	\$71,560	\$75,022	\$79,125
	\$67,669				
	\$67,974				
	N/A - New Pay Point	2	\$73,707	\$77,273	\$81,499
	N/A - New Pay Point	3	\$75,918	\$79,591	\$83,944
N/A - New Pay Point	4	\$78,001	\$81,775	\$86,246	
<b>APS5</b>	\$75,040	1	\$80,450	\$84,228	\$88,834
	\$77,356				
	\$79,671	2	\$82,858	\$86,007	\$91,499
	N/A - New Pay Point	3	\$87,572	\$90,900	\$93,991
	N/A - New Pay Point	4	-	\$91,809	\$96,829
<b>APS6</b>	\$82,715	1	\$90,199	\$94,563	\$99,734
	\$84,846				
	\$86,978	2	\$93,807	\$98,346	\$103,723
	N/A - New Pay Point	3	\$97,559	\$102,280	\$107,872
	N/A - New Pay Point	4	\$101,022	\$105,910	\$111,701
<b>EL1</b>	\$104,763	1	\$110,724	\$115,443	\$121,755
	\$106,465				
	\$108,169	2	\$112,496	\$118,906	\$125,408
	N/A - New Pay Point	3	\$115,871	\$122,473	\$129,170
	N/A - New Pay Point	4	\$120,025	\$125,832	\$132,713
<b>EL2</b>	\$124,498	1	\$129,478	\$134,398	\$140,675
	\$126,133	2	\$131,178	\$137,929	\$142,619
	\$127,769	3	\$132,880	\$143,947	\$148,841
	N/A - New Pay Point	4	\$138,677	\$145,386	\$153,336

## 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 class of work for which an employee is engaged.

**Supported Wage System (SWS)** means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the JobAccess website ([jobaccess.gov.au](http://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 class 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 4: Applicable percentage of relevant minimum wage paid to applicable employees**

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

6. Provided that the minimum amount payable to an employee to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order.  
Note: The minimum amount payable is reviewed every year in July.
7. Where an employee's assessed capacity is 10%, 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 Act.

*Lodgement of SWS wage assessment agreement*

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

### *Review of assessment*

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

### *Other terms and conditions of employment*

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

### *Workplace adjustment*

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

### *Trial period*

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