

# DECISION

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



**Commonwealth of Australia, represented by the Great Barrier Reef Marine Park Authority**  
(AG2024/823)

## **GREAT BARRIER REEF MARINE PARK AUTHORITY ENTERPRISE AGREEMENT 2024-2027**

Commonwealth employment

DEPUTY PRESIDENT COLMAN

MELBOURNE, 27 MARCH 2024

*Application for approval of the Great Barrier Reef Marine Park Authority Enterprise Agreement 2024-2027*

[1] The Commonwealth of Australia, represented by the Great Barrier Reef Marine Park Authority (Authority), has applied under s 185 of the *Fair Work Act 2009* (Act) for approval of an enterprise agreement, the *Great Barrier Reef Marine Park Authority Enterprise Agreement 2024-2027* (the Agreement).

[2] I am satisfied that the requirements of ss 186, 187 and 188 have been met. In particular, I am satisfied that the Agreement passes the ‘better off overall test’ (BOOT). The Agreement contains numerous terms that are more beneficial to employees than those in the relevant award, including substantially higher salaries and employer superannuation contributions, and enhanced entitlements to leave. These terms outweigh the few terms which, in certain respects, are less beneficial than those in the award. In my view each award covered employee and each reasonably foreseeable employee will be better off overall under the Agreement. I reach this conclusion having undertaken the global assessment required by s 193A(2), and having considered the views of the Authority and the Community and Public Sector Union (CPSU), which are that the Agreement passes the BOOT (see s 193A(3) and (4)).

[3] The CPSU has given notice under s 183 that it wants the Agreement to cover it. As required by s 201(2), I note that the Agreement covers the CPSU. The Agreement was approved on 27 March 2024 and will operate from 3 April 2024.



DEPUTY PRESIDENT

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# GREAT BARRIER REEF MARINE PARK AUTHORITY

## ENTERPRISE AGREEMENT 2024-2027



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## Section 1: Technical matters

### Title

1. This agreement will be known as the *Great Barrier Reef Marine Park Authority Enterprise Agreement 2024-2027*.

### Parties to the agreement

2. This agreement covers:
  - 2.1 the Chief Executive Officer of the Reef Authority, for and on behalf of the Commonwealth of Australia as the employer;
  - 2.2 all employees in the Reef Authority employed under the PS Act other than:
    - 2.2.1 Senior Executive Service employees or equivalent; or
    - 2.2.2 any employee whose salary is not paid by the Reef Authority; and
  - 2.3 subject to notice being given in accordance with section 183 of the FW Act, the following employee organisation which was a bargaining representative for this agreement:
    - 2.3.1 the Community and Public Sector Union.

### Operation of the agreement

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

### Delegations

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

### National Employment Standards (NES) precedence

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

### Closed comprehensive agreement

7. This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.
8. This agreement will be supported by policies and guidelines, as implemented and varied, from time to time.

9. Policies and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this agreement, the terms of this agreement will prevail.

### **Individual flexibility arrangements**

10. The Reef Authority and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- 10.1 the arrangement deals with one or more of the following matters:
    - 10.1.1 arrangements about when work is performed;
    - 10.1.2 overtime rates;
    - 10.1.3 penalty rates;
    - 10.1.4 allowances;
    - 10.1.5 remuneration; and
    - 10.1.6 leave and leave loading; and
  - 10.2 the arrangement meets the genuine needs of the Reef Authority and employee in relation to one or more of the matters mentioned in clause 10.1; and
  - 10.3 the arrangement is genuinely agreed to by the Reef Authority and employee.
11. The Reef Authority must ensure that the terms of the individual flexibility arrangement:
- 11.1 are about permitted matters under section 172 of the FW Act;
  - 11.2 are not unlawful terms under section 194 of the FW Act; and
  - 11.3 result in the employee being better off overall than the employee would be if no arrangement was made.
12. The Reef Authority must ensure that the individual flexibility arrangement:
- 12.1 is in writing;
  - 12.2 includes the name of the Reef Authority and employee;
  - 12.3 is signed by the Reef Authority and employee, and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - 12.4 includes details of:
    - 12.4.1 the terms of this agreement that will be varied by the arrangement;
    - 12.4.2 how the arrangement will vary the effect of the terms;
    - 12.4.3 how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  - 12.5 states the day on which the arrangement commences.
13. The Reef Authority must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
14. The Reef Authority or employee may terminate the individual flexibility arrangement:

- 14.1 by giving no more than 28 days written notice to the other party to the arrangement; or
  - 14.2 if the Reef Authority and employee agree in writing – at any time.
15. The Reef Authority and employee are to review the individual flexibility arrangement at least every twelve (12) months.

## Definitions

16. The following definitions apply to this agreement:

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

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

**Agreement** means the *Great Barrier Reef Marine Park Authority Enterprise Agreement 2024-2027*.

**APS** means the Australian Public Service.

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

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

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

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

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

**Chief Executive Officer** means the Chief Executive Officer of the Reef Authority or the Chief Executive Officer's delegate.

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

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

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

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

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

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

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

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

**Family** means:

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

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

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

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

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

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

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

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

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

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

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

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

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

**Primary caregiver** for the purpose 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.

**Reef Authority** means the Great Barrier Reef Marine Park Authority.

**Relevant employee** means an affected employee.

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

## **Usual location of work**

17. The employee's standard place of work will be the designated office location identified in the employee's letter of offer or other engagement documentation. If no designated office location was specified on engagement, the Chief Executive Officer may specify a designated work location by advising the employee in writing.
18. The Reef Authority and an employee may agree to vary the employee's designated work location on a temporary or permanent basis.

## Section 2: Remuneration

### Salary

19. Salary rates will be as set out in Attachment A – Base Salaries of this agreement.
20. The base salary rates in Attachment A – Base Salaries include the following increases:
  - 20.1 4.0 per cent from the first full pay period on or after 1 March 2024 (the 14 March 2024);
  - 20.2 3.8 per cent from the first full pay period on or after 1 March 2025 (the 13 March 2025); and
  - 20.3 3.4 per cent from the first full pay period on or after 1 March 2026 (the 12 March 2026).
21. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the base salary rates in Attachment A – Base Salaries were calculated based on salary rates as at 31 August 2023.

### Payment of salary

22. 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.

23. At an employee's request, deductions may be made prior to the employee's fortnightly salary being transferred into their nominated account.

### Salary packaging

24. Ongoing employees or non-ongoing employees with contracts of greater than two (2) years may choose to sacrifice part or all of their salary in exchange for non-cash benefits.
25. All additional costs incurred as a result of any salary packaging arrangement, including any fringe benefits tax and administrative transaction costs, will be met by the employee on a salary sacrifice basis.

### Salary setting

26. Where an employee is engaged, moves to, or is promoted in the Reef Authority, the employee's salary will be paid at the minimum pay point of the salary range of the relevant classification, unless the Chief Executive Officer determines a higher salary within the relevant salary range under these salary setting clauses.
27. The Chief Executive Officer may determine the payment of salary at a higher pay point within the relevant salary range of the relevant classification and the date of effect at any time.

28. In determining a salary under these salary setting clauses, the Chief Executive Officer will have regard to a range of factors (as relevant) including the employee's experience, qualifications, and skills.
29. Where an employee commences ongoing employment in the Reef Authority immediately following a period of non-ongoing employment in the Reef Authority for a specified term or task, the Chief Executive Officer will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the Reef Authority.
30. Where an employee commences ongoing employment in the Reef Authority immediately following a period of casual employment in the Reef Authority, the Chief Executive Officer will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the Reef Authority.
31. Where an APS employee moves to the Reef Authority at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the Chief Executive Officer will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
32. Where an employee elects to move to a lower classification (for reasons other than misconduct or under-performance), salary will be payable at the highest pay point (not performance point) in the salary range of the lower classification.
33. Where an employee requests, in writing, to temporarily perform work at a lower classification level, salary will be payable at the top pay point (not performance point) in the salary range of the lower classification.
34. Where the Chief Executive Officer determines that an employee's salary has been incorrectly set, the Chief Executive Officer may determine the correct salary and the date of effect.

### **Incremental advancement**

35. Employees (other than casual employees) will be eligible to advance one (1) salary pay point on 1 July each year, subject to:
  - 35.1 achieving an effective performance rating during the most recent performance management cycle; and
  - 35.2 six (6) months of aggregate eligible service in the Reef Authority at or above the relevant classification level during the most recent annual performance management cycle. If an employee has less than six (6) months of aggregate eligible service, the Chief Executive Officer may exercise their discretion to determine a higher salary under the salary setting clause in this agreement.
36. Eligible service for salary progression includes:
  - 36.1 periods of paid leave and unpaid parental leave;
  - 36.2 periods of unpaid leave that count as service; and
  - 36.3 service while employed on a non-ongoing basis.
37. During a period of unpaid parental leave, employees will be eligible to advance a maximum of one (1) salary pay point, regardless of the length of unpaid parental leave.

38. 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.

## **Superannuation**

39. The Reef Authority will make compulsory employer contributions as required by the applicable legislation and fund requirements.
40. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
41. The Reef Authority will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the Reef Authority's payroll system.

### *Method for calculating superannuation salary*

42. The Reef Authority will provide an employer contribution of 15.4 per cent of the employee's Ordinary Time Earnings (OTE) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation funds.
43. Employer contributions will be made for all employees covered by this agreement.
44. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

### *Payment during unpaid parental leave*

45. Employer contributions will be paid on periods of unpaid parental leave at the employee's nominal base salary for periods of leave up to a maximum of 52 weeks.

## **Overpayments**

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

employee's circumstances, and any potential hardship to the employee. The arrangement will be documented in writing.

51. The Reef Authority and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
52. Interest will not be charged on overpayments.
53. Nothing in clauses 46 to 52 prevents:
  - 53.1 the Reef Authority from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
  - 53.2 the Reef Authority from pursuing recovery of the debt through other available legal avenues; or
  - 53.3 the employee or the Reef Authority from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

## Section 3: Allowances and reimbursements

### Higher duties allowance

54. Where a role needs to be filled for at least five (5) working days or two (2) working weeks, whichever period is shorter, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification. Payment will be made for the whole period from the first day.
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 Chief Executive Officer.
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 Chief Executive Officer 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 five (5) working days or two (2) working weeks, whichever period is shorter.
59. The Chief Executive Officer may shorten the qualifying period for higher duties allowance on a case-by-case basis.
60. Higher duties allowance will continue to be payable during periods of paid leave and public holidays for the period of the higher duties arrangement.

### Allowances

#### *Dive allowance*

61. An employee who performs underwater diving duties or performs the duties of Dive Supervisor for a day or part of a day is entitled to be paid, for each day or part of a day, an allowance. The rate will be:

Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$29.12 per day or part day	\$30.23 per day or part day	\$31.25 per day or part day

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

#### *Healthy lifestyle allowance*

63. The Reef Authority will reimburse employees for expenditure on healthy lifestyle activities and personal needs up to \$180.00 each financial year.
64. Subject to clause 65, the healthy lifestyle activities and personal needs that will be accepted for reimbursement under this clause include, but are not limited to:

- 64.1 gym membership;
  - 64.2 health facility membership;
  - 64.3 exercise classes (including yoga and pilates);
  - 64.4 weight loss programs;
  - 64.5 purchase of exercise equipment;
  - 64.6 purchase of exercise-related clothing and footwear; and
  - 64.7 programs to assist with quitting smoking, gambling, or drug or alcohol addiction.
65. The following will not be accepted for reimbursement under this clause:
- 65.1 prescription medication (other than for the purposes of clause 64.4 or 64.7);
  - 65.2 private health insurance premiums; and
  - 65.3 services that are claimable via Medicare or a private health insurer.
66. An employee seeking to claim the healthy lifestyle allowance must:
- 66.1 produce a receipt or receipts containing details of the healthy lifestyle activities and personal needs for which reimbursement is sought; and
  - 66.2 certify that the expenditure on the healthy lifestyle activities and personal needs for which reimbursement is sought:
    - 66.2.1 is for their personal use; and
    - 66.2.2 has not already been reimbursed by the Reef Authority or another person or organisation (including a private health insurer or other Commonwealth agency such as the Australian Taxation Office).

*Christmas closedown working allowance*

67. An employee required to work any of the three (3) days (non-public holidays) during the Christmas closedown period outlined in clause 238 will receive:
- 67.1 a day in lieu for each day worked during the period; and
  - 67.2 an allowance for each day worked during the period. The rate will be:

Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$127.92 per day	\$132.78 per day	\$137.30 per day

68. As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated into the rates in the table above.
69. An employee working 'on restriction' pursuant to clause 160 will not be entitled to this allowance. Where an employee, other than an executive level employee, is restricted and is required to perform work, they will be paid overtime in accordance with clause 166.

*Great Barrier Reef Aquarium – Easter Saturday allowance*

70. Great Barrier Reef Aquarium employees who work on the Saturday known as Easter Saturday will receive a salary loading to provide a total payment of double time and a half for that day or part day.

*Extra dependant care costs*

- 71. The Chief Executive Officer may authorise reimbursement of reasonable expenses arising from additional dependant care arrangements which are necessary due to the employee being required to:
  - 71.1 travel for business purposes; or
  - 71.2 attend a meeting outside the bandwidth, where required by a General Manager.
- 72. The request for reimbursement must be approved in writing by the Chief Executive Officer prior to the business travel or meeting attendance.
- 73. If approved, the reimbursement request must be accompanied by a receipt or receipts containing details of the reasonable expenses for which reimbursement is sought.

*Overtime meal allowance*

- 74. A meal allowance will be paid where an employee works more than two (2) hours continuous overtime duty on a weekday or four (4) hours continuous overtime duty on a weekend or public holiday.
- 75. Where an employee works nine (9) hours continuous overtime, an additional meal allowance will be paid.

*Mature age workers' benefits*

- 76. Employees over 50 years will be eligible for a payment up to the value of \$600 towards obtaining independent financial advice once during this agreement.

**Workplace responsibility allowances**

- 77. A workplace responsibility allowance will be paid where the Reef Authority has appointed or elected an employee to one (1) of the following roles:
  - a. First Aid Officer;
  - b. Health and Safety Representative;
  - c. Emergency Warden;
  - d. Harassment Contact Officer; and
  - e. Mental Health First Aid Officer.
- 78. An employee is not to receive more than one (1) workplace responsibility allowance unless approved by the Chief Executive Officer due to operational requirements.

79. The rate will be:

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

- 80. As a salary-related allowance, this value will continue to be increased in line with the headline wage increases. These increases are incorporated in the rates in the table above.
- 81. The full allowance is payable regardless of flexible work and part-time arrangements.

82. An employee’s physical availability to undertake the role will be considered by the Reef Authority 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 Health First Aid Officers, and Health and Safety Representatives depending on work group arrangements.
83. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the rates above), as varied from time to time, provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

### Community language allowance

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

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

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

## Section 4: Classifications and broadbands

### Work Level Standards

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

### Broadbands

91. Positions may be broadbanded across two (2) APS classifications as follows:
- 91.1 APS Level 1 / APS Level 2;
  - 91.2 APS Level 3 / APS Level 4;
  - 91.3 APS Level 4 / APS Level 5; and
  - 91.4 APS Level 5 / APS Level 6.
92. Employees may progress past the work barrier in the classifications listed in clause 91 where a manager provides written evidence of the following:
- 92.1 work is available at the level beyond the work barrier;
  - 92.2 funds are available within the designated work area;
  - 92.3 the employee has demonstrated the knowledge, skills, abilities, and attributes required to undertake the work at the next work level barrier; and
  - 92.4 the employee has had their performance assessed as effective through the annual performance and development scheme.
93. Further information on broadbanding can be found in the Reef Authority's Recruitment and Selection Policy.

## Section 5: Working hours and arrangements

### Job security

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

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

#### *Reporting*

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

#### *Pathways to permanency*

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

### Casual (irregular or intermittent) employment

97. A casual (irregular or intermittent) employee is defined in the definitions section.
98. A decision to expand the use of casual employees is subject to section 10 of this agreement.
99. The Reef Authority will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
100. 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.
101. 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.
102. A casual employee will be engaged for a minimum of three (3) hours per engagement or shall be paid for a minimum of three (3) hours at the appropriate casual rate.
103. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

### Non-ongoing employment

104. A non-ongoing employee is defined in the definitions section.
105. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:

- 105.1 personal/carer's leave accrual at clause 271;
  - 105.2 redundancy provisions at section 11, subject to clause 106; and
  - 105.3 otherwise stated in the provisions contained in this agreement.
106. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at section 11 of this agreement will apply.
107. If the redundancy provisions apply to an employee under clause 106, the Reef Authority must adhere to the consultation requirements at section 10 of this agreement.

## **Working hours**

### *Standard working hours*

108. The ordinary hours of work for full-time employees (other than shift workers) are 37 hours 30 minutes per week, to be worked on the basis of 7 hours 30 minutes per day. The ordinary hours of work for shift workers are a total of 75 hours per two-week period.
109. The usual days of work will be Monday to Friday (inclusive), except for areas of the Great Barrier Reef Aquarium and the Field Operations Team.
110. For a part-time employee, the ordinary hours of work are those agreed in their part-time work agreement or designated for their position.

### *Working hours (standard span of hours)*

111. Subject to clause 109, the standard span of hours during which employees may work their ordinary hours is between 7.00am and 7.00pm, Monday to Friday (inclusive).
112. Where an employee specifically requests to work outside the span of hours for a limited period, they may do so with the prior agreement of their manager. Any such arrangement is subject to review within a two (2) week period.
113. Wherever practical, official travel should be undertaken within an employee's ordinary hours of work or within the span of hours where flextime applies. Where employees are required to undertake official travel or attend business functions outside of the span of hours, the time will be recorded as flextime (on an hour-for-hour basis).

### *Core hours of work*

114. All employees must attend work during the core hours unless they have the prior approval of their manager to be absent on flextime/EL TOIL or other leave. Core hours for full-time employees are 9.30am to 12.00pm and 2.00pm to 4.00pm.

### *Meal break*

115. Employees must take a minimum unpaid meal break of 30 minutes after working continuously for a five (5) hour period.

### *Recording working hours*

116. All employees are required to record the times they commence and finish work (including breaks taken) each day.

117. Employees at the APS 1 to APS 6 classifications must record their working hours each day on a timesheet. The timesheet (approved by the employee's manager) must be submitted to People Services within one (1) week of the end date of the timesheet except in exceptional circumstances.
118. Employees at the executive level classifications must (at a minimum) keep diary notes of their working hours each day.

#### *Rest break*

119. It is a minimum requirement that employees have an eight (8) hour break between the cessation of work on one (1) day and commencement of duty on the following working day. From time to time, extraordinary operational requirements may not allow a minimum of an eight (8) hour break. Clause 159 refers to instances where a minimum break is not possible.
120. Employees must be consulted if the minimum eight (8) hour break cannot be provided and sufficient time allowed for the employee to make arrangements to accommodate the work schedule.

#### *Unexpected and unauthorised absences*

121. Where an employee is unexpectedly unable to attend work, the employee or the employee's representative (where the employee is unable to) must contact the employee's manager before 9.30am other than in exceptional circumstances. If the employee's manager is not available or is unable to be contacted, the employee must attempt to contact another member of the area's management team. If no manager is able to be contacted, the employee must make contact with a member of their immediate team.
122. If an employee is absent from duty without approval or without first following the process in clause 121, all entitlements (including pay and allowances) cease until the employee resumes duty or is granted leave.
123. Unauthorised absence does not count as service for any purpose.

#### *Office hours*

124. Reef Authority offices (other than the Great Barrier Reef Aquarium) will be open to provide services to clients, both internal and external, between 8.30am and 5.00pm, Monday to Friday, except for regional offices which may be closed for operational reasons.

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

125. APS 1 to APS 6 classification employees are eligible to accrue flextime for duty performed in excess of their ordinary hours of work (over the settlement period), but which does not attract overtime.
126. Employees who work on a shift roster or fixed daily hours do not have access to flextime.

#### *Settlement period*

127. Employees working flextime are subject to a four (4) week settlement period (150 hours of work), commencing on a Thursday payday and finishing on a Wednesday. The settlement periods for each financial year will be from the beginning of the first pay period through to the

end of the second pay period and each pair of pay periods thereafter for the balance of the financial year.

*Maximum flex credit*

128. A flex credit of 37 hours 30 minutes is the maximum an employee may carry over from one (1) settlement period to the next.
129. A flex credit carryover above 37 hours 30 minutes may be approved by the Chief Executive Officer if satisfied that the employee and their manager have reached agreement on how the flex credit will be reduced to 37 hours 30 minutes or below over the next settlement period.

*Flex leave*

130. Subject to operational requirements, accrued flex leave may be taken during a settlement period with the prior approval of the employee's manager.
131. Accrued flex leave that is taken should not accrue a flex debit. Special circumstances may arise where flex needs to be taken, resulting in a flex debit. Employees must seek prior approval from their manager to accrue a flex debit.
132. Flex leave may be taken in conjunction with all forms of other leave except for personal leave (for the purposes of personal illness/injury) or to break a period of long service leave.
133. When an employee is ceasing employment with the Reef Authority, any flex credit that is not used before leaving the Reef Authority will be forfeited.

*Maximum flex debit*

134. In circumstances where an employee's flex debit exceeds the maximum (10 hours) at the end of the settlement period, the employee will endeavour to reduce the debit to the maximum allowable (or lower) over the next settlement period.
135. Should this not occur, the amount by which the maximum flex debit is exceeded will be treated as other leave (without pay) and an appropriate deduction made from the employee's pay or annual leave.

*Reversion to non-flexible hours*

136. Employees may be reverted to non-flexible hours (i.e. fixed) hours where there is evidence of misuse of flextime arrangements.
137. Reversion to fixed hours will not occur in response to a first minor instance of the circumstance outlined in clause 136.
138. Where reversion to fixed hours is being considered, the manager will discuss the proposed action with the employee prior to making their decision.
139. Where an employee has been reverted to fixed hours, the employee will work 7 hours 30 minutes per day. Unless otherwise agreed with the manager, the employee will work from 8.30am to 12.30pm and 1.30pm to 5.00pm.
140. Access to flextime arrangements may be restored where the manager is satisfied the flextime arrangement will not be misused.

## **Executive level time off in lieu (EL TOIL)**

141. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
142. EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the Reef Authority.
143. 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.
144. 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.
145. 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.
146. 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.
147. Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

## **Overtime and restriction**

### *Overtime*

148. Overtime is only to be worked with the prior approval of the Delegate.
149. Overtime is payable for work performed:
  - 149.1 outside the span of hours; or
  - 149.2 in excess of ten (10) hours on any one (1) day (excluding meal breaks),by a full-time employee at the APS 1 to APS 6 classifications.
150. For part-time employees at the APS 1 to APS 6 classifications, overtime is payable for work performed:
  - 150.1 which is not continuous with the employee's ordinary hours of work agreed in the employee's part-time work arrangement or designated for the position; and/or
  - 150.2 beyond the total ordinary hours of work over the settlement period specified in the employee's part-time work arrangement or designated for the position.

For the purpose of determining whether overtime is continuous with an employee's ordinary hours of work, meal periods are to be disregarded.
151. An employee will not be routinely requested to work overtime which results in more than twelve (12) consecutive working days.
152. Where an employee who has a flex debit is pre-approved by the Delegate to work overtime, they will use their flex debit (at the overtime rate) before overtime is payable.

153. Overtime will not be paid for time spent on approved official travel or functions which would otherwise be payable as overtime. This time will be recorded as flextime or time off in lieu (TOIL), as appropriate, on an hour-for-hour basis. Wherever practical, official travel should be undertaken within an employee’s ordinary hours of work or within the span of hours where flextime applies.
154. TOIL is the usual form of recompense for overtime. A Delegate may authorise the payment of overtime in circumstances where:
- 154.1 it is unlikely that the employee will be able, or has been unable, to take TOIL within two (2) months of the overtime having been worked; or
- 154.2 the employee has incurred costs as the result of having to work overtime.
155. Overtime is payable, and TOIL calculated, as follows:

Overtime Period	Overtime Rates
Monday to Saturday	Time and a half (150% of the ordinary rate of pay) for the first three (3) hours, and double time (200% of the ordinary rate of pay) for each hour worked thereafter.
Sunday	Double time (200% of the ordinary rate of pay) for each hour worked.
Public Holiday*	Double time and a half (250% of the ordinary rate of pay) for each hour worked.

\*Payment rate for overtime duty on a public holiday includes any ordinary salary for that day (such as for a non-shift worker on a weekday).

156. An employee, other than an executive level (EL) employee, who is required to work overtime, will be paid a minimum of three (3) hours overtime.
157. EL employees should refer to clauses 141 to 147 of this agreement regarding EL TOIL.
158. Where an employee has worked overtime, they must have an eight (8) hour break, plus reasonable travelling time between home and the workplace, before recommencing work without incurring any loss of pay.
159. Where a break is not possible due to operational requirements, the employee will be paid double time until they have had an eight (8) hour break, plus reasonable travelling time between home and the workplace.

*Restriction*

160. An employee may be required to be ‘on restriction’, which means they are readily contactable, may have restrictions placed on their mobility, such as distance from their home or the workplace, and are ready and available to perform work outside the employee’s ordinary hours of work.
161. The term ‘ready and available to perform work’ means that the employee:
- 161.1 is not fatigued\*; and
- 161.2 in all other aspects, is fit for work.

\* It is recognised that both the employee and their manager have work health and safety obligations to manage fatigue.

162. Where an employee is required by their manager to be on restriction, the Chief Executive Officer may approve the payment of a restriction allowance. The rate will be:

Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$4.47 per hour	\$4.64 per hour	\$4.80 per hour

163. As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated into the rates in the table above.
164. An employee cannot be paid restriction allowance when being paid emergency duty or overtime for the same period.
165. An employee will only be required to be restricted a maximum of 14 days in any 28-day period (calendar days).
166. For any 24-hour period, an employee, other than an EL employee, who is on restriction and is recalled to work will be paid a minimum of two (2) hours overtime in lieu of the restriction allowance for that time.
167. An EL employee who is on restriction and is recalled to work should refer to clauses 141 to 147 of this agreement.

### Emergency duty

168. Where an employee, at the APS 1 to APS 6 classifications, is called into work to meet an emergency outside their ordinary hours of work agreed with their manager, they will be paid for the period of work and any time necessarily spent travelling to and from the work site at the rate of double time. The minimum payment for such work will be three (3) hours.

### Shift work and fixed daily hours

169. The Chief Executive Officer may, for operational requirements, determine that employees in a work area should work fixed daily hours or according to a roster (shift work) for an ongoing or fixed period. Fixed daily hours or shift work may be introduced to areas of the Reef Authority after consultation consistent with section 10.
170. For the purposes of this agreement, a shift worker is an employee:
- 170.1 at or below the APS 6 classification; and
  - 170.2 whose ordinary hours of work are determined by a roster.

#### *Ordinary hours of work*

171. The ordinary hours of work for a shift worker are a total of 75 hours per two-week period, with such period commencing on the first day of the pay cycle (Thursday) and ending on the last day of that pay cycle (Wednesday).
172. A shift worker's ordinary hours will be worked in accordance with a roster which has been pre-approved by the Delegate ('rostered work') for the relevant pay cycle. The roster will state the daily commencement and finishing times of the rostered work for each shift worker.

#### *Flexitime*

173. Employees employed on a fixed daily hours or roster basis are not entitled to flexitime.

*Shift penalties*

174. A shift worker will be paid the shift penalties outlined below:
- 174.1 15% for rostered work performed after 7pm and before 7am the next day, Monday to Friday;
  - 174.2 50% for rostered work performed on a Saturday;
  - 174.3 100% for rostered work performed on a Sunday; and
  - 174.4 150% for rostered work performed on a public holiday.
175. For the avoidance of doubt, shift penalties are only paid for rostered work performed (as per clause 174) and are not payable during any period of overtime.
176. Shift penalties will not be taken into account in the calculation of overtime or any allowance based on salary.

*Overtime*

177. Where an employee employed on a fixed daily hours or roster basis is required and pre-approved by the Delegate to work additional hours, they will receive payment for the additional hours worked at the single time rate, except where overtime rates apply (refer to clause 180).
178. An employee employed on a fixed daily hours or roster basis will not be routinely requested to work overtime which results in more than twelve (12) consecutive working days.
179. Where a period of overtime is not continuous with an employee’s fixed daily hours or rostered work, the minimum period of overtime will be three (3) hours at the applicable overtime rate.
180. Overtime will be payable, and TOIL calculated, as follows:

Overtime Period	Overtime Rates
Monday to Saturday	Time and a half (150% of the ordinary rate of pay) for the first three (3) hours, and double time (200% of the ordinary rate of pay) for each hour worked thereafter.
Sunday	Double time (200% of the ordinary rate of pay).
Public holidays	Double time and a half (250% of the ordinary rate of pay) for public holidays, or time and a half (150% of the ordinary rate of pay) additional to the single-time rate employees are already being paid for the public holiday.

181. Overtime will not be paid for time spent on approved official travel or functions which would otherwise be payable as overtime. This time will be recorded as either flextime or TOIL, as appropriate, on an hour-for-hour basis. Wherever practical, official travel should be undertaken within an employee’s ordinary hours of work.

*Time off in lieu – recompense for overtime*

182. An employee employed on a fixed daily hours or roster basis may elect to take TOIL rather than the overtime payment, subject to operational requirements and the approval of the Delegate.
183. Managers must ensure that requests to take accrued TOIL are not unreasonably refused and that TOIL is managed in a fair and consistent manner.
184. Approved TOIL should be taken as soon as practical after the additional hours are worked where operational requirements allow.
185. Where an employee has elected to take TOIL, their accrued TOIL balance must not exceed 37 hours 30 minutes at any time. Any TOIL accrued in excess of this amount will be paid as overtime.

**Rostered work – Field Operations Team**

186. This clause, and the arrangements provided for, applies to Field Operations Team (FOT) employees only.
187. For the purposes of this clause, a FOT employee:
  - 187.1 is an employee, other than an executive level employee;
  - 187.2 is employed in the Field Management Operations team reporting to the Assistant Director – Compliance Surveillance; and
  - 187.3 performs work according to a roster.
188. For the avoidance of doubt, to the extent of any inconsistency between this clause and another clause of this agreement, this clause will prevail in respect of the working arrangements for FOT employees.

*Ordinary hours of work*

189. The ordinary hours of work for a FOT employee are a total of 75 hours per two-week period, with such period commencing on the first day of the pay cycle (Thursday) and ending on the last day of the pay cycle (Wednesday).
190. A FOT employee's ordinary hours will be worked in accordance with a roster which has been pre-approved by the Delegate ('rostered work') for the relevant pay cycle. The roster will include the daily commencement and finishing times of the rostered work for each FOT employee. Due to unforeseen circumstances, the roster for a FOT employee may need to change before or during the relevant pay cycle. All changes to the roster in these circumstances should be mutually agreed with the FOT employee and their manager, and approved by the delegate.

*Flexitime*

191. A FOT employee is not entitled to flexitime.

*Shift penalties*

192. FOT employees will be paid shift penalties as follows:

- 192.1 15% for rostered work performed after 7pm and before 7am the next day, Monday to Friday;
- 192.2 50% for rostered work performed on a Saturday;
- 192.3 100% for rostered work performed on a Sunday; and
- 192.4 150% for rostered work performed on a public holiday.

193. For the avoidance of doubt, shift penalties are only paid for rostered work performed and are not payable during any period of overtime.

194. Shift penalties will not be taken into account in the calculation of overtime or any allowance based on salary.

*Overtime*

195. Where a FOT employee is required and approved by the Delegate to work hours in addition to their rostered work, the employee will receive payment at the applicable overtime rate for the work performed in addition to the rostered work (refer to clause 198).

196. A FOT employee will not be routinely requested to work overtime which results in more than twelve (12) consecutive working days.

197. Where a period of overtime is not continuous with a FOT employee’s rostered work, the minimum period of overtime will be three (3) hours at the applicable overtime rate.

198. Overtime will be payable, and TOIL calculated, at the following rates:

<b>Overtime</b> (for approved work performed in addition to rostered work)	<b>Overtime Rates</b>
Monday to Friday	Single time (100% of the ordinary rate of pay) for each additional hour worked up to and including 10 hours on any one (1) day. For work performed in excess of 10 hours on any one (1) day, time and a half (150% of the ordinary rate of pay) for the first three (3) hours worked, and double time (200% of the ordinary rate of pay) for each hour worked thereafter.
Saturday	Time and a half (150% of the ordinary rate of pay) for the first three (3) hours, and double time (200% of the ordinary rate of pay) for each hour worked thereafter.
Sunday	Double time (200% of the ordinary rate of pay).
Public Holidays	Double time and a half (250% of the ordinary rate of pay) for public holidays, or time and a half (150% of the ordinary rate of pay) additional to the single-time rate employees are already being paid for the public holiday.

*Time off in lieu – recompense for overtime*

199. A FOT employee may elect to take TOIL of the overtime payment, subject to operational requirements and the approval of the Delegate.
200. Managers must ensure that requests to take accrued TOIL are not unreasonably refused and that TOIL is managed in a fair and consistent manner.
201. Approved TOIL should be taken as soon as practical after the additional hours are worked, where operational requirements allow.
202. Where a FOT employee has elected to take TOIL, their accrued TOIL balance must not exceed 37 hours 30 minutes at any time. Any TOIL accrued in excess of this amount will be paid as overtime.

*Travel*

203. Time spent on approved official travel or functions (including where overtime would otherwise be payable) will be paid at the single time rate (100% of the ordinary rate of pay). For the avoidance of doubt, where time spent on approved official travel or functions is rostered work, any applicable shift penalties will apply.

**Flexible working arrangements**

204. The Reef Authority, employees, and their union recognise:
  - 204.1 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;
  - 204.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
  - 204.3 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;
  - 204.4 that flexibility applies to all roles in the Reef Authority, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
  - 204.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
205. The Reef Authority is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the Reef Authority at all levels. This may include developing and implementing strategies through an agency consultative committee.
206. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work, job-sharing arrangements, and changes in location of work.

*Requesting formal flexible working arrangements*

207. The following provisions do not diminish an employee's entitlement under the NES.
208. An employee may make a request for a formal flexible working arrangement.

209. The request must:
- 209.1 be in writing;
  - 209.2 set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
  - 209.3 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.
210. The Chief Executive Officer must provide a written response to a request within 21 days of receiving the request.
211. The response must:
- 211.1 state that the Chief Executive Officer approves the request and provide the relevant detail in clause 212; or
  - 211.2 if following discussion between the Reef Authority and the employee, the Reef Authority and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
  - 211.3 state that the Chief Executive Officer refuses the request and include the following matters:
    - 211.3.1 details of the reasons for the refusal; and
    - 211.3.2 set out the Reef Authority's particular business grounds for refusing the request, explain how those grounds apply to the request; and
    - 211.3.3 either:
      - 211.3.3.1 set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the Reef Authority would be willing to make; or
      - 211.3.3.2 state that there are no such changes; and
      - 211.3.4 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 this 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.
212. Where the Chief Executive Officer approves the request, this will form an arrangement between the Reef Authority and the employee. Each arrangement must be in writing and set out:
- 212.1 any security and work health and safety requirements;
  - 212.2 a review date (subject to clause 216); and
  - 212.3 the cost of establishment (if any).
213. The Chief Executive Officer may refuse to approve the request only if:
- 213.1 the Reef Authority has discussed the request with the employee; and

- 213.2 the Reef Authority has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
  - 213.3 the Reef Authority and the employee have not reached such an agreement; and
  - 213.4 the Reef Authority has had regard to the consequences of the refusal for the employee; and
  - 213.5 the refusal is on reasonable business grounds.
214. Reasonable business grounds include, but are not limited to:
- 214.1 the new working arrangements requested would be too costly for the Reef Authority;
  - 214.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
  - 214.3 it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
  - 214.4 the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
  - 214.5 the new working arrangements requested would be likely to have a significant negative impact on customer service; and
  - 214.6 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.
215. For First Nations employees, the Reef Authority must consider connection to country and cultural obligations in responding to requests for altering the location of work.
216. Approved flexible working arrangements will be reviewed by the Reef Authority and the employee after twelve (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*

- 217. An employee may request to vary an approved flexible working arrangement in accordance with clause 209. An employee may request to pause or terminate an approved flexible working arrangement.
- 218. The Chief Executive Officer may vary, pause, or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 220.
- 219. The Reef Authority must provide reasonable notice if varying, pausing, or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.

220. Prior to the Chief Executive Officer varying, pausing, or terminating the arrangement under clause 218, the Reef Authority must have:
- 220.1 discussed with the employee their intention to vary, pause, or terminate the arrangement with the employee;
  - 220.2 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);
  - 220.3 had regard to the consequences of the variation, pause, or termination for the employee;
  - 220.4 ensured the variation, pause, or termination is on reasonable business grounds; and
  - 220.5 informed the employee in writing of the variation, pause, or termination to the approved flexible working arrangement, including details set out in clause 211.3.

*Working from home*

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

*Ad-hoc arrangements*

226. 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.
227. Employees should, where practicable, make the request in writing and provide as much notice as possible.
228. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 207 to 216.
229. The Reef Authority should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.
230. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the Reef Authority should consider whether it is appropriate to seek to formalise the arrangement with the employee.

### *Altering span of hours*

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

### **Part-time work**

232. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
233. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
234. Ordinary hours of work for part-time employees will be continuous and no less than three (3) hours per day on any day worked by the employee. An unpaid meal break will not be regarded as breaking the continuity of hours of work.
235. Where approved, part-time work arrangements will be set out in a part-time work agreement, which will specify the employee's part-time hours, agreed pattern of weekly hours, core hours (if applicable), any specific arrangements that are necessary to facilitate part-time work, the duration of the agreement, and any dates for formal review.
236. An employee with an agreement to work regular part-time hours on an ongoing basis or employed in an ongoing part-time position may only convert to full-time hours where a full-time position, for which they are suitable, is available at the employee's classification, subject to the approval of the Chief Executive Officer.
237. An employee with an agreement to work regular part-time hours for a finite period:
- 237.1 will revert to full-time hours at the end of the part-time work agreement; and
  - 237.2 may revert to full-time hours at any time, subject to the approval of the Chief Executive Officer.

### **Christmas closedown**

238. The Reef Authority's offices (other than the Great Barrier Reef Aquarium) will close normal operations from close of business on the last working day before Christmas until the first working day after New Year's Day.
239. Employees will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work.
240. Where an employee is absent on leave, payment for the Christmas closedown will be in accordance with the entitlement for that form of leave (e.g. if on long service leave at half pay, payment is on half pay).
241. There will be no deduction from an employee's annual or personal/carer's leave balance for the days described in clause 239.

## Public holidays

242. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
- 242.1 1 January (New Year's Day);
  - 242.2 26 January (Australia Day);
  - 242.3 Good Friday and the following Monday;
  - 242.4 25 April (Anzac Day);
  - 242.5 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);
  - 242.6 25 December (Christmas Day);
  - 242.7 26 December (Boxing Day); and
  - 242.8 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.
243. 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 (1) of the public holidays listed above, then the substituted day or part day is the public holiday.
244. The Chief Executive Officer and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
245. The Chief Executive Officer and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave, or cultural leave.
246. 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.
247. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is at half pay.)
248. 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 242.1 to 242.8.

249. 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.
250. Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the Chief Executive Officer may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

## Section 6: Leave

### Annual leave

251. Employees (other than casual employees) are entitled to 5.2 weeks (26 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.
252. Annual leave may be taken at half pay. However, unless approved by the Chief Executive Officer, it may not be taken at half pay where the employee has an excess annual leave balance (see clause 256).
253. 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.
254. Annual leave counts as service for all purposes.
255. Employees will receive payment in lieu of any untaken annual leave upon separation from the APS.

### *Excess annual leave*

256. Employees will, wherever possible, regularly take their annual leave and will endeavour to ensure that their annual leave balance does not exceed 50 days as at 30 September.
257. If an employee's annual leave balance exceeds 50 days as at 30 September, the employee with the support of their manager, must reduce their annual leave balance to less than 50 days as soon as reasonably practicable.
258. Where an employee's annual leave balance continues to exceed 50 days by 31 January the following year, the Chief Executive Officer may instruct the employee to take leave in order to reduce the employee's annual leave balance to below 50 days. The employee must be provided with a reasonable period of notice of the requirement to take leave.
259. Where an employee has been on compensation leave and has commenced a graduated return to work program, they will not be instructed to reduce their annual leave balance pursuant to this clause until three (3) months after returning to their pre-injury hours of work.

### *Cash out of annual leave*

260. An employee may cash out an amount of annual leave, provided that:
  - 260.1 a minimum of two (2) weeks of annual leave has been taken by the employee in the previous twelve (12) months;
  - 260.2 a written request to cash out the amount of annual leave is provided to the Reef Authority prior to 1 October; and
  - 260.3 the employee's remaining accrued annual leave balance is not less than four (4) weeks (20 days).
261. The employee will receive pay in lieu of the amount of annual leave at the employee's rate of pay at the time that the request was made.

### *Pre-payment of annual leave*

262. The Chief Executive Officer may approve the pre-payment of salary for accrued annual leave entitlement for an approved period of annual leave or in special circumstances where the extent of the advance is covered by accrued entitlements.

### **Purchased leave**

263. Purchased leave enables employees to sacrifice salary to purchase up to four (4) weeks (150 hours) additional leave per year, with deductions averaged over a twelve (12) month period, known as the Purchased Leave Period.
264. The Chief Executive Officer may approve an application for purchased leave, subject to operational requirements, in the following circumstances:
- 264.1 the employee is ongoing or, if non-ongoing, is engaged on a contract of more than two (2) years;
  - 264.2 the proposed leave to be purchased is in whole weeks only, based on the employee's ordinary hours of work;
  - 264.3 the employee has not taken annual leave at half pay during the same Purchased Leave Period;
  - 264.4 the application:
    - 264.4.1 nominates, in whole weeks only, the number of weeks being requested; and
    - 264.4.2 indicates the proposed dates when the entirety of the purchased leave will be taken in the Purchased Leave Period; and
  - 264.5 the application has been submitted to the employee's manager:
    - 264.5.1 by the end of April for a Purchased Leave Period corresponding with the following financial year; or
    - 264.5.2 by the end of November for a Purchased Leave Period corresponding with the following calendar year.
265. Any approved purchased leave:
- 265.1 must be taken at full pay in whole days; and
  - 265.2 will be cashed out if not used within the Purchased Leave Period or on separation from the Reef Authority.
266. If, on separation from the Reef Authority, an employee has taken approved purchased leave prior to all salary deductions having been made in the Purchased Leave Period, the employee will be required to pay the outstanding amount to the Reef Authority.
267. Purchased leave will count as service for all purposes.

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

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

268. Employees (other than casual employees) are entitled to 18 days paid leave per annum (pro-rata for part-time employees).

269. The Chief Executive Officer may approve personal/carer's leave at half pay.

*Accrual of personal/carer's leave*

270. For an ongoing employee, 18 days personal/carer's leave will be credited upon the employee's commencement with the APS. After twelve (12) months, the employee's leave will accrue daily, credited at least monthly.

271. For a non-ongoing employee, the personal/carer's leave will be credited upon the employee's commencement with the Reef Authority. This will be 18 days leave prorated based on the employee's initial contract period, and is capped at 18 days per annum. After the initial contract period or twelve (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.

271.1 *Transitional arrangements:* Non-ongoing employees who, immediately before the commencement of this agreement, were non-ongoing employees at the Reef Authority will be credited 18 days of paid personal/carer's leave upon commencement of this agreement, prorated based on the employee's initial contract period and any accrued leave already credited, capped at 18 days (pro-rata for part-time).

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

273. An employee receiving workers' compensation for more than 45 weeks will accrue personal leave on an hours actually worked basis.

*Transitional Arrangements*

274. Where an employee:

274.1 has, or cares for someone with, a chronic condition or other ongoing illness; or

274.2 is recovering from surgery; or

274.3 is pregnant; or

274.4 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 Chief Executive Officer will advance the employee's accrual up to the twelve (12) month anniversary when their leave would otherwise be credited.

*Usage*

275. Personal/carer's leave to be used:

275.1 due to personal illness or injury;

275.2 to attend appointments with a registered health practitioner;

275.3 to manage a chronic condition; and/or

275.4 to provide care or support for a family member (including a household member) or a person they have caring responsibilities for; because:

275.4.1 of a personal illness or injury affecting the person; or

275.4.2 of an unexpected emergency affecting the other person.

#### *Carers*

276. A person that an employee has caring responsibilities for may include a person who needs care because they:

276.1 have a medical condition, including when they are in hospital;

276.2 have a mental illness;

276.3 have a disability;

276.4 are frail or aged; and/or

276.5 are a child, not limited to a child of the employee.

#### *Evidence*

277. Evidence may be requested after:

277.1 more than three (3) consecutive days; or

277.2 more than ten (10) days without evidence in a calendar year.

278. Acceptable evidence includes:

278.1 a certificate from a registered health practitioner;

278.2 a statutory declaration; or

278.3 another form of evidence approved by the Chief Executive Officer.

279. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to twelve (12) months for both personal and carer's leave.

#### *No retirement for invalidity before personal leave credits exhausted*

280. An employee will not, without the employee's consent, be retired on invalidity grounds before the employee's full-pay personal leave credits have been exhausted except as provided by legislation.

### **Portability of leave**

281. Where an employee moves into the Reef Authority from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.

282. Where an employee is engaged in the Reef Authority immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.

283. Where an employee is engaged as an ongoing employee in the Reef Authority, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the Reef Authority or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.

284. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the Reef Authority or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
285. Where a person is engaged as an ongoing employee in the Reef Authority, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 282), the Chief Executive Officer will offer to recognise any unused accrued personal/carer's leave at the employee's request.
286. Where an employee is engaged as an ongoing employee in the Reef Authority, and immediately prior to the engagement the person was employed by a State or Territory Government, the Chief Executive Officer may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
287. For the purposes of clauses 281 to 286, an employee with a break in service of less than two (2) months is considered to have continuity of service.

### **Leave without pay**

288. Leave without pay may be granted by the Chief Executive Officer for:
- 288.1 temporary placement with a Great Barrier Reef Marine Park joint management agency for a maximum period of three (3) years where there is mutual benefit for the employee and the Reef Authority. Periods over twelve (12) months must offer significant organisational benefit to the Reef Authority;
  - 288.2 development purposes which meet organisational development requirements for a maximum period of twelve (12) months; or
  - 288.3 private purposes for a maximum period of twelve (12) months.
289. Leave without pay may be granted:
- 289.1 for a period, or part of the period requested; and/or
  - 289.2 subject to conditions.
290. Leave without pay will not be granted for the purposes of trying alternative employment or an alternative career.
291. Where leave without pay is approved for development purposes or private purposes, all relevant accrued paid leave (including personal leave where it is for caring purposes) and any approved purchased leave, must be exhausted prior to the commencement of the leave without pay period; noting that the paid leave (however described) does not extend the total period of leave.
292. Approved leave without pay totalling 30 or more calendar days does not count as service for any purpose (including superannuation or accrual of entitlements such as leave).

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

293. When an employee is on:

- 293.1 annual leave;
- 293.2 purchased leave;
- 293.3 defence reservist leave;
- 293.4 First Nations ceremonial leave;
- 293.5 NAIDOC leave;
- 293.6 cultural leave; or
- 293.7 long service leave; and

becomes eligible for, under legislation or this agreement:

- 293.8 personal/carer's leave;
- 293.9 compassionate or bereavement leave;
- 293.10 jury duty;
- 293.11 emergency services leave;
- 293.12 leave to attend to family and domestic violence circumstances; or
- 293.13 parental leave, premature birth leave, stillbirth leave, or pregnancy loss leave;

the affected period of leave will be re-credited.

- 294. 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.
- 295. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

### **Long service leave**

- 296. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 297. The minimum period for which long service leave will be granted is seven (7) calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at 293 to 295 of this agreement.

### **Miscellaneous leave**

- 298. In circumstances not otherwise covered by a separate leave entitlement, the Chief Executive Officer may grant an employee miscellaneous leave to be absent from work.
- 299. Miscellaneous leave may be granted having regard to operational requirements:
  - 299.1 for the period, or part of the period requested;
  - 299.2 with or without pay; and/or
  - 299.3 subject to conditions.
- 300. The Chief Executive Officer may grant miscellaneous leave to casual employees to provide for paid family and domestic violence leave and otherwise by Australian Government directive.

301. Where leave is refused, the Chief Executive Officer will advise the employee in writing of the reason for the decision.

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

### *NAIDOC leave*

302. Employees may access up to three (3) days of paid leave per calendar year, to participate in NAIDOC week activities.
303. NAIDOC leave can be taken in part days.

### *First Nations ceremonial leave*

304. First Nations employees may access up to six (6) days of paid leave over two (2) calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
305. The Chief Executive Officer may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
306. First Nations ceremonial leave can be taken as part days.
307. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

### *Cultural leave*

308. The Chief Executive Officer may grant up to three (3) days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employee's particular faith or culture.
309. The Chief Executive Officer may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
310. Cultural leave can be taken as part days.
311. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 304 to 307.

## **Parental leave**

312. A primary caregiver, secondary caregiver, and ML Act is defined in the definitions section.
313. 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.
314. 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.

315. 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*

316. An employee is entitled to parental leave with pay as per clauses 318 and 319 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.
317. Employees newly engaged in the Reef Authority or who have moved to the Reef Authority from another APS agency are eligible for the paid parental leave in clauses 318 and 319 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 318 and 319, the balance is available to the employee.
318. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in Table 1 below.

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

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

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

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

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

320. **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.
321. **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.
322. **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*

323. 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:
- 323.1 is under 16 as at the day (or expected day) of placement;
  - 323.2 has not lived continuously with the employee for a period of six (6) months or more as at the day (or expected day) of placement; and
  - 323.3 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
324. 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*

325. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two (2) weeks.
326. A stillborn child is a child:
- 326.1 who weighs at least 400g at delivery or whose period of gestation was 20 weeks or more; and
  - 326.2 who has not breathed since delivery; and
  - 326.3 whose heart has not beaten since delivery.

*Pregnancy loss leave*

327. A pregnant employee who experiences, or an employee whose spouse or partner experiences, pregnancy loss is entitled to one (1) weeks' paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.
328. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

*Premature birth leave*

329. 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*

330. 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 329 until after the legislated paid maternity leave is used.

*Return to work after parental leave*

331. On ending parental leave (of any kind), an employee is entitled to return to:
- 331.1 the employee's pre-parental leave duties; or
  - 331.2 if those duties no longer exist – an available position for which the employee is qualified and suited at the same classification and pay as applied pre-parental leave. Where this is not practical, other duties will be sought, with the redeployment, retraining, and redundancy clauses in this agreement applying to any placement.
332. For the purposes of this clause, duties mean those performed:
- 332.1 if the employee was moved to safe duties because of the pregnancy – immediately before the move; or
  - 332.2 if the employee began working part-time because of the pregnancy – immediately before the part-time employment began; or
  - 332.3 otherwise, immediately before the employee commenced parental leave.

**Compassionate leave**

333. Employees will be eligible for three (3) days paid compassionate leave on each occasion when:
- 333.1 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
  - 333.2 the employee or their partner has a miscarriage.
334. An employee may be asked to provide evidence to support their absences on compassionate leave.
335. Compassionate leave for an occasion may be taken as three (3) consecutive days or in separate periods totalling three (3) days. This can include part days.
336. For casual employees, compassionate leave is unpaid.

**Bereavement leave**

337. Employees will be eligible for three (3) days paid bereavement leave on each occasion when:
- 337.1 a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or

- 337.2 a child is stillborn, where the child was a member of their family (including a member of their household).
338. An employee may be asked to provide evidence to support their absences on bereavement leave.
339. Bereavement leave for an occasion may be taken as three (3) consecutive days or in separate periods totalling three (3) days. This can include part days.
340. For casual employees, bereavement leave is unpaid.

### **Sabbatical leave**

341. The Chief Executive Officer may approve sabbatical leave for an ongoing employee over the age of 45 years. Sabbatical leave provides eligible employees with twelve (12) months away from work for, for example, travel, professional development, or transition to retirement.
342. Sabbatical leave is funded by an eligible employee deferring the payment of salary by reducing their normal salary by 20 per cent for four (4) years and taking the sabbatical leave in the fifth year (the deferred salary scheme).

### **Emergency response leave**

343. 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:
- 343.1 the time engaged in the activity;
  - 343.2 reasonable travelling time; and
  - 343.3 reasonable recovery time.
344. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year, if required. The Chief Executive Officer may provide additional emergency response leave with pay.
- 344.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
345. Paid leave may be refused where the employee's role is essential to the Reef Authority's response to the emergency.
346. 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.
347. The Chief Executive Officer may approve reasonable paid or unpaid leave for ceremonial duties and training.
348. Emergency response leave, with or without pay, will count as service.

### **Jury duty**

349. 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.

350. Full and part-time employees will be released from duty on their full rate of pay. Payment for casual employees will be as per the relevant State legislation.
- 350.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
351. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
352. If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the Reef Authority for the period of absence. This will be administered in accordance with the overpayments clause.

### **Defence reservist leave**

353. The Chief Executive Officer will give an employee leave with or without pay to undertake:
- 353.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
- 353.2 Australian Defence Cadet obligations.
354. An employee who is a Defence Reservist can take leave with pay for:
- 354.1 up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
- 354.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
355. Leave can be built up and taken over two (2) consecutive years. This includes the extra two (2) weeks in the first year of service.
356. An employee who is an ADF Cadet officer or instructor can get paid leave up to three (3) weeks in each financial year to perform their duties.
357. In addition to the entitlement at clause 354, 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.
358. Paid defence reservist leave counts for service.
359. Unpaid defence reservist leave for six (6) months or less counts as service for all purposes. This includes periods of CFTS.
360. Unpaid leave taken over six (6) months counts as service, except for annual leave.
361. An employee will not need to pay their tax free ADF Reserve salary to the Reef Authority for any reason.

### **Defence service sick leave**

362. 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:
- 362.1 war-like service; or

- 362.2 non-war like service.
- 363. An eligible employee can get two (2) types of credits:
  - 363.1 an initial credit of nine (9) weeks (45 days) defence service sick leave will apply as of the later below option:
    - 363.1.1 they start employment with the APS;
    - 363.1.2 DVA certifies the condition, or
  - 363.2 an annual credit of three (3) weeks (15 days) defence service sick leave.
- 364. 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.
- 365. Unused annual credits can be built up to nine (9) weeks.
- 366. An employee cannot use annual credits until the initial credit is exhausted.
- 367. Defence service sick leave is paid and counts as service for all purposes.
- 368. Employees who re-join the APS and who have been credited with defence service sick leave in respect of an earlier period of APS employment will be credited the following:
  - 368.1 any special credit that remained unused as at the final day of the prior APS employment may be carried forward; and
  - 368.2 any annual credit held on the final day of previous APS employment. The next annual credit will accrue when the employee's period of service since recommencement and the employee's period of service between 1 November before cessation and the date of cessation from the APS equals twelve (12) months. Thereafter, further annual credits will accrue after each twelve (12) months of service.

### **Leave to attend proceedings**

- 369. 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.
- 370. An employee who is not covered under clause 369, and is required to give evidence to, appear before, or attend to instruct a representative at a Court, Tribunal, or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the Reef Authority.
- 371. An employee may otherwise be granted paid or unpaid miscellaneous leave by the Chief Executive Officer if required to give evidence to a Court, Tribunal, or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave, or time off in lieu.
- 372. The Chief Executive Officer may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal, or Royal Commission hearing.

## Section 7: Employee support and workplace culture

### Blood donation

373. An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma, or platelets. This includes reasonable travel time and the Reef Authority will consider an employee to be on duty.
374. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma, or platelets.

### Vaccinations

375. The Reef Authority will offer annual influenza vaccinations to all employees at no cost.
376. Where the Reef Authority requires an employee performing roles to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

### Employee assistance program

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

### Respect at work

#### *Principles*

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

#### *Consultation*

380. The Reef Authority will consult with employees and their union 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

381. The Reef Authority will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
382. The Reef Authority recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.

383. Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.
384. 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:
- 384.1 illness or injury affecting the employee resulting from family and domestic violence;
  - 384.2 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;
  - 384.3 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;
  - 384.4 making arrangements for the employee's safety, or the safety of a family member;
  - 384.5 accessing alternative accommodation;
  - 384.6 accessing police services;
  - 384.7 attending court hearings;
  - 384.8 attending counselling; and
  - 384.9 attending appointments with medical, financial, or legal professionals.
385. 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.
386. 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.
387. These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.
388. 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.
389. 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.
390. Evidence may be requested to support the Reef Authority in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the Reef Authority will require, unless the employee chooses to provide another form of evidence.
391. 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.
392. The Reef Authority will take all reasonable measures to treat information relating to family and domestic violence confidentially. The Reef Authority will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic

violence, subject to steps the Reef Authority may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.

393. Where the Reef Authority needs to disclose confidential information for purposes identified in clause 392, where it is possible the Reef Authority will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
394. The Reef Authority will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the Reef Authority, unless otherwise required by legislation.
395. Other available support may include, but is not limited to, flexible working arrangements, additional access to the Reef Authority's Employee Assistance Program, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work, where reasonably practicable.
396. The Reef Authority will acknowledge, and take into account, an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
397. 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**

398. The Reef Authority understands that procedural fairness is essential in building and maintaining trust with APS employees, and that it requires fair and impartial processes for employees affected by APS-wide or Reef Authority decisions.
399. 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.
400. Employees can, during their ordinary work hours, take time to:
  - 400.1 access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the Reef Authority; and
  - 400.2 attend Reef Authority mandated training about integrity.

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

401. The Reef Authority will take reasonable steps to ensure all substantive, ongoing Executive Level 2 (EL 2) employees employed at the commencement of this agreement, or any new substantive, ongoing EL 2 employees who commence within the first six (6) months of this agreement, will complete relevant First Nations cultural competency training within twelve (12) months of the commencement of this agreement.

402. Any new substantive, ongoing EL 2 employee who commences after six (6) months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within six (6) months of their engagement or promotion.

### **Lactation and breastfeeding support**

403. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk, and other associated activities.
404. The Reef Authority will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 405. In considering whether a space is appropriate, the Reef Authority should consider whether:
- 404.1 there is access to refrigeration;
  - 404.2 the space is lockable; and
  - 404.3 there are facilities needed for expressing such as appropriate seating.
405. Where it is not practicable for the Reef Authority site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
406. The Reef Authority will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
407. 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.

### **Disaster support**

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

## Section 8: Performance and development

### Performance and development scheme

411. All employees covered by this agreement (other than casual employees, non-ongoing employees on contracts of less than three (3) months, and employees engaged within three (3) months of the end of the performance cycle) are to participate in the Reef Authority's performance and development scheme (the scheme).
412. Casual employees, whilst not required to participate in the scheme, may choose to participate with the agreement of their manager.
413. The scheme consists of performance feedback, performance development, and performance appraisal.
414. A new performance and development agreement (PDA) will be established by the manager and the employee at the commencement of the annual performance cycle (July), with a mid-year (January) and an end-of-cycle (June) performance review and appraisal. The PDA will include key performance deliverables, expected behaviours and goals, performance measures, and a learning and development plan. Performance measures will be clearly defined and realistic.
415. The scheme aims to provide the manager and the employee with regular opportunities for two-way formal and informal discussions, including in relation to performance expectations, achievements, progress, and developmental needs.
416. Employees and their managers are equally responsible to participate in all aspects of the scheme, including establishing the PDA, initiating reviews, and seeking and providing feedback when and as required. In this regard, employees and their managers will be provided reasonable time, resources, and support.
417. The scheme is based on the 'no surprises' principle, with employees being provided timely, objective, and constructive feedback by their managers. This should include acknowledging achievements and successes.
418. The scheme supports regular two-way constructive communication and engagement between employees and their managers.
419. Employees are expected, as a minimum, to maintain an effective or satisfactory standard of performance consistent with their PDA.
420. Managers will raise performance concerns directly with individual employees as they arise and will take action at the earliest opportunity to support employees to address performance gaps and meet expected performance outcomes. This support may include appropriate learning and development opportunities.
421. An employee's right to be represented by their union or have a support person present at any stage of the performance management process, will be respected.

## **Informal performance management process**

422. Employees and their managers have a joint responsibility to address performance concerns promptly.
423. A manager may make an assessment at any time that an employee's performance is failing to meet expectations or is likely not to meet expectations without improvement. A manager who believes that an employee's performance is failing to meet expectations will raise these concerns with the employee using the employee's current PDA as the basis for the discussion.
424. Where such an assessment is made, and the employee is not on probation, the employee and their manager will identify and work towards the employee attaining and sustaining the standard of performance required to meet expectations. This will typically include the manager informing the employee where expected outcomes are not or appear unlikely to be met, discussing any reasons for unsatisfactory performance, clarifying the expectations about performance, identifying any learning and development needs, and agreeing on an action plan.
425. The period of informal performance management will be no less than four (4) weeks.

## **Formal performance management process**

426. If the employee continues to fail to attain the standard of performance required the manager may, with the agreement of the Chief Executive Officer, commence a formal performance management process by issuing a written warning, outlining:
  - 426.1 the standard of performance required;
  - 426.2 the period in which the employee must attain the standard of performance required; and
  - 426.3 the possible consequences if the employee's performance does not meet expectations at the end of the assessment period.
427. Following the issue of the written warning and before the formal assessment process begins, the manager and the employee must develop a performance improvement plan (PIP) to address the performance issues detailed in the written warning, including identifying strategies aimed at the employee attaining the standard of performance required.
428. If the manager and the employee are unable to agree on the PIP within two (2) weeks of the issuing of the written warning, the PIP will be determined by the Chief Executive Officer.
429. The formal performance management process consists of an assessment period, the duration of which will be twelve (12) weeks from the PIP being agreed or determined (as the case may be). During this period, the manager will assess the employee's performance on at least a fortnightly basis and prepare a written progress report on the employee's performance. The employee will be provided opportunity to comment on each report.
430. At the end of the formal performance management process, the manager will assess whether the employee has attained, and demonstrated the ability to sustain, the standard of performance required. The manager will provide their assessment in writing, along with the rationale for this assessment, and provide this to the employee.

431. Within seven (7) days of receiving the manager's assessment report, the employee may provide a written response. Any response provided by the employee will form part of the record.
432. If the employee has attained the required standard of performance by the end of the formal performance management process, no further action will be taken.
433. If the employee is assessed as not having attained the required standard of performance, the manager will report this finding to the Chief Executive Officer.
434. Following the Chief Executive Officer having regard to the manager's assessment report and any response provided by the employee, the Chief Executive Officer will advise the employee of the assessment outcome and the action they propose to take, including:
  - 434.1 extend the assessment period;
  - 434.2 reduce the employee's classification;
  - 434.3 reduce the employee's pay point within a classification to the lowest pay point;
  - 434.4 redeploy the employee at the same classification;
  - 434.5 terminate the employment on the grounds of unsatisfactory performance of duties;  
or
  - 434.6 any other actions considered appropriate.
435. The Chief Executive Officer will ask the employee to show cause within ten (10) working days as to why the proposed action should not be taken against them.
436. The Chief Executive Officer will have due regard to any response to the show cause notice provided by the employee and will advise the employee in writing of their decision and the action to be taken.

### **Progression to performance salary pay point**

437. An employee will be eligible to progress to the performance salary pay point within the classification where the employee has been at the previous salary pay point for a minimum period of six (6) months.
438. An eligible employee will only be advanced after having their overall performance assessed as effective under the Reef Authority's performance and development scheme.
439. The performance salary will be paid for the period 1 July to 30 June, with renewal being dependent on an effective performance rating for the performance cycle covering that period.
440. The performance salary pay point will count as salary for all purposes.

### **Workloads**

441. The Reef Authority recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.
442. When determining workloads for an employee or group of employees, the Reef Authority will consider the need for employees to strike a balance between their work and personal life.

443. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the Reef Authority and employee/s together must review the employees' workloads and priorities, and determine appropriate strategies to manage the impact on the employee or group of employees.

### **Study assistance**

444. The Chief Executive Officer may approve study assistance to an employee for an accredited course conducted or arranged by an Australian university, or TAFE or other vocational institution, which is determined by the Chief Executive Officer as being relevant to:
- 444.1 the employee's current position with the Reef Authority; or
  - 444.2 the potential career path of the employee at the Reef Authority or within the APS.
445. To be eligible to apply for study assistance, the following must be satisfied:
- 445.1 the employee is ongoing or, if non-ongoing, has a contract of more than two (2) years; and
  - 445.2 the accredited course is identified in the employee's performance and development agreement.
446. For the purposes of this clause, an 'accredited course' means a course of study that, on successful completion, would result in the awarding of a qualification recognised under the Australian Qualifications Framework.
447. Approved study assistance may be in the form of:
- 447.1 financial assistance towards course fees; and/or
  - 447.2 paid or unpaid leave from work.

### **Learning and development**

448. The Reef Authority values and supports the development of its employees through the provision of learning opportunities to enhance professional and technical capabilities and advancement. The Reef Authority encourages a culture of continuous individual and organisational investment in learning, and Learning and Development (L&D) is a highly regarded values-based objective.
449. The Reef Authority will promote a range of informal and formal L&D opportunities designed to support and enhance employee performance and satisfaction in existing roles, and for promotion opportunities and career development. These opportunities may include, but are not limited to:
- 449.1 APS Academy programs;
  - 449.2 mentor programs, coaching, and on-the-job training;
  - 449.3 mobility within the Reef Authority and across the APS;
  - 449.4 secondment to non-APS Commonwealth entities and other State/Territory agencies;
  - 449.5 mandatory learning;
  - 449.6 externally facilitated courses;

- 449.7 conferences and seminars;
  - 449.8 scholarships, including the Sir Roland Wilson Scholarships and Pat Turner Scholarships; and
  - 449.9 cultural capability/cultural competence training.
450. All ongoing employees and non-ongoing employees with contracts longer than three (3) months are to identify their L&D plan in their individual performance and development agreements (PDA), as part of the Reef Authority's performance and development scheme. Individual employees and their managers will discuss and agree on L&D opportunities relevant to the employee's current duties and career development goals, with agreed work time to undertake the L&D.
451. L&D may be approved where:
- 451.1 it addresses a strategic corporate requirement which is relevant to the employee's current duties and/or career development;
  - 451.2 the proposal is considered a priority in terms of Reef Authority-wide proposals; or
  - 451.3 it is specified in the employee's PDA.
452. Individuals are responsible for their ongoing professional development in consultation with their manager. Managers may also proactively identify opportunities for employee development and, where requested, will consider L&D opportunities meeting the above criteria.
453. The Reef Authority will ensure that individual employees are provided with reasonable additional and appropriate L&D where there is significant change to the employee's current duties. Where an employee is re-deployed into a role or work area in the Reef Authority which requires particular skills or qualifications, the Reef Authority will provide the employee with L&D opportunities and support to obtain the relevant skills or qualifications.

### **Professional memberships**

454. The Chief Executive Officer may approve the payment of one (1) annual professional membership for an ongoing employee where that membership provides for professional standing and development directly related to the employee's position.

## Section 9: Travel and location-based conditions

### Travel

455. Employees required to travel for official work purposes will have the reasonable costs associated with their travel either pre-paid or reimbursed.

456. An employee may only claim one (1) of the allowances listed in clauses 456.1 to 456.6 per night of travel and an employee cannot claim an allowance under this clause if the Reef Authority has paid for accommodation for the employee in normal accommodation (e.g. hotel, motel, cabin or unit).

456.1 Overnight Accommodation Allowance: The Overnight Accommodation Allowance applies when employees are required, for official work purposes, to lodge temporarily with friends or family.

456.2 The Overnight Accommodation Allowance will be \$61.00 per night from the date of commencement of this agreement.

456.3 Camping Allowance: The Camping Allowance applies when employees are required, for official work purposes, to camp or lodge temporarily in a place that lacks basic facilities. Basic facilities include a kitchen, toilet, potable water, hot water, and mains electricity. In this type of working environment, employees have responsibilities relating to the maintenance and security of the campsite that require attention outside the usual hours of work.

456.4 The Camping Allowance rate will be:

Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$69.58 per night	\$72.22 per night	\$74.68 per night

456.5 At Sea Allowance: The At Sea Allowance applies when employees are required, for official work purposes, to be on a vessel at sea overnight. For the purposes of this clause:

456.5.1 a vessel is 'at sea' from the time it leaves a wharf, mooring, or anchorage at the start of the voyage until it returns to a wharf, mooring, or anchorage at the completion of the voyage; and

456.5.2 'overnight' means a voyage which commences on one (1) day and is completed on a subsequent day or days.

456.6 The At Sea Allowance rate will be:

Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$63.44 per overnight	\$65.85 per overnight	\$68.09 per overnight

456.7 As salary-related allowances, the values in clauses 456.4 and 456.6 will continue to be increased in line with headline wage increases. These increases are incorporated in the rates in the tables above.

## Relocation assistance

457. Where an APS employee is required to relocate at the request of the Reef Authority (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
458. Where an employee is required to relocate on engagement with the Reef Authority, the employee will be provided with financial relocation assistance.
459. Reasonable expenses associated with the relocation include:
- 459.1 the cost of transport of the employee, their dependants, and partner by the most economical means;
  - 459.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants, and partner;
  - 459.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
  - 459.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
460. Additional relocation assistance may be considered by Chief Executive Officer discretion.

## Loss or damage to clothing or personal effects

461. Where, other than due to the employee's negligence, loss or damage occurs in relation to an employee's clothing or personal effects in the course of work, the Chief Executive Officer may authorise the replacement cost of the items, taking into account:
- 461.1 the age of the item; and
  - 461.2 whether any other assistance, for example through insurance, is available to the employee.
462. The employee is required to provide a signed declaration for consideration when seeking the replacement cost of the item/s.

## Remote localities

### *Remote locality allowance*

463. Ongoing employees working outside a capital city will receive an allowance:
- 463.1 for employees with dependants where their partner (if any) is not an APS employee claiming a remote locality allowance (or similar), as provided in the below table; or

Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$2,618.72 per annum	\$2,718.23 per annum	\$2,810.65 per annum

- 463.2 for employees without dependants where their partner (if any) is not an APS employee claiming a remote locality allowance (or similar), as provided in the below table:

Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$1,326 per annum	\$1,376.39 per annum	\$1,423.19 per annum

464. The allowance values contained in clause 463 will continue to be increased in line with the headline wage increases. These increases are incorporated in the rates in the tables above.

*Transport costs for specialist medical treatment*

465. The Chief Executive Officer may authorise the reimbursement of the cost of reasonable return transport for a person requiring specialist medical treatment, where the person is:

- 465.1 an ongoing employee working outside a capital city; or
- 465.2 a dependant of an ongoing employee working outside a capital city and is residing with the employee.

466. Where circumstances prevent the person receiving the treatment from returning home on the same day, the Chief Executive Officer may authorise the reimbursement of reasonable costs incurred for accommodation.

467. The Chief Executive Officer will only authorise reimbursement where the employee submits a statement from a registered medical practitioner stating the nature of the medical problem and certifying that the travel for specialist medical treatment was necessary. Any financial assistance provided by the Reef Authority will take into account any assistance provided by private health care, the public health care system, and/or community schemes.

*Emergency or compassionate fares*

468. The Chief Executive Officer may authorise the reimbursement of the cost of one (1) economy airfare in respect of travel within Australia where:

- 468.1 a family member of an ongoing employee working outside a capital city, dies or becomes critically ill (where, based on medical advice, imminent death is expected); and
- 468.2 the employee or their spouse travels to visit the critically ill person or attend the funeral; and
- 468.3 where a previous reimbursement of an airfare in relation to the same matter has not already been authorised.

469. The employee must submit appropriate evidence in support of their reimbursement request; for example, a death certificate, funeral notice, or a statement from a registered medical practitioner who has been treating the family member.

## Section 10: Consultation, representation, and dispute resolution

### Consultation

#### *Principles*

- 470. 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.
- 471. The Reef Authority recognises:
  - 471.1 the importance of inclusive and respectful consultative arrangements;
  - 471.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - 471.3 the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on Reef Authority policies may occur over at least two (2) weeks, whereas a major change is likely to require a more extensive consultation process;
  - 471.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - 471.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
- 472. Genuine and effective consultation involves:
  - 472.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
  - 472.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
  - 472.3 considering feedback from employees and the relevant union(s) in the decision-making process; and
  - 472.4 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*

- 473. Consultation is required in relation to:
  - 473.1 changes to work practices which materially alter how an employee carries out their work;
  - 473.2 changes to, or the introduction of, policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
  - 473.3 major change that is likely to have a significant effect on employees;
  - 473.4 implementation of decisions that significantly affect employees;

- 473.5 changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
  - 473.6 other workplace matters that are likely to significantly or materially impact employees.
474. The Reef Authority, employees, and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the Reef Authority. 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*

475. This clause applies if the Reef Authority:
- 475.1 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
  - 475.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

*Representation*

476. 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.
477. The Reef Authority must recognise the representative if:
- 477.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - 477.2 the employee or employees advise the employer of the identity of the representative.

*Major change*

478. In this clause, a major change is likely to have a significant effect on employees if it results in, for example:
- 478.1 the termination of the employment of employees; or
  - 478.2 major change to the composition, operation, or size of the employer's workforce or to the skills required of employees; or
  - 478.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 478.4 the alteration of hours of work; or
  - 478.5 the need to retrain employees; or
  - 478.6 the need to relocate employees to another workplace; or
  - 478.7 the restructuring of jobs.
479. The following additional consultation requirements in clause 480 to 486 apply to a proposal to introduce a major change referred to in clause 473.3.

480. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 474.
481. Where practicable, the Reef Authority change manager, or a primary point of contact, will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.
482. The Reef Authority must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
483. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 474, the Reef Authority must:
- 483.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
    - 483.1.1 the proposed change;
    - 483.1.2 the effect the proposed change is likely to have on the employees; and
    - 483.1.3 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
  - 483.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
    - 483.2.1 all relevant information about the proposed change, including the nature of the change proposed; and
    - 483.2.2 information about the expected effects of the proposed change on the employees; and
    - 483.2.3 any other matters likely to affect the employees.
484. The Reef Authority must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
485. However, the Reef Authority is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
486. If a term in this agreement provides for a major change to production, program, organisation, structure, or technology in relation to the enterprise of the Reef Authority, the requirements set out in clauses 480 to 485 are taken not to apply.

*Change to regular roster or ordinary hours of work*

487. The following additional consultation requirements in clause 488 to 490 apply to a proposal to introduce a change referred to in clause 473.5.
488. The Reef Authority must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
489. As soon as practicable after proposing to introduce the change, the Reef Authority must:
- 489.1 discuss with employees and the relevant union(s) and/or other recognised representatives the proposed introduction of the change; and

- 489.2 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
- 489.2.1 all relevant information about the proposed change, including the nature of the proposed change; and
  - 489.2.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
  - 489.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and
- 489.3 invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, the Reef Authority is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
490. The Reef Authority must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

*Interaction with emergency management activities*

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

**Agency consultative committee**

492. The Chief Executive Officer may establish an agency consultative committee to discuss relevant workplace matters.
493. The Reef Authority's consultative committee will operate subject to an agreed terms of reference and structure for the term of this agreement. Representation on the committee will consist of three (3) management representatives and five (5) employee representatives (including an employee representative elected by the Reef Authority's union members). Further information regarding the committee's membership is included in the terms of reference.
494. The Reef Authority's consultative committee will meet four (4) times per year or as otherwise agreed by the committee. One (1) Community and Public Sector Union official is entitled to attend the meetings of the committee.
495. The Reef Authority's consultative committee will not be a decision-making body and the Reef Authority will continue to undertake consultation outside of the consultative committee.

**APS consultative committee**

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

## Dispute resolution

497. If a dispute relates to:
- 497.1 a matter arising under this agreement; or
  - 497.2 the NES;
- this term sets out procedures to settle the dispute.
498. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
499. 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.
500. 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.
501. 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 500 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
502. The Fair Work Commission may deal with the dispute in two (2) stages:
- 502.1 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
  - 502.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - 502.2.1 arbitrate the dispute; and
    - 502.2.2 make a determination that is binding on the parties.
- Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers 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.*
503. While the parties are attempting to resolve the dispute using the procedures in this term:
- 503.1 an employee must continue to perform their work as they would normally in accordance with established custom and practice at the Reef Authority that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
  - 503.2 subject to clause 503.1, 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:
    - 503.2.1 the work is not safe; or
    - 503.2.2 applicable work health and safety legislation would not permit the work to be performed; or
    - 503.2.3 the work is not appropriate for the employee to perform; or

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

504. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
505. Any disputes arising under the *Great Barrier Reef Marine Park Authority Enterprise Agreement 2018-2021* as maintained by the *Great Barrier Reef Marine Park Authority (Subsection 24(1) – Non-SES Employees) Determination 2021/1* or the NES that were formally notified under clause E1 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*

506. Where the provisions of clauses 497 to 505 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 498, 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 501.

## **Delegates' rights**

507. 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 Reef Authority.
508. The role of union delegates is to be respected and supported.
509. The Reef Authority and union delegates will work together respectfully and collaboratively.

*Supporting the role of union delegates*

510. The Reef Authority respects the role of union delegates to:
- 510.1 provide information, consult with, and seek feedback from employees in the workplace on workplace matters;
  - 510.2 consult with other delegates and union officials, and get advice and assistance from union officials;
  - 510.3 represent the interests of members to the employer and industrial tribunals; and
  - 510.4 represent members at relevant union forums, consultative committees, or bargaining.
511. The Reef Authority and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.
512. 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.

513. To support the role of union delegates, the Reef Authority will, subject to legislative and operational requirements, including privacy and security requirements:
- 513.1 provide union delegates with reasonable access to Reef Authority facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
  - 513.2 advise union delegates and other union officials of the Reef Authority facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
  - 513.3 allow reasonable official union communication appropriate to the Reef Authority 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 the Reef Authority vetoing reasonable communications;
  - 513.4 provide access to new employees as part of induction; and
  - 513.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
514. 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 Reef Authority before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

### **Employee representational rights**

515. An employee has the right to be represented by a representative of their choice in matters relating to their employment and/or the operation of this agreement.
516. The role of all representatives is respected and facilitated.
517. Employees are free to choose to join, or not to join, a union. Irrespective of that choice, employees will not be disadvantaged or discriminated against in respect of their employment.
518. An employee who chooses to be a member of a union has the right to have their industrial interests represented by that union.

## Section 11: Separation and retention

### Resignation

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

### Payment on death of an employee

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

### Redeployment, retraining, redundancy

523. The following provisions apply to all employees covered by this agreement excluding:
- 523.1 an employee serving a probationary period; or
  - 523.2 non-ongoing or casual employees.

#### Definitions

524. The following definitions apply to this section:

Potentially excess employee	An employee will be considered potentially excess where there is a possibility or probability that they will be subject to the organisational factors as defined below for an excess employee.
Notification	Where the Reef Authority is aware that an employee is likely to become excess, the employee is advised accordingly.
Consultation Period	A period of four (4) weeks commencing from the date the Chief Executive Officer commences discussions with the employee regarding their potentially excess status.
Excess employee	An employee will be considered excess where one (1) or more of following apply: <ul style="list-style-type: none"> <li>a) the Reef Authority declares an employee excess after the four (4) weeks consultation period, or earlier if the employee consents;</li> <li>b) the employee is part of a class of employees that is larger in size than is necessary for the efficient and economical working of the Reef Authority;</li> </ul>

	<p>c) the services of an employee cannot be effectively used because of technological or other changes in the work methods of the Reef Authority, or structural or other changes in the nature, extent, or organisation of the functions of the Reef Authority; and/or</p> <p>d) the duties usually performed by the employee are to be performed in a different locality, the employee is not willing to perform the duties at the other locality, and the Chief Executive Officer has determined that these provisions will apply to that employee.</p>
Consideration Period	A period of four (4) weeks commencing from the date the Chief Executive Officer declares an employee to be excess and makes that excess employee a formal offer of voluntary termination.
Salary	<p>Includes:</p> <p>a) the employee's salary on the date of termination;</p> <p>b) temporary performance loading where the employee has received the loading for a continuous period of at least twelve (12) months immediately preceding the date on which the employee is given a formal offer of a voluntary termination; and</p> <p>c) allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred or a payment for disabilities associated with the performance of duty.</p>
Retention Period	<p>Either:</p> <p>a) six (6) months where an employee has ten (10) years of APS service; or</p> <p>b) three (3) months for other employees.</p> <p>The retention period commences the day after the expiry of the consideration period where an offer of voluntary termination has been made and rejected, and where the Reef Authority proceeds with involuntary termination.</p>

*Consultation process*

525. When the Chief Executive Officer is aware that an employee is likely to become potentially excess or excess, the Chief Executive Officer will notify the employee, in writing, of the situation at the earliest practicable time and will invite the employee to discuss their situation. The nature of discussions will depend upon whether the employee is likely to become potentially excess or excess, as this will guide the discussion in terms of proposed action. The employee will be entitled to bring a support person to these discussions.
526. At the time the employee is identified as potentially excess, they will be offered assistance and support consistent with any APS Redeployment Policy in place at the time, including:
- 526.1 advice on the redeployment and redundancy processes;
  - 526.2 a point of contact for individual queries;
  - 526.3 the ability to request calculations of their redundancy pay-out figures;
  - 526.4 assistance with identifying redeployment opportunities;
  - 526.5 training and re-skilling assistance; and/or

526.6 access to the Employee Assistance Program for free personal counselling.

*Redeployment process for potentially excess employees*

527. Priority consideration for vacancies at level is provided to potentially excess employees.
528. Where the employee nominates a representative to be involved in the redeployment process, the Chief Executive Officer will hold discussions with the employee and their representative.

*Transition from potentially excess to excess*

529. The Reef Authority will continually monitor the progress of redeployment action and the likelihood of the employee being placed at their classification. The period allowed for this is variable depending upon job vacancies and the skills and qualifications of the employee.
530. Where the Reef Authority believes that the possibility of a suitable vacancy at the employee's classification is unlikely, the potentially excess employee may be declared excess.
531. In some circumstances, the organisational factors as defined in clause 524 (excess employee) will be immediate and may not allow the employee to be regarded as potentially excess, and therefore, eligible for internal redeployment. In such cases, the employee will be immediately declared as excess.

*Excess employee – consultation period*

532. Where an excess employee situation is identified, the Chief Executive Officer will:
- 532.1 advise in writing, the employee directly affected and any nominated representative of the situation, the reasons and scope;
  - 532.2 outline the reasons why redeployment is not viable and discuss the process for voluntary termination;
  - 532.3 hold discussions with the employee and any nominated representative; and
  - 532.4 declare the employee as excess and offer the affected employee voluntary termination.
533. Where 15 or more employees are likely to become excess, the Chief Executive Officer will comply with the provisions of sections 530 and 531 of the FW Act.

*Voluntary termination offer*

534. The voluntary termination offer must state when the Chief Executive Officer proposes to issue the termination notice if the offer is accepted.
535. The offer should include the following information to assist the employee in their considerations:
- 535.1 amount payable as termination pay, pay in lieu of notice, and accrued annual and long service leave credits;
  - 535.2 contact details for superannuation contribution information providers;
  - 535.3 taxation rules applicable to the various payments; and
  - 535.4 the availability of financial assistance, on a reimbursement basis, towards obtaining independent financial advice up to the value of \$500.

536. Only one (1) offer of voluntary termination will be made to an employee.

*Excess employee – consideration period*

537. The employee will have four (4) weeks in which to consider the offer of voluntary termination.

538. An employee who has received an offer of voluntary termination must advise the Chief Executive Officer, in writing, before the end of the consideration period whether the employee wishes to accept or reject the offer of voluntary termination.

539. If the employee does not accept the formal offer of voluntary termination and indicates their preference for continued employment within the APS or elsewhere, the employee will be taken to have a preference to be considered for involuntary termination and their retention period will commence in accordance with clause 552.

*Early voluntary termination option*

540. Should the employee request an earlier termination date that falls within the consideration period, if approved by the Chief Executive Officer, the employee will be entitled to receive payment for the unexpired portion of the consideration period.

541. An offer of voluntary termination to an employee who is not fit for work and not at work, may be made to an employee who is excess in accordance with the excess employee circumstances outlined in clause 524, only where the Chief Executive Officer, having regard to the Commonwealth's potential liability, decides it is appropriate.

*Voluntary termination process*

542. If an employee accepts an offer of voluntary termination, and the Chief Executive Officer agrees to the termination, the Chief Executive Officer will issue a notice of termination under section 29 of the PS Act.

543. The period of notice will be four (4) weeks, or five (5) weeks for an employee over 45 years of age with at least five (5) years of continuous, current APS service at the time of the offer.

544. Where an employee elects to terminate their employment before the expiration of the notice period, payment in lieu for the unexpired portion of the notice period, will be made.

545. Notice of termination will not be given before the end of the consideration period without the agreement of the employee.

*Severance pay*

546. As per clause 534, an employee who is offered and accepts voluntary termination and whose employment is terminated by the Chief Executive Officer under section 29 of the PS Act on the grounds that they are excess to requirements, will be entitled to the following severance pay:

546.1 two (2) weeks salary for each completed continuous year of service, and a pro-rata payment for each completed continuous month of service since the last completed year of service, to a maximum of 48 weeks salary.

Note: The severance pay an excess employee will receive, as calculated under the agreement, is subject to any minimum entitlement the employee has under the NES.

547. Severance pay is calculated on a pro-rata basis for any period of service when the employee worked part-time during their period of service and the employee has less than 24 years full-time service, subject to any minimum amount the employee is entitled to under the NES.

*Service for severance pay purposes*

548. Service for severance pay purposes means:

- 548.1 service with the Reef Authority;
- 548.2 'Government Service' as defined in section 10 of the LSL Act;
- 548.3 service with a Commonwealth body (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;
- 548.4 service with the Australian Defence Forces;
- 548.5 APS service immediately preceding deemed resignation under repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes; and
- 548.6 service in another organisation where an employee was transferred from that organisation with a transfer of function; or an employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.

549. For earlier periods of service to count, there must be no breaks between the periods of service, except where:

- 549.1 the break in service is less than one (1) month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
- 549.2 the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.

*Service not to count for severance pay purposes*

550. Periods of service that will not count as service for redundancy pay purposes are periods of service that ceased by way of:

- 550.1 termination under section 29 of the PS Act;
- 550.2 prior to the commencement of the PS Act, by way of redundancy; forfeiture of office; retirement on the grounds of invalidity; inefficiency or loss of qualifications; dismissal or termination of probationary appointment for reasons of unsatisfactory service;
- 550.3 voluntary retirement at or above the minimum retiring age applicable to the employee; and
- 550.4 payment of a redundancy benefit or a similar payment or an employer-financed retirement benefit.

551. Absences from duty which do not count as service for long service leave purposes will not count for severance pay purposes.

*Retention period*

552. Should an employee not accept the formal offer of voluntary termination, the employee will be formally advised that the Reef Authority has commenced involuntary termination proceedings and their retention period commences on the day after the expiry of the consideration period.
553. During the retention period:
- 553.1 the Reef Authority will continue to provide and resource reasonable career transition services and support and take reasonable steps to move an excess employee to a suitable vacancy; and
  - 553.2 employees will take reasonable steps to secure permanent re-assignment or placement.
554. The retention period is either:
- 554.1 six (6) months where an employee has ten (10) years APS service; or
  - 554.2 three (3) months for other employees.

Note: The above retention periods will be reduced by an amount equivalent to any NES redundancy payment the employee would be entitled to on termination of employment.

555. Where the Chief Executive Officer determines there is insufficient productive work available to an excess employee during the retention period, the Chief Executive Officer may, with the agreement of the employee, terminate their employment under section 29 of the PS Act and pay an appropriate amount if prescribed under the NES. Employees who are terminated in accordance with this clause are not entitled to severance pay as per clauses 546 and 547.

*Support during retention period*

556. The following provisions will apply to employees during their retention period:
- 556.1 in respect of payments for outplacement services or training opportunities that would be expected to enhance employment prospects, employees at the APS 1 to APS 6 classifications (or equivalent) can access up to \$3,000 and employees at the EL 1 and EL 2 classifications (or equivalent) can access up to \$5,000; and
  - 556.2 employees may, on request, seek to use the above assistance to meet reasonable travel costs and incidental expenses incurred while seeking alternative employment.

*Reduction in classification*

557. If a suitable vacancy does not exist at the same classification within the Reef Authority or where the Chief Executive Officer proposes to reduce an excess employee's classification as a means of securing alternative employment, the employee will be given four (4) weeks' notice. If reduction occurs after the offer of voluntary termination and before the end of the retention period, the employee will receive payments to maintain the employee's salary level for the balance of the retention period.

*Leave during the retention period*

558. Retention periods will only be extended by certified leave for personal illness or injury or mandatory maternity leave, where the Chief Executive Officer is satisfied that an employee is substantially incapacitated and unfit for work. The retention period will not be extended for

other absences except where the Chief Executive Officer is satisfied that exceptional circumstances exist. The period will not be extended on these grounds beyond an additional eight (8) weeks.

*Involuntary termination*

559. If an excess employee is unsuccessful in obtaining permanent reassignment at the end of the retention period, their employment will be terminated under section 29 of the PS Act.
560. Where an excess employee's employment is to be terminated, the employee will be given four (4) weeks' notice of termination (or five (5) weeks for an employee over 45 years of age with at least five (5) years of continuous, current APS service). This period of notice will be served, as far as practicable, concurrently with the retention period.
561. Where an employee elects to terminate their employment before the expiration of the notice period, payment in lieu for the unexpired notice period will be made.
562. In deciding whether to terminate an excess employee, the Chief Executive Officer will take account of any re-assignment process that may be in progress.
563. An excess employee may consent to involuntary termination during the retention period.

## Section 12: Other APS-wide matters

### Recruitment integrity and mobility

#### *Recruitment integrity*

564. The Reef Authority commits to uphold recruitment integrity through recruitment and selection practices that reflect the APS Values and Employment Principles; in particular, the essential components of fairness, equity, transparency, and making engagement and promotion decisions based on merit.
565. When undertaking recruitment activities, the following principles apply:
- 565.1 decision makers will be trained and supported to identify, manage or avoid conflicts of interest;
  - 565.2 decision makers will act without patronage, favouritism, unmanaged conflicts of interest, bias, or unlawful discrimination;
  - 565.3 the selection process will have close regard for the principles of workplace diversity and natural justice;
  - 565.4 all employment decisions will be transparent and employees will receive written confirmation of decisions;
  - 565.5 positions will be classified in accordance with the APS Work Level Standards;
  - 565.6 duties and selection criteria for individual positions will be shown on individual position descriptions; and
  - 565.7 the usual basis for engagement is as an ongoing employee. Non-ongoing employees can be engaged for a specified term or specified task only where there is justification for non-ongoing employment or where budget availability is for a fixed or finite period.
566. Recruitment and selection will be conducted in accordance with the following:
- 566.1 APS recruitment policy/guidelines including the APS Employment Principles;
  - 566.2 Reef Authority's Recruitment and Selection Policy; and
  - 566.3 Reef Authority's Recruitment and Selection Procedure and Guidelines.
567. Employees may apply for review of certain promotion decisions in accordance with the *Public Service Regulations 2023*.

#### *Mobility*

568. The movement of APS employees applies to ongoing employees transferring temporarily at level and for higher duties. The Reef Authority supports mobility and encourages employees to broaden their experience.
569. Movement of APS employees will be conducted in accordance with the Reef Authority's Recruitment and Selection Policy and APS Mobility Framework.

## Attachment A – Base salaries

<b>Classification</b>	<b>Salary levels</b>	<b>As at 31 August 2023</b>	<b>Commencement of agreement</b>	<b>From 13 March 2025</b>	<b>From 12 March 2026</b>
APS 1	APS 1.1	\$48,862	\$52,000*	\$54,516*	\$57,497*
	APS 1.2	\$50,216	\$52,225	\$59,618*	\$61,645
	APS 1.3	\$55,226	\$57,435	\$60,732*	\$62,797
	APS 1 Performance Point**	\$56,259	\$58,509		
APS 2	APS 2.1	\$56,484	\$58,743	\$60,975	\$63,048
	APS 2.2	\$58,431	\$60,768	\$63,077	\$65,222
	APS 2.3	\$60,380	\$62,795	\$65,181	\$67,397
	APS 2.4	\$62,327	\$64,820	\$67,283	\$69,571
	APS 2 Performance Point	\$63,491	\$66,031	\$68,540	\$70,870
APS 3	APS 3.1	\$63,942	\$66,500	\$69,027	\$71,374
	APS 3.2	\$65,530	\$68,151	\$70,741	\$73,146
	APS 3.3	\$67,124	\$69,809	\$72,462	\$74,926
	APS 3.4	\$68,790	\$71,542	\$74,261	\$76,786
	APS 3 Performance Point	\$70,078	\$72,881	\$75,650	\$78,222
APS 4	APS 4.1	\$70,941	\$73,779	\$76,583	\$79,187
	APS 4.2	\$73,936	\$76,893	\$79,815	\$82,529
	APS 4.3	\$74,940	\$77,938	\$80,900	\$83,651
	APS 4.4	\$76,788	\$79,860	\$82,895	\$85,713
	APS 4 Performance Point	\$78,223	\$81,352	\$84,443	\$87,314
APS 5	APS 5.1	\$78,806	\$81,958	\$85,072	\$88,833*
	APS 5.2	\$80,831	\$84,064	\$87,258	\$90,225
	APS 5.3	\$82,857	\$86,171	\$89,445	\$92,486
	APS 5.4	\$84,890	\$88,286	\$91,641	\$94,757
	APS 5 Performance Point	\$86,476	\$89,935	\$93,353	\$96,829*
APS 6	APS 6.1	\$86,931	\$90,408	\$94,563*	\$99,733*
	APS 6.2	\$89,234	\$92,803	\$96,330	\$104,456*
	APS 6.3	\$93,580	\$97,323	\$101,021	\$108,378*
	APS 6.4	\$97,093	\$100,977	\$104,814	\$110,405*

Reef Authority Enterprise Agreement 2024-2027

	APS 6 Performance Point	\$98,910	\$102,866	\$106,775	\$111,702*
EL 1	EL 1.1	\$108,681	\$113,028	\$117,323	\$121,312
	EL 1.2	\$111,434	\$115,891	\$120,295	\$124,385
	EL 1.3	\$114,181	\$118,748	\$123,260	\$127,451
	EL 1.4	\$116,929	\$121,606	\$126,227	\$130,519
	EL 1 Performance Point	\$119,117	\$123,882	\$128,590	\$132,962
EL 2	EL 2.1	\$127,284	\$132,375	\$137,405	\$142,077
	EL 2.2	\$133,719	\$139,068	\$144,353	\$149,261
	EL 2.3	\$138,267	\$143,798	\$149,262	\$154,337
	EL 2.4	\$142,936	\$148,653	\$154,302	\$159,548
	EL 2.5	\$147,654	\$153,560	\$159,395	\$164,814
	EL 2 Performance Point	\$150,416	\$156,433	\$162,377	\$167,898

\*The Commonwealth's pay fragmentation mechanism causes this increase to be greater than the headline wage increase for that year.

\*\* The Commonwealth's pay fragmentation mechanism causes this level to be absorbed by the previous salary level as indicated by no salary specified.

**Legal Officers**

<u>Classification</u>	<u>Salary levels</u>	<u>As at 31 August 2023</u>	<u>Commencement of agreement</u>	<u>From 13 March 2025</u>	<u>From 12 March 2026</u>
APS 3	LO 1.1	\$64,877	\$67,472	\$70,036	\$72,417
APS 4	LO 1.2	\$75,999	\$79,039	\$82,042	\$84,831
APS 5	LO 1.3	\$79,789	\$82,981	\$86,134	\$89,063
	LO 1.4	\$84,648	\$88,034	\$91,379	\$94,486
APS 6	LO 1.5	\$92,497	\$96,197	\$99,852	\$103,247
	LO 1.6	\$100,534	\$104,555	\$108,528	\$112,218
EL 1	SLO 1.1	\$114,068	\$118,631	\$123,139	\$127,326
	SLO 1.2	\$120,679	\$125,506	\$130,275	\$134,704
	SLO 1.3	\$130,332	\$135,545	\$140,696	\$145,480
	SLO 1.4	\$138,270	\$143,801	\$149,265	\$154,340
EL 2	PLO 1.1	\$146,691	\$152,559	\$158,356	\$163,740
	PLO 1.2	\$151,097	\$157,141	\$163,112	\$168,658
	PLO 1.3	\$159,765	\$166,156	\$172,470	\$178,334

## Attachment B – Formal acceptance of this agreement

This agreement is made and approved under section 172 of the FW Act.

By signing below the parties to this agreement signify their agreement to the terms of the *Great Barrier Reef Marine Park Authority Enterprise Agreement 2024 – 2027*.

**On behalf of the Minister for the Environment and Water**



Joshua Thomas  
Chief Executive Officer  
Great Barrier Reef Marine Park Authority  
235 Stanley Street (Stanley Place), Townsville QLD

12/03/2024

Date

**On behalf of the employees of the Great Barrier Reef Marine Park Authority**



Andrew Schofield  
Bargaining Representative  
235 Stanley Street (Stanley Place), Townsville QLD

12/03/2024

Date

**On behalf of the employees of the Great Barrier Reef Marine Park Authority**



Matthew Habermann  
Bargaining Representative  
223 Leo Zussino Drive, Gladstone QLD

11/03/2024

Date

**On behalf of the Community and Public Sector Union (CPSU)**



Beth Vincent-Pietsch  
CPSU Deputy National President  
4/224 Bunda Street, Canberra ACT

12/03/2024

Date