

DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Commonwealth Of Australia As Represented By The Royal Australian Mint

(AG2024/759)

ROYAL AUSTRALIAN MINT ENTERPRISE AGREEMENT 2024 – 2027

Commonwealth employment

DEPUTY PRESIDENT MASSON

MELBOURNE, 2 APRIL 2024

Application for approval of the Royal Australian Mint Enterprise Agreement 2024 – 2027

[1] An application has been made for approval of an enterprise agreement known as the *Royal Australian Mint Enterprise Agreement 2024 – 2027* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Commonwealth of Australia (Royal Australian Mint). The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the *Fair Work Act*, that commenced operation on 6 June 2023. The notification time for the Agreement under s.173(2) was 27 February 2023 and the Agreement was made on 8 March 2024. Accordingly, both the genuine agreement and the better off overall test requirements are those applying on and from 6 June 2023.

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

[4] The “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU), the Community and Public Sector Union (CPSU), and the Association of Professional Engineers, Scientists and Managers, Australia (APESMA), being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 9 April 2024. The nominal expiry date of the Agreement is 27 February 2027.

DEPUTY PRESIDENT

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Royal Australian Mint Enterprise Agreement 2024 – 2027

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Section 1: Technical matters

Title

1. This agreement will be known as the *Royal Australian Mint Enterprise Agreement 2024 – 2027*.

Parties to this agreement

2. This agreement covers:
 - 2.1. The CEO, for and on behalf of the Commonwealth of Australia as the employer;
 - 2.2. all employees in the Mint employed under the PS Act other than Senior Executive Service employees or equivalent; and
 - 2.3. subject to notice being given in accordance with section 183 of the FW Act, the following employee organisations which were bargaining representatives for this agreement:
 - 2.3.1. the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, known as the Australian Manufacturing Workers' Union;
 - 2.3.2. the Community and Public Sector Union; and
 - 2.3.3. the Association of Professional Engineers, Scientists and Managers, Australia, known as Professionals Australia.

Operation of this agreement

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

Delegations

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

National Employment Standards (NES) precedence

6. The terms of this agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this agreement is detrimental to an employee of the Mint 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 CEO and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- 10.1. the agreement deals with one or more of the following matters:
 - 10.1.1. arrangements about when work is performed;
 - 10.1.2. overtime rates;
 - 10.1.3. penalty rates;
 - 10.1.4. allowances;
 - 10.1.5. remuneration; and
 - 10.1.6. leave and leave loading; and
 - 10.2. the arrangement meets the genuine needs of the Mint 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 CEO and employee.
11. The CEO must ensure that the terms of the 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 CEO must ensure that the individual flexibility arrangement:
- 12.1. is in writing;
 - 12.2. includes the name of the CEO and employee;
 - 12.3. is signed by the CEO 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 individual flexibility 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 CEO must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
14. The CEO 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 CEO and employee agree in writing – at any time.
15. The CEO and employee are to review the individual flexibility arrangement at least every 12 months.

Definitions

16. The following definitions apply to this agreement:

Agreement means the *Royal Australian Mint Enterprise Agreement 2024 – 2027*.

APS means the Australian Public Service.

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

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

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.

CEO means the person occupying the position of Chief Executive Officer of the Royal Australian Mint or the delegate of the CEO.

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

Classification or classification level means an approved classification as set out in rule 5 of the [Public Service Classification Rules 2000](#).

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

Delegate of the CEO means someone to whom a power or function of the CEO 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.

EL employee includes an employee who is acting in the classification of an Executive Level 1 or Executive Level 2 employee.

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 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 75 hours per fortnight in accordance with this agreement.

FW Act means the [Fair Work Act 2009](#) as amended from time to time.

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

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

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.

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

Ordinary hours of 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 an average of 75 hours per fortnight in accordance with this agreement.

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

PS Act means the [Public Service Act 1999](#) as amended from time to time.

Relevant employee means an affected employee.

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

Shiftworker means an employee rostered to work shiftwork in accordance with this agreement.

TOIL means time off in lieu.

Usual location of work

17. An employee's usual location of work will be identified in the employee's letter of offer or other engagement documentation. If no location is specified on engagement, the employee's usual location of work will be the Mint's premises at Denison Street, Deakin, Australian Capital Territory (or any subsequent address if the location of the Mint changes).
18. The CEO may change an employee's usual location of work:
 - 18.1. by agreement with the employee; or
 - 18.2. based on business requirements, subject to consulting with the employee prior to the change.
19. The employee's usual location of work will be used to determine or calculate an entitlement where an employee's normal or usual place of work is relevant, including travel allowance and public holiday entitlements.
20. If an employee enters into a flexible working arrangement, this will not affect the employee's usual location of work, unless expressly stated and agreed to by the CEO.

Section 2: Remuneration

Salary

21. Salary rates will be as set out in Attachment A – Base salaries of this agreement.
22. The base salary rates in Attachment A – Base salaries include the following increases:
 - 22.1. 4.0 per cent from the first full pay period on or after 1 March 2024 (the 14 March 2024);
 - 22.2. 3.8 per cent from the first full pay period on or after 1 March 2025 (the 13 March 2025); and
 - 22.3. 3.4 per cent from the first full pay period on or after 1 March 2026 (the 12 March 2026).
23. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the base salary rates in Attachment A – Base salaries were calculated based on base salary rates as at 31 August 2023.

Payment of remuneration

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

$$\text{Fortnightly salary} = \frac{\text{Annual salary}}{26} \times \frac{52}{100}$$

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.

26. The salaries for part-time employees are calculated on a pro-rata basis.
27. The base hourly rate paid to casual employees will be based on the following formula:

$$\text{Base hourly rate} = \frac{\text{Annual salary}}{26} \times \frac{52}{100}$$

28. Casual employees will be paid on an hourly basis as set out in clauses 107 to 114.

Salary setting

29. Where an employee is engaged, moves to or is promoted in the Mint, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the CEO determines that a higher salary within the relevant salary range applies in accordance with these provisions.
30. The CEO may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
31. In determining a salary under these provisions, the CEO will have regard to relevant factors including the employee's experience, qualifications and skills.
32. Where an employee commences ongoing employment in the Mint immediately following a period of non-ongoing employment in the Mint, the CEO 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 Mint.

33. Where an employee commences ongoing employment in the Mint immediately following a period of casual employment in the Mint, the CEO 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 Mint.
34. Where an APS employee moves to the Mint at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the CEO will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
35. Where the CEO determines that an employee's salary has been incorrectly set, the CEO may determine the correct salary and the date of effect.

Increment advancement

36. Employees (excluding casual employees) will be granted a move to a higher pay point by the CEO within their allocated and acting classification on 1 July each year if:
 - 36.1. the employee is not engaged as an apprentice;
 - 36.2. the employee has not reached the maximum pay point;
 - 36.3. the employee has 6 months aggregate eligible service in the Mint at or above the relevant classification level; and
 - 36.4. the CEO determines the employee has performed to at least a satisfactory standard with regard to the relevant classification.
37. To avoid doubt, eligible service for the purposes of clause 36.3 includes:
 - 37.1. periods of paid and unpaid parental leave;
 - 37.2. periods of unpaid leave that counts as service; and
 - 37.3. service while employed on a non-ongoing basis.
38. Should an employee who is otherwise eligible to move to a higher pay point be on unpaid parental leave, they will be eligible to advance a maximum of one increment during a continuous period of such leave, regardless of the length of unpaid parental leave.
39. Moves to a higher pay point in an acting classification are to be retained should the employee be promoted to the higher classification or for future acting duties at the higher classification (per clause 72).
40. If an employee has less than 6 months of aggregate eligible service, the CEO may exercise their discretion to determine a higher salary under clause 30.

Superannuation

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

43. The Mint will make employer superannuation contributions to an eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer using a file generated by the Mint's payroll system.

Method for calculating superannuation

44. The Mint 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.
45. Employer contributions will be made for all employees covered by this agreement.
46. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

Overpayments

47. An overpayment occurs if the CEO (or the Mint) 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 another amount payable under this agreement).
48. Where the CEO considers that an overpayment has occurred, the CEO will provide the employee with notice in writing. The notice will provide details of the overpayment.
49. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the CEO in writing within 28 calendar days of receiving the notice referred to at clause 48. In this event, no further action will be taken until the employee's response has been reviewed.
50. If after considering the employee's response (if any) the CEO confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the Mint in full by the employee.
51. The CEO and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
52. The CEO and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
53. Interest will not be charged on overpayments.
54. Nothing in clauses 47 to 53 prevents:
- 54.1. the Mint from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the [Public Governance, Performance and Accountability Act 2013](#);
 - 54.2. the Mint from pursuing recovery of the debt through other available legal avenues; or
 - 54.3. the employee or the Mint from seeking approval to waive the debt under the [Public Governance, Performance and Accountability Act 2013](#).

Salary packaging

- 55. An employee may elect to sacrifice salary for other benefits (salary package) as agreed to by the CEO.
- 56. An employee who elects to salary package must meet costs, including any fringe benefits tax and administrative costs, incurred as a result of a salary packaging arrangement.
- 57. Where an employee salary packages as described in clause 55, their salary for purposes of superannuation, severance and termination payments will be determined as if the salary packaging arrangement was not in place.

Section 3: Allowances

Community language allowance

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

Table 1: Community language allowance rates

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

60. The community language allowance is calculated annually and paid fortnightly.
61. The full community language allowance is payable regardless of flexible work and part-time arrangements.
62. The community language allowance is payable during periods of paid leave.
63. The community language allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

Confined space allowance

64. The confined space allowance is paid where an employee is required to work in a confined space.
65. The confined space allowance is paid at a rate specified in Table 2: Confined space allowance rates for each hour worked in a confined space.

Table 2: Confined space allowance rates

Rate from commencement of this agreement	Rate from 13 March 2025	Rate from 12 March 2026
68 cents per hour	71 cents per hour	73 cents per hour

Healthy lifestyle allowance

- 66. The healthy lifestyle allowance is paid to employees who are engaged on an ongoing basis and are not on leave without pay on 1 July each year.
- 67. The CEO may determine that the healthy lifestyle allowance is paid to an employee who is engaged on an ongoing basis and is on leave without pay on 1 July.
- 68. The healthy lifestyle allowance is paid at a rate of \$320.00 for full-time employees (adjusted on 13 March 2025 and then 12 March 2026 in-line with the percentage change in the annual all groups Consumer Price Index for the most recently released December quarter, as advised by the Australian Bureau of Statistics). The healthy lifestyle allowance is calculated at a pro-rata rate for part-time employees based on their part-time work arrangements as at 1 July.

Higher duties allowance

- 69. Where a role needs to be filled for 2 or more working weeks (qualifying period), the higher duties allowance will be paid to an employee temporarily occupying the role and acting at a classification level higher than their substantive classification level.
- 70. The higher duties allowance will be equal to the difference between the employees’ current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the CEO.
- 71. An employee will continue to receive payment at a higher classification while on paid leave and during public holidays for the period that the temporary assignment would have continued but for the leave or the public holiday. Pay will be calculated on a pro-rata basis where the leave is not at full pay.
- 72. Where an employee is found to be eligible for a movement to a higher pay point at their acting classification level, they will receive an appropriate increase in the rate of higher duties allowance. The employee’s salary level will, at a minimum, be retained for all future periods in which the employee is acting at that higher classification regardless of elapsed time.
- 73. Where an employee is assigned only part of the higher duties, the CEO will determine the amount of the higher duties allowance payable.
- 74. The 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 that arrangement is at least 2 working weeks.
- 75. The CEO may shorten the qualifying period for the higher duties allowance referred to in clause 69 on a case-by-case basis.

Meal allowance

76. A meal allowance is paid to APS 1-6 employees where they are directed to perform work that:
- 76.1. is additional to the employee's ordinary hours of work or in the case of a casual employee, their rostered hours of work;
 - 76.2. is for a continuous period of at least 2 hours on a weekday or a public holiday which falls on a day that would otherwise be a weekday, or for a continuous period of at least 3 hours on a weekend or a public holiday which falls on a day that would otherwise be a weekend; and
 - 76.3. extends beyond a meal period.
77. Meal periods are:

Table 3: Meal periods

Day	Time
Weekdays and public holidays which fall on a day that would otherwise be a weekday.	12.00am to 1.00am
	7.00am to 9.00am
	7.00pm to 9.00pm
Weekends and public holidays which fall on a day that would otherwise be a weekend.	12.00am to 1.00am
	7.00am to 9.00am
	12.00pm to 1.00pm
	7.00pm to 9.00pm

78. The meal allowance is paid at the most recently determined applicable rate set out by the Australian Taxation Office.

Motor vehicle allowance

79. The motor vehicle allowance is paid where the CEO authorises the use of an employee's motor vehicle for a specified purpose which is connected to the employee's duties on the basis that the use of that motor vehicle for such purposes is of benefit to the Mint, and that motor vehicle is used for the specified purpose.
80. The motor vehicle allowance is paid on a per kilometre basis at the most recently determined applicable rate set out by the Australian Taxation Office, or as otherwise determined by the CEO.

Restriction duty allowance

81. The restriction duty allowance is paid to an employee who is restricted in accordance with clause 150.

82. The restriction allowance is paid at a rate of:
- 82.1. \$16.50 per day for being restricted on a weekday;
 - 82.2. \$36.00 per day for being restricted on a weekend; and
 - 82.3. \$48.00 per day for being restricted on a Public Holiday.

Travel allowance

83. The travel allowance is paid where an employee is required to travel for work in accordance with clause 373.
84. The travel allowance is:
- 84.1. for travel which exceeds 10 hours in a single day but does not span multiple days, \$49, adjusted on 13 March 2025 and then 12 March 2026 in-line with the percentage change in the annual all groups Consumer Price Index for the most recently released December quarter, as advised by the Australian Bureau of Statistics;
 - 84.2. for full-day travel which spans multiple days, the most recently determined applicable rate set out by the Australian Taxation Office.

Welding allowance

85. The welding allowance is paid to an employee who holds a welding qualification and is required by the CEO to weld.
86. The welding allowance is paid to eligible employees at the rate specified in Table 4: Welding allowance rates. The welding allowance is calculated at a pro-rata rate for part-time and casual employees.

Table 4: Welding allowance rates

Rate from commencement of this agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$11.44 per week	\$11.87 per week	\$12.27 per week

87. A casual employee is not an eligible employee for the purposes of clause 86 if they do not undertake work during the pay cycle for which the welding allowance is otherwise payable.

Workplace disturbance allowance

88. The CEO seeks to prevent employees from being subject to a workplace disturbance.
89. Where an employee suffers a workplace disturbance, the CEO may approve the payment of a workplace disturbance allowance.
90. The CEO may have regard to similar allowance rates specified in other industrial instruments, the views of affected employees and any other factor the CEO determines to be appropriate.

Workplace responsibility allowance

91. A workplace responsibility allowance is paid to employees assigned duties of:
- 91.1. First Aid Officer;
 - 91.2. Emergency Warden;
 - 91.3. Mental Health First Aid Officer; or
 - 91.4. Harassment Contact Officer.
92. A workplace responsibility allowance is paid to employees who are appointed or elected as a Health and Safety Representative under the [Work Health and Safety Act 2011](#).
93. The workplace responsibility allowance is paid to an eligible employee at the following rates regardless of part-time and flexible work arrangements.

Table 5: Workplace responsibility rates

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

94. A casual employee is not an eligible employee for the purposes of clause 93 if they do not undertake work during the pay cycle for which the workplace responsibility allowance is otherwise payable.
95. Employees may not receive more than one workplace responsibility allowance, unless approved by the CEO due to operational requirements.

Section 4: Classifications

Classifications

96. The Mint's classification structure under this agreement consists of the following classifications as set out in the [Public Service Classification Rules 2000](#):
- 96.1. Executive Level 2 (EL 2);
 - 96.2. Executive Level 1 (EL 1);
 - 96.3. Australian Public Service Level 6 (APS 6);
 - 96.4. Australian Public Service Level 5 (APS 5);
 - 96.5. Australian Public Service Level 4 (APS 4);
 - 96.6. Australian Public Service Level 3 (APS 3);
 - 96.7. Australian Public Service Level 2 (APS 2);
 - 96.8. Australian Public Service Level 1 (APS 1);
 - 96.9. Graduate APS; and
 - 96.10. Apprentice APS (Trades).

Graduates

97. The Mint may engage Graduate APS employees in accordance with the PS Act.
98. The rate of pay applicable to an employee engaged and allocated a Graduate APS classification is the lowest APS 2 pay point as specified in Attachment A – Base salaries.
99. On successful completion of the employee's graduate program including training, the employee is allocated to the APS 3 classification.

Apprentices

100. The Mint may engage Apprentice APS (Trades) employees in accordance with the PS Act.
101. The rate of pay applicable to an employee engaged and allocated an Apprentice APS (Trades) classification is specified in Attachment A – Base salaries.
102. On successful completion of the employee's apprenticeship, the employee is allocated to the APS 2 classification and will be moved to the lowest APS 2 pay point.

Work Level Standards

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

Section 5: Working hours and arrangements

Job security

Commitment to ongoing employment and rebuilding APS capacity

104. The APS is a career-based public service. In relation to engagement decisions, the Mint recognises that the usual basis for engagement is as an ongoing APS employee.

Reporting

105. Where the Mint Consultative Committee is in place, the Mint will report to that consultative committee on an annual basis, or more frequently if agreed by that committee, on the number, duration, classification and location of ongoing, non-ongoing and casual employees engaged at the Mint.

Pathways to permanency

106. The Mint and the APS will comply with the casual conversion provision(s) of the FW Act. In addition, the Mint 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

107. A casual (irregular or intermittent) employee is defined in the definitions provision.
108. A decision to expand the Mint's use of casual employees is subject to clauses 379 to 401 of this agreement.
109. The Mint 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 Mint Consultative Committee, where it is in place.
110. Remuneration for casual employees is on an hourly basis. The base hourly rate for casual employees is calculated using the formula in clause 27.
111. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement, excluding hours worked as overtime in accordance with clause 144.
112. 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.
113. A casual employee will be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate rate of pay.
114. A casual employee who is eligible for a workplace responsibility allowance will be paid the full amount.

Non-ongoing employment

115. A non-ongoing employee is defined in the definitions provision.
116. A non-ongoing employee will generally have the same terms and conditions of employment as ongoing employees under this agreement, except:
- 116.1. personal/carer's leave accrual (per clause 224);
 - 116.2. redeployment, retraining, redundancy provisions at clauses 427 to 450.2, subject to clause 117; and
 - 116.3. as otherwise specified in this agreement.
117. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provision at clauses 427 to 450.2 will apply as if the non-ongoing employee was an ongoing employee.
118. If the redundancy provision applies to an employee under clause 117, the Mint must adhere to the consultation requirements at clauses 379 to 400 and where applicable, the consultation requirements in the redundancy, redeployment and retraining provision.

Working hours

119. Full-time employees' ordinary hours of work are an average of 75 hours per fortnight (equivalent to 7.5 hours per weekday). Part-time employees' ordinary hours of work are as specified in their part-time work arrangement. Casual employees do not have agreed ordinary hours of work.
120. For employees other than shiftworkers, ordinary hours may only be worked between 7.00am and 7.00pm Monday to Friday (span of ordinary hours). Starting and finishing times for full-time employees may be varied within the span of ordinary hours, subject to a maximum 10 hour span, by agreement between the CEO and the employee.
121. The Mint's usual business hours are 8.00am to 12.00pm and 12.30pm to 4.00pm Monday to Friday.

Unpaid break time

122. Employees will not be required to work more than 5 consecutive hours without an unpaid meal break of at least 30 minutes, unless in exceptional circumstances.

Paid break time

123. All employees are entitled to take a 10 minute paid break during each morning and afternoon that they work. The CEO may determine the time of morning or afternoon that the break may be taken.

Flextime for APS 1 – 6 classifications

124. APS 1-6 employees, other than casual employees and shiftworkers, may be credited and debited flextime in accordance with this provision.

125. The flextime system is subject to operational requirements. The CEO may suspend the flextime system from time to time (for an employee or group of employees) where they believe it is necessary to do so.
126. Flextime is credited on a minute-for-minute basis where an employee works:
 - 126.1. in excess of their ordinary hours for the day (7.5 hours for full-time employees unless otherwise agreed or agreed ordinary hours for part-time employees) up to a maximum of 10 hours; and
 - 126.2. within the span of ordinary hours.
127. Any time worked:
 - 127.1. in excess of 10 hours per day; or
 - 127.2. outside the span of ordinary hours,

does not attract flextime credits and must only be worked on the basis of pre-approved overtime.
128. Flextime is debited on a minute-for-minute basis for the difference between an employee's ordinary hours and actual hours worked as limited by this provision.
129. A part-time employee may only be credited and debited flextime on a day on which they work their ordinary hours specified in their part-time work arrangement (referred to in clause 119).
130. Flextime credits and debits are settled in 8-week periods. Full-time employees may carry over a maximum of:
 - 130.1. 25 hours in flextime credits; and
 - 130.2. 10 hours in flextime debits,

in each 8 week settlement period. These limits are pro-rated for part-time employees according to their ordinary hours of work.
131. The CEO may limit or remove an employee's access to flextime.

TOIL for APS 1 – 6 classifications

132. An APS 1-6 employee who has worked overtime (in accordance with clause 143) may, by agreement of the CEO, elect to take TOIL instead of receiving payment for the overtime.
133. TOIL is calculated at the applicable overtime rate, that is, on a penalty-time basis unless the CEO and the employee agree otherwise in accordance with clause 134.
134. The CEO and the employee may agree that the time off will be calculated on an hour-for-hour basis, with the employee receiving the residual payment at overtime rates.
135. If the CEO and employee agree, TOIL may be used to reduce a flextime debit.

EL TOIL

136. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
137. EL employees seeking to access TOIL are required to keep records of their working hours using a method determined by the CEO.

- 138. The CEO is to grant EL TOIL in recognition of reasonable additional hours worked. EL TOIL granted to employees can be taken as whole or part days.
- 139. The working arrangements for an EL employee should be agreed through discussion between the CEO and the EL employee. The discussion should include consideration of work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.
- 140. An EL employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL employee and the CEO.
- 141. 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.
- 142. 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

- 143. For full-time and part-time APS 1-6 employees (but not shiftworkers), overtime is time that the employee is directed to work, and which is worked:
 - 143.1. in excess of the employee's ordinary hours of work on a day (7.5 hours for full-time employees unless otherwise agreed or agreed ordinary hours for part-time employees); or
 - 143.2. outside the span of ordinary hours.
- 144. For casual employees, overtime is time that the employee is directed to work which is worked outside the span of ordinary hours or in excess of 37.5 hours in a week.
- 145. For shiftworkers, overtime is time that the employee is directed to work, which is worked in excess of their ordinary hours of work.
- 146. Where a period of overtime is not continuous with the completion of ordinary hours, the minimum overtime payment is 2 hours at the relevant overtime rate.
- 147. Overtime is paid at a rate of:
 - 147.1. time and a half for the first three hours of overtime, Monday to Saturday;
 - 147.2. double time for work performed after the first three hours of overtime, Monday to Saturday;
 - 147.3. double time for overtime on a Sunday; and
 - 147.4. double time and a half for overtime on a public holiday.
- 148. EL employees are not entitled to overtime rates.
- 149. Where an employee works so much overtime for purposes other than emergency duty such that they do not receive at least 8 consecutive hours off duty (in addition to reasonable travel time):
 - 149.1. they will generally not be required to return to duty and will suffer no loss of pay for ordinary working time until they have had 8 consecutive hours plus reasonable travel time away from work; and
 - 149.2. where the CEO determines that operational requirements mean the employee is required to resume duty without having had such time off duty, the employee must be

paid double time for such period until released from duty and must then be entitled to be absent until they have had such time off duty without loss of pay for any ordinary working time involved.

Restriction duty

- 150. The CEO may require an employee, excluding a casual employee, to be contactable and available to perform duty outside that employee's ordinary hours of work.
- 151. Where an employee is restricted under clause 150 and is directed to perform duty during the restricted period, they are to be paid at overtime rates for time worked, in addition to the restriction duty allowance payable under clause 81. The minimum payment for duty performed is 2 hours at the relevant overtime rate.
- 152. Except with the approval of the CEO, employees who are ineligible for overtime payment are ineligible to receive additional payment for work performed as directed during the restricted period.
- 153. To avoid doubt, an employee who is directed to work during the restricted period has not been directed to perform emergency duty for the purposes of clauses 154 to 156.

Emergency duty

- 154. The CEO may require an employee (excluding a casual employee) to attend work outside their ordinary hours of work without notice of the requirement prior to last finishing work.
- 155. Where an APS 1-6 employee (excluding casual employees) is required to work and works outside of their ordinary hours without notice in accordance with clause 154, they are paid applicable overtime rates for a minimum of 4 hours.
- 156. Time worked as part of emergency duty includes reasonable travel time to and from the location in which the employee is to perform the emergency duty, as determined by the CEO.

Shiftwork

- 157. For the purposes of this agreement, 'shiftwork' is a pattern of work where ordinary hours are rostered to be worked outside the span of ordinary hours set in clause 120 (7.00am to 7.00pm, Monday to Friday) in accordance with this provision.
- 158. An employee, other than a casual employee, can be rostered to work shiftwork for either an ongoing or fixed period.
- 159. A shiftworker must not be rostered to work:
 - 159.1. a shift which exceeds 10 hours' ordinary time; or
 - 159.2. more than one shift in each 24-hour period.
- 160. The following shift loadings apply in addition to the employee's base hourly rate of pay:
 - 160.1. 17.5% of the employee's hourly rate for work performed where any part of the shift falls between 7.00pm and 7.00am, Monday to Friday;
 - 160.2. 30% of the employee's hourly rate for work performed on a Monday to Friday where the shift falls wholly within the period between 7.00pm and 7.00am;

- 160.3. 50% of the employee's hourly rate for work performed on a Saturday;
 - 160.4. 100% of the employee's hourly rate for work performed on a Sunday; and
 - 160.5. 150% of the employee's hourly rate for work performed on a public holiday.
161. A shiftworker will not be entitled to receive a shift loading for hours which attract overtime rates in accordance with clauses 143 to 149.
162. A shiftworker who works shiftwork for at least 3 months in a calendar year will accrue an additional one week of annual leave for each completed 12-month period of continuous service (to be calculated on a pro-rata basis).

Flexible work arrangements

163. The Mint, employees and their unions recognise:
- 163.1. 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;
 - 163.2. access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
 - 163.3. 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;
 - 163.4. that flexibility applies to all roles in the Mint, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
 - 163.5. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
164. The Mint is committed to engaging with employees and their unions to build a culture that supports flexible working arrangements across the Mint at all levels. This may include developing and implementing strategies through the Mint Consultative Committee.
165. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

Requesting formal flexible working arrangements

166. The following provisions do not diminish an employee's entitlements under the NES.
167. An employee may make a request for a formal flexible working arrangement.
168. The request must:
- 168.1. be in writing;
 - 168.2. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - 168.3. 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.
169. The CEO must provide a written response to a request within 21 days of receiving the request.

170. The response must:
- 170.1. state that the CEO approves the request and provide the relevant details in clause 171; or
 - 170.2. if following discussion between the CEO and the employee, the CEO 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
 - 170.3. state that the CEO refuses the request and include the following matters:
 - 170.3.1. details of the reasons for the refusal; and
 - 170.3.2. the Mint's particular business grounds for refusing the request, including how those grounds relate to the refusal; and
 - 170.3.3. either:
 - 170.3.3.1. 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 CEO would be willing to make; or
 - 170.3.3.2. state that there are no such changes; and
 - 170.3.4. 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 sections 65B and 65C of the FW Act.
171. Where the CEO approves the request, the approval and request form an arrangement between the Mint and the employee. Each arrangement must be in writing and set out:
- 171.1. any security and work health and safety requirements;
 - 171.2. a review date (subject to clause 175); and
 - 171.3. the cost of establishment (if any).
172. The CEO may refuse to approve the request only if:
- 172.1. the CEO has discussed the request with the employee;
 - 172.2. the CEO 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);
 - 172.3. the CEO and the employee have not reached such an agreement;
 - 172.4. the CEO has had regard to the consequences of the refusal for the employee; and
 - 172.5. the refusal is on reasonable business grounds.
173. Reasonable business grounds include, but are not limited to:
- 173.1. the new working arrangements requested would be too costly for the Mint;
 - 173.2. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
 - 173.3. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;

- 173.4. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
 - 173.5. the new working arrangements requested would be likely to have a significant negative impact on customer service; and
 - 173.6. 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.
174. For First Nations employees, the CEO must consider connection to country and cultural obligation in responding to requests for altering the location of work.
175. Approved flexible working arrangements will be reviewed by the CEO and the employee after 12 months, or a shorter period, if agreed by the employee and the CEO. This is to ensure the effectiveness of the arrangement.

Varying, pausing or terminating flexible working arrangements

176. An employee may request to vary an approved flexible working arrangement in accordance with clause 168. An employee may request to pause or terminate an approved flexible working arrangement.
177. The CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 178.
178. The CEO 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.
179. Prior to varying, pausing or terminating the arrangement under clause 177, the CEO must have:
- 179.1. discussed with the employee of their intention to vary, pause or terminate the arrangement with the employee;
 - 179.2. 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 variation, pause or termination);
 - 179.3. had regard to the consequences of the variation, pause or termination for the employee;
 - 179.4. ensured the variation, pause or termination is on reasonable business grounds; and
 - 179.5. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 170.3.

Working from home

180. The Mint 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.
181. The Mint may provide equipment necessary for, or reimbursement for all or part of the costs associated with establishing a working from home arrangement.

- 182. An employee working from home is covered by the same employment conditions as an employee working at the Mint's premises under this agreement.
- 183. The Mint will provide employees with guidance on working from home safely.
- 184. Employees will not be required by the Mint to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at the Mint's premises during a pandemic or natural disaster. In these situations, the Mint will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad-hoc arrangements

- 185. 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.
- 186. Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 187. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 166 to 175.
- 188. The CEO 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.
- 189. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the CEO should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering the span of hours

- 190. An employee may request to work their ordinary hours in an alternative span of ordinary hours (to that specified in clause 120). If approved by the CEO, hours worked on this basis will be treated as regular working hours and will not attract overtime payments. The CEO will not request or require that any employee alter the applicable span of ordinary hours specified in clause 120 through this provision.

Part-time work

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

Annual closedown

- 193. The Mint's operations close down each year (annual closedown). During the annual closedown:
 - 193.1. Employees are not required to work unless directed by the CEO, and are not required to use leave or flextime credits for this time;
 - 193.2. Employees (other than casual employees) will be paid at their base rate of pay according to the ordinary hours that they would otherwise have worked during the

annual closedown, in addition to payment for any public holidays not worked during the annual closedown; and

- 193.3. Where an employee is directed to work by the CEO, the employee will receive public holiday rates for all hours worked. For the avoidance of doubt, if a casual employee is directed to work on a public holiday during the annual closedown, they will receive public holiday rates for this work.
- 194. The annual closedown is the period between 25 December and 1 January inclusive and is extended by:
 - 194.1. any public holiday in lieu of or in addition to 1 January (i.e. where 1 January falls on a Saturday or Sunday);
 - 194.2. a Saturday or a Sunday which immediately follows 1 January (where 1 January falls on a Friday or Saturday); and
 - 194.3. a Saturday or a Sunday which immediately precedes 25 December (i.e. where 25 December falls on a Sunday or a Monday).

Public holidays

- 195. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
 - 195.1. 1 January (New Year's Day);
 - 195.2. 26 January (Australia Day);
 - 195.3. Good Friday and the following Monday;
 - 195.4. 25 April (ANZAC Day);
 - 195.5. the King's birthday holiday (on the day on which it is celebrated in the relevant State or Territory or the relevant region of a State or Territory);
 - 195.6. 25 December (Christmas Day);
 - 195.7. 26 December (Boxing Day); and
 - 195.8. any other day, or part-day, declared or prescribed by or under a law of a relevant State or Territory to be observed generally within the relevant State or Territory, or a region of the relevant 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.
- 196. If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part-day is substituted for one of the public holidays listed above, then the substituted day or part-day is taken to be the public holiday.
- 197. The CEO and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- 198. The CEO and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a public holiday. If the employee cannot work on the public 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.

199. 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.
200. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, purchased 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).
201. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 195.
202. An employee, who is absent on a day or part day that is a public holiday in their usual location of work, 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 employee would not normally have worked on that day.
203. Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the CEO may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flextime credits or EL TOIL in recognition of their planned day off.

Unauthorised absences

204. Employees should advise the Mint of any unplanned absences as soon as possible.
205. Where an employee is absent from duty without approval, all pay and other benefits provided under this agreement will cease until they resume duty or are granted leave.
206. The operation of clause 205 does not reduce an employee's entitlements at law.

Section 6: Leave

Annual leave

- 207. An employee, other than a casual employee, is entitled to 4 weeks of paid annual leave for each year of service.
- 208. Annual leave accrues daily, in accordance with the employee's ordinary hours of work, and is credited on at least a monthly basis. Annual leave does not accrue during periods of leave that do not count as service, including unauthorised absences.
- 209. Annual leave accumulates from year to year.
- 210. Paid annual leave counts as service for all purposes.
- 211. Taking accrued annual leave is subject to CEO approval. The CEO may not unreasonably refuse to agree to a request by an employee to take paid annual leave.
- 212. An employee who ceases to be an APS employee will be entitled to payment in lieu of any accrued annual leave on separation from the Mint, payable at the rate that would have been paid to the employee had the employee taken that period of leave.

Annual leave at half pay

- 213. The CEO may grant access to annual leave at half pay on the basis that deductions from annual leave credits will be half of the duration of the annual leave. The CEO may have regard to operational requirements in considering a request to take annual leave at half pay.

Cash out of annual leave

- 214. The CEO may agree to an employee's requests to cash out an amount of annual leave provided that:
 - 214.1. the cashing out does not result in the employee's remaining entitlement to annual leave being less than 4 weeks; and
 - 214.2. the cashing out of annual leave results in the employee receiving at least the full amount that would have been payable had the employee taken the leave that the employee has forgone.
- 215. Each agreement to cash out a particular amount of paid annual leave must be a separate agreement between the CEO and employee, made in writing.

Cancellation of annual leave or recall to duty from annual leave

- 216. Where an employee's annual leave is cancelled by the CEO or an employee is recalled to duty from annual leave, the employee will be entitled to be reimbursed reasonable travel costs and incidental expenses not otherwise recoverable from insurance or other sources.
- 217. The employee will be re-credited the period of unused annual leave equivalent to the days or part-days they have been recalled to duty.

Purchased leave

- 218. On request by an ongoing employee, the CEO may approve purchase of up to 20 days additional leave (pro-rata for part-time employees) in each 12 month period, provided the purchase is requested.
- 219. Purchased leave must be scheduled and utilised within the 12 month period immediately following its purchase.
- 220. The cost of any leave purchased by the employee will be deducted from the employee's pay in instalments over an agreed period of up to 12 months. The cost of the purchased leave is determined by reference to the employee's salary at the time the purchased leave is taken.
- 221. Deductions made for purchased leave not taken will be reimbursed to the employee.
- 222. The cost of purchased leave taken and not paid for prior to an employee's separation from the Mint will be treated as an overpayment and dealt with in accordance with clauses 47 to 54.

Personal/carer's leave

- 223. A full-time, ongoing employee receives an initial credit of 20 days of paid personal/carer's leave on commencement of their engagement. After one year of service, personal/carer's leave accrues daily and is credited at least monthly in accordance with the employee's ordinary hours of work, at the rate of 20 days of paid personal/carer's leave for each year of service. A part-time, ongoing employee is be credited personal/carer's leave by the same method, calculated at a pro-rata rate.
- 224. A full-time, non-ongoing employee will have paid personal/carer's leave credits granted pro-rata, at the commencement of their engagement, depending on the length of their engagement, at the rate of 20 days for each year of service. After one year of service, personal/carer's leave accrues daily and is credited at least monthly in accordance with the employee's ordinary hours of work, at the rate of 20 days of paid personal/carer's leave for each year of service. A part-time, non-ongoing employee is credited personal/carer's leave by the same method, calculated at a pro-rata rate.
- 225. Paid personal/carer's leave accumulates from year to year.
- 226. Access to unpaid and paid personal/carer's leave is subject to CEO approval.
- 227. The CEO will approve the taking of accrued paid personal/carer's leave where:
 - 227.1. an employee is not fit for work because of a personal illness, or personal injury, affecting the employee, including for the purposes of managing a chronic condition and where they attend an appointment with a registered health practitioner; or
 - 227.2. an employee is to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - 227.2.1. a personal illness, or personal injury, affecting the member; or
 - 227.2.2. an unexpected emergency affecting the member.
- 228. Personal/carer's leave must not be used for the purposes of clause 227 if it would be detrimental to an employee in any respect, when compared to the NES.
- 229. The CEO may grant access to personal/carer's leave at half-pay on the basis that deductions from personal/carer's leave credits is half of the duration of the leave.

230. An employee should provide evidence to the CEO that would satisfy a reasonable person that personal/carer's leave was taken for a reason set out in clause 227. The CEO may request an employee to provide evidence where they seek personal/carer's leave and:
- 230.1. the absence exceeds 3 consecutive working days; or
 - 230.2. 8 days of paid personal/carer's leave not supported by a form of evidence specified in clause 231 has already been taken by the employee in the calendar year.
231. Evidence for the purposes of satisfying clause 230, may be in the form of:
- 231.1. a relevant certificate from a registered health practitioner (including when it is for a chronic condition for up to a 12 month period);
 - 231.2. a relevant statutory declaration; or
 - 231.3. another form of evidence approved by the CEO.
232. Personal/carer's leave accruals will not be used where an employee is medically unfit for duty on a public holiday, or annual closedown day, on which the employee would otherwise have been entitled to not perform their duties.
233. An employee is not entitled to access paid personal/carer's leave while also entitled to paid leave under the ML Act.
234. A casual employee may be absent without pay when not fit for work due to personal illness or injury, and may access 2 days of unpaid carer's leave per occasion.

Portability of leave

235. Where an employee moves into the Mint 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.
236. Where an employee is engaged in the Mint immediately following a period of ongoing employment in the Parliamentary Service or the Australian Capital Territory 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.
237. Where an employee is engaged as an ongoing employee in the Mint and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the Mint or another APS agency), 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.
238. 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 Mint or another APS agency) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
239. Where an employee is engaged as an ongoing employee in the Mint, 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 236), the CEO will offer to recognise any unused accrued personal/carer's leave at the employee's request. The CEO will advise the employee of their ability to make this request.
240. Where an employee is engaged as an ongoing employee in the Mint, and immediately prior to the engagement the person was employed by a State or Territory Government, the CEO may

recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.

241. For the purposes of clauses 235 to 240, an employee with a break in service of less than 2 months is considered to have continuity of service.

Re-crediting of leave

242. When an employee is on:

- 242.1. annual leave;
- 242.2. purchased leave;
- 242.3. defence reservist leave;
- 242.4. First Nations ceremonial leave;
- 242.5. NAIDOC leave;
- 242.6. cultural leave; or
- 242.7. long service leave; and

becomes eligible for, under legislation or this agreement for:

- 242.8. personal/carer's leave;
- 242.9. compassionate or bereavement leave;
- 242.10. jury duty;
- 242.11. emergency services leave;
- 242.12. leave to attend to family and domestic violence circumstances; or
- 242.13. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

243. 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.

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

Long service leave

245. An employee is eligible for long service leave in accordance with the [Long Service Leave \(Commonwealth Employees\) Act 1976](#).

246. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave provision at clause 242 of this agreement.

Miscellaneous leave

247. An employee including a casual employee may be granted miscellaneous leave by the CEO for a purpose that the CEO determines to be appropriate.
248. The CEO may determine that periods or partial periods of miscellaneous leave are with or without pay.
249. The first 30 days of unpaid miscellaneous leave in a calendar year will count as service. Any further unpaid miscellaneous leave after the first 30 days in a calendar year does not count as service for any purpose. Service for long service leave is provided for by the [Long Service Leave \(Commonwealth Employees\) Act 1976](#).

NAIDOC, First Nations ceremonial and cultural leave

NAIDOC leave

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

First Nations ceremonial leave

252. First Nations employees may access up to 6 days of paid First Nations ceremonial leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
253. The CEO may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
254. First Nations ceremonial leave can be taken as part days.
255. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

256. The CEO may grant up to 3 days of paid cultural leave per calendar year for the purpose of attending significant religious or cultural obligations associated with an employee's particular faith or culture.
257. The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
258. Cultural leave can be taken as part days.
259. For the avoidance of doubt, cultural leave does not cover cultural purposes or obligations which are eligible for paid First Nations ceremonial leave under clauses 252 to 255.

Parental leave

260. A primary caregiver, secondary caregiver and ML Act is defined in the definitions provision.

261. 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.
262. For a 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 the child's birth. Medical certification requirements for a pregnant employee will be as required by the ML Act.
263. 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

264. An employee is entitled to parental leave with pay as per clauses 266 and 267 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.
265. Employees newly engaged in the Mint who have moved to Mint from another APS agency are eligible for the paid parental leave in clauses 266 and 267 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 266 and 267, the balance is available to the employee.
266. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period up to a maximum of 18 weeks as provided in Table 6 below.

Table 6: Primary caregivers – circumstances for paid parental leave

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

267. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in Table 7 below.

Table 7: Secondary caregivers – circumstances for paid parental leave

Period which coincides with the parental leave period for the secondary caregiver	Parental leave with pay under this agreement
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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

268. **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.
269. **Rate of payment:** The rate of pay during paid parental leave is the same as for an absence on personal/carer's leave and is based on the employee's ordinary hours at the time of the absence.
270. **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 base salary rate. All paid parental leave counts as service for all purposes, where permitted by legislation.

Adoption and long-term foster care

271. 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:
- 271.1. is under 16 as at the day (or expected day) of placement;
 - 271.2. has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
 - 271.3. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
272. 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

273. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.
274. A stillborn child is a child:

- 274.1. who weighs at least 400 g at delivery or whose period of gestation was 20 weeks or more;
- 274.2. who has not breathed since delivery; and
- 274.3. whose heart has not beaten since delivery.

Pregnancy loss leave

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

Premature birth leave

- 277. 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

- 278. Employees eligible for paid maternity 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 277 until after the legislated paid maternity leave is used.

Compassionate leave

- 279. Employees will be eligible for 3 days of paid compassionate leave on each occasion when:
 - 279.1. 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
 - 279.2. the employee or their partner has a miscarriage.
- 280. An employee may be asked by the CEO to provide evidence to support their absences on compassionate leave.
- 281. Compassionate leave for each occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 282. For casual employees, compassionate leave is unpaid.

Bereavement leave

- 283. Employees will be eligible for 3 days of paid bereavement leave on each occasion when:

- 283.1. a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or
- 283.2. a child is stillborn, where the child was a member of their family (including a member of their household).
- 284. An employee may be asked by the CEO to provide evidence to support their absences on bereavement leave.
- 285. Bereavement leave for each occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 286. For casual employees, bereavement leave is unpaid.

Emergency response leave

- 287. 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:
 - 287.1. the time engaged in the activity;
 - 287.2. reasonable travel time; and
 - 287.3. reasonable recovery time.
- 288. Full-time and part-time employees are able to access 20 working days of paid emergency response leave at full pay per year if required. The CEO may provide additional emergency response leave with pay.
- 289. Paid emergency response leave may be refused where the employee's role is essential to the Mint's response to the emergency.
- 290. 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.
- 291. The CEO may approve reasonable paid or unpaid emergency response leave for ceremonial duties and training.
- 292. Emergency response leave with or without pay will count as service.

Jury duty

- 293. Employees who are required by a court to attend a court 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.
- 294. Full-time and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant legislation.
- 295. For the purposes of clause 294, the full rate of pay is to be as if the employee was at work.
- 296. The employee is required to inform the CEO before they are released from duty and provide evidence of their requirement to attend.
- 297. If the employee receives a payment from a court for attendance which is not expense-related (such as allowances and reimbursements), they must repay that amount to the Mint. This will be treated as an overpayment and administered in accordance with clauses 47 to 54.

Defence reservist leave

298. The CEO will grant an employee defence reservist leave with or without pay to undertake:
- 298.1. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
 - 298.2. Australian Defence Force Cadet obligations.
299. An employee who is a Defence Reservist can take leave with pay for:
- 299.1. up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
 - 299.2. an extra 2 weeks (10 days) in the first year of their ADF Reserve service (pro-rata for part-time employees).
300. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
301. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
- 301.1. Australian Navy Cadets;
 - 301.2. Australian Army Cadets; and
 - 301.3. Australian Air Force Cadets.
302. In addition to the entitlement at clause 298, the CEO may grant an employee paid leave to support their attendance at an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
303. Paid defence reservist leave counts for service for all purposes.
304. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
305. Unpaid defence reservist leave taken over 6 months counts as service for all purposes, except for annual leave.
306. An employee will not need to pay their tax free ADF Reserve salary to the Mint for any reason.

Defence service sick leave

307. 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:
- 307.1. war-like service; or
 - 307.2. non-war like service.
308. An eligible employee can get 2 types of credits:
- 308.1. an initial credit of 9 weeks (45 days) defence service sick leave, which will apply as of the later date of either when:
 - 308.1.1. they start employment with the APS; or
 - 308.1.2. DVA certifies the condition; and
 - 308.2. a subsequent annual credit of 3 weeks (15 days) defence service sick leave.

- 309. 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.
- 310. Unused annual credits can be built up to 9 weeks.
- 311. An employee cannot use annual credits until the initial credit is exhausted.
- 312. Defence service sick leave is paid and counts as service for all purposes.

Leave to attend proceedings

- 313. 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.
- 314. An employee who is not covered under clause 313, 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 Mint.
- 315. An employee may otherwise be granted paid or unpaid miscellaneous leave by the CEO if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to instead use accrued annual leave, flextime credit or TOIL.
- 316. The CEO may refuse to release an employee from duty having regard to the business requirements of the Mint and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

Crisis leave

- 317. Where an employee experiences an unforeseen personal crisis which in the view of the CEO requires them to be absent from the workplace and has no other appropriate leave available to them, the CEO may grant them up to 10 days of paid crisis leave.

Section 7: Employee support and workplace culture

Blood donation

- 318. An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. Reasonable time includes reasonable travel time. The Mint will consider employees on duty during this time.
- 319. The employee must inform the CEO in advance of when they will be away from work before donating blood, plasma or platelets.

Vaccinations

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

Employee Assistance Program

- 322. Employees, their partners, and their dependants including their 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 Mint and will be accessible on paid time.

Safe workplaces

- 323. The Mint provides personal protective equipment to employees who are required to wear personal protective equipment by law to undertake their duties and as otherwise determined by the CEO.

Respect at work

Principles

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

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

Family and domestic violence support

327. The Mint will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
328. The Mint recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
329. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.
330. 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:
- 330.1. illness or injury affecting the employee resulting from family and domestic violence;
 - 330.2. 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;
 - 330.3. 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;
 - 330.4. making arrangements for the employee's safety, or the safety of a close relative;
 - 330.5. accessing alternative accommodation;
 - 330.6. accessing police services;
 - 330.7. attending court hearings;
 - 330.8. attending counselling; and
 - 330.9. attending appointments with medical, financial or legal professionals.
331. 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.
332. Given the emergency context in which leave may be needed to be accessed, employees can proceed to take the family and domestic violence leave family and domestic violence leave and seek approval at a later date, as soon as practicable.
333. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
334. Paid miscellaneous leave available under this provision is paid for ongoing and non-ongoing employees at their full rate of pay as if they were at work.
335. Paid leave for casual employees under this provision is paid at their full pay rate for the hours they were rostered to work in the period they took leave.

336. Evidence may be requested to support the Mint 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 Mint will require, unless the employee chooses to provide another form of evidence.
337. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by a police service, a court, a doctor, a district nurse, a family violence support service or lawyer.
338. The Mint will take all reasonable measures to treat information relating to family and domestic violence confidentially. The Mint will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the Mint may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
339. Where the Mint needs to disclose confidential information for purposes identified in clause 338, where it is possible the Mint will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and privacy breaches.
340. The Mint 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 provided by the Mint, unless required by legislation.
341. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours, changes to shift patterns, and changes to the location of work where reasonably practicable.
342. The Mint 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.
343. 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

344. The Mint 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 Mint decisions.
345. 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.
346. Employees can, during their ordinary work hours, take time to:
- 346.1. access an APS-wide ethics advisory service or another similar service provided by the Mint, or a professional association such as a law society or in the Mint; and
 - 346.2. attend Mint mandated training about integrity.

First Nations cultural competency training

347. The CEO will take reasonable steps to ensure all substantive, ongoing EL 2 employees employed at the commencement of this agreement or any new substantive, ongoing EL 2 employees who

commence within the first 6 months of the commencement of this agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of this agreement.

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

Lactation and breastfeeding support

349. Reasonable paid time during work hours will be provided by the Mint for lactation breaks for breastfeeding, expressing milk and other associated activities.
350. The Mint will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 351. In considering whether a space is appropriate, the Mint should consider whether:
- 350.1. there is access to refrigeration;
 - 350.2. the space is lockable; and
 - 350.3. there are facilities needed for expressing such as appropriate seating.
351. Where it is not practicable for the Mint's premises to have a designated space, a flexible approach will be taken so that the employee can access the support required.
352. The Mint will facilitate discussion between individual employees and Mint about accommodating the employee's lactation needs and practical arrangements to meet these needs.
353. The CEO 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, remote working, and 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.
354. Further information is available in policy.

Disaster support

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

Optical support

358. The Mint will reimburse an employee for an employee's eyesight testing at two yearly intervals.
359. The CEO may approve reimbursement to an employee for an employee's eyesight testing at more frequent intervals, with regard to relevant medical symptoms.

360. Where spectacles are prescribed specifically for use with screen-based equipment or eyesight demanding tasks, the Mint will reimburse an employee:
- 360.1. \$125 (adjusted on 13 March 2025 and then 12 March 2026 in-line with the percentage change in the annual all groups Consumer Price Index for the most recently released December quarter, as advised by the Australian Bureau of Statistics) for the cost of single vision spectacles; and
 - 360.2. \$215 (adjusted on 13 March 2025 and then 12 March 2026 in-line with the percentage change in the annual all groups Consumer Price Index for the most recently released December quarter, as advised by the Australian Bureau of Statistics) for the cost of multifocal and bifocal spectacles.
361. To avoid doubt, the Mint will not reimburse an employee for the cost of spectacles prescribed or recommended for general use.

Health, wellbeing and fitness support

362. The CEO will manage a pool of funds equivalent to \$50 per employee (calculated as at 1 July each year) used for the purposes of organising activities intended to support employee health, wellbeing and fitness.

Section 8: Performance and development

Performance management

- 363. A performance management scheme which appropriately informs the CEO's determination referred to at clause 36.4 is maintained by the CEO.
- 364. Employees are required to participate in the scheme referred to at clause 363.
- 365. Further information regarding the scheme referred to at clause 363 may be available in policy.

Workloads

- 366. The Mint 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.
- 367. When determining workloads for an employee or group of employees, the Mint will consider the need for employees to strike a balance between their work and personal life.
- 368. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the Mint 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

- 369. The CEO may approve the reimbursement of study-related expenses incurred by an employee. Such approval may be provided in-principle prior to meeting the requirements at clause 370.
- 370. Reimbursement of study-related expenses may only occur where the CEO is satisfied that the:
 - 370.1. employee has demonstrated the relevant study has successfully been completed;
 - 370.2. study is related to the employee's employment; and
 - 370.3. employee has demonstrated that the study-related expenses have been incurred by them.
- 371. The CEO may approve the grant of paid or unpaid study leave credits to an employee for purposes related to study, where they believe it is appropriate to do so.
- 372. Where the CEO determines that the employee's use of study leave credits does not impede on operational requirements, study leave credits may be accessed by the employee.

Section 9: Travel and location-based conditions

Travel

373. Where the CEO requires that an employee travel for work, the reasonable costs of travelling including meals and other incidental expenses are covered by payment of the travel allowance at clauses 83 to 84. Reasonable costs for travel do not include accommodation. The CEO will approve the provision of accommodation.
374. For the purpose of this provision, a requirement that an employee travel for work includes a requirement to perform work at a place other than the employee's usual location of work as set out in clauses 17 to 20.

Relocation assistance

375. Where an existing employee is required to relocate at the request of the Mint (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.
376. Where an employee is required to relocate on engagement with the Mint, the employee will be provided with financial relocation assistance.
377. Reasonable expenses associated with the relocation include:
- 377.1. the cost of transport of the employee, their dependents and partner by the most economical means;
 - 377.2. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependents and partner;
 - 377.3. the reimbursement of cost of the insurance premium based on a reasonable replacement value; and
 - 377.4. the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
378. Additional relocation assistance may be considered and provided by the CEO at their discretion.

Section 10: Consultation, representation and dispute resolution

Consultation

Principles

379. 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.
380. The Mint recognises:
- 380.1. the importance of inclusive and respectful consultative arrangements;
 - 380.2. employees and the relevant union(s) should have a genuine opportunity to influence decisions;
 - 380.3. the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on Mint policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
 - 380.4. consultation with employees and relevant union(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
 - 380.5. the benefits of employee and union involvement and the right of employees to be represented by their union.
381. Genuine and effective consultation involves:
- 381.1. providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
 - 381.2. providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
 - 381.3. considering feedback from employees and the relevant union(s) in the decision-making process; and
 - 381.4. 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

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

- 382.4. implementation of decisions that significantly affect employees;
 - 382.5. changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
 - 382.6. other workplace matters that are likely to significantly or materially impact employees.
383. The Mint, 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 Mint. 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

384. This clause applies if the Mint:
- 384.1. 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
 - 384.2. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

385. 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.
386. The Mint must recognise the representative if:
- 386.1. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 386.2. the employee or employees advise the Mint of the identity of the representative.

Major change

387. In this clause, a major change is likely to have a significant effect on employees if it results in, for example:
- 387.1. the termination of the employment of employees; or
 - 387.2. major change to the composition, operation or size of the Mint's workforce or to the skills required of employees; or
 - 387.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 387.4. the alteration of hours of work; or
 - 387.5. the need to retrain employees; or
 - 387.6. the need to relocate employees to another workplace; or
 - 387.7. the restructuring of jobs.

388. The following additional consultation requirements in clauses 389 to 395 apply to a proposal to introduce a major change referred to in clause 384.1
389. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 383.
390. Where practicable, a Mint change manager or a primary point of contact will be appointed and their details provided to employees, relevant union(s), and/or their recognised representatives.
391. The Mint must notify employees' relevant union(s) and recognised representatives of the proposal to introduce the major change as soon as practicable.
392. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 383, the Mint must:
- 392.1. discuss with affected employees, relevant union(s), and/or other recognised representatives:
 - 392.1.1. the proposed change;
 - 392.1.2. the effect the proposed change is likely to have on the employees; and
 - 392.1.3. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - 392.2. for the purpose of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - 392.2.1. all relevant information about the proposed change, including the nature of the change proposed; and
 - 392.2.2. information about the expected effects of the proposed change on the employees; and
 - 392.2.3. any other matters likely to affect the employees.
393. The Mint 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.
394. However, the Mint is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
395. 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 Mint, the requirements set out in clauses 389 to 392 are taken not to apply.

Change to regular roster or ordinary hours of work

396. The following additional consultation requirements in clauses 397 to 400 apply to a proposal to introduce a change referred to in clause 384.2
397. The Mint must notify affected employees and the relevant unions and/or other recognised representatives of the proposed change.
398. As soon as practicable after proposing to introduce the change, the Mint must:
- 398.1. discuss with employees and the relevant union(s) and/or other recognised representatives the proposed introduction of the change; and

- 398.2. for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - 398.2.1. all relevant information about the proposed change, including the nature of the proposed change; and
 - 398.2.2. information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - 398.2.3. information about any other matters that the Mint reasonably believes are likely to affect the employees; and
- 398.3. invite employees and the relevant union(s) and/or recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 399. However, the Mint is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or recognised representatives.
- 400. The Mint 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

- 401. 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.

Mint Consultative Committee

- 402. The CEO may establish the Mint Consultative Committee to discuss relevant workplace matters.
- 403. The Mint Consultative Committee will operate subject to an agreed terms of reference and structure for the term of this agreement. Representation on the Mint Consultative Committee will be in accordance with the terms of reference.

APS consultative committee

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

Dispute resolution

- 405. If a dispute relates to:
 - 405.1. a matter arising under this agreement; or
 - 405.2. the National Employment Standards;this term sets out procedures to settle the dispute.
- 406. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.

- 407. 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.
- 408. 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.
- 409. 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 408 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 410. The Fair Work Commission may deal with the dispute in 2 stages:
 - 410.1. 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
 - 410.2. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - 410.2.1. arbitrate the dispute; and
 - 410.2.2. make a determination that is binding on the parties.

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

- 411. While the parties are attempting to resolve the dispute using the procedures in this term:
 - 411.1. an employee must continue to perform their work as they would normally in accordance with established custom and practice at the Mint that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
 - 411.2. subject to clause 411.1, 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:
 - 411.2.1. the work is not safe; or
 - 411.2.2. applicable work health and safety legislation would not permit the work to be performed; or
 - 411.2.3. the work is not appropriate for the employee to perform; or
 - 411.2.4. there are other reasonable grounds for the employee to refuse to comply with the direction.
- 412. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
- 413. Any disputes arising under the *Royal Australian Mint Enterprise Agreement 2016 – 2019* or the National Employment Standards that were formally notified under clause 14.3 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

414. Where the provisions of clauses 405 to 409 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 407, 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 409.

Delegates' rights

415. 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 Mint.
416. The role of union delegates is to be respected and supported.
417. The Mint and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

418. The Mint respects the role of union delegates to:
- 418.1. provide information, consult with and seek feedback from employees in the workplace on workplace matters;
 - 418.2. consult with other delegates and union officials, and get advice and assistance from union officials;
 - 418.3. represent the interests of members to the employer and industrial tribunals; and
 - 418.4. represent members at relevant union forums, consultative committees or bargaining.
419. The Mint 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.
420. 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.
421. To support the role of union delegates, the Mint will, subject to legislative and operational requirements, including privacy and security requirements:
- 421.1. provide union delegates with reasonable access to the Mint's facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
 - 421.2. advise union delegates and other union officials of the Mint's facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
 - 421.3. allow reasonable official union communication appropriate to the Mint 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 Mint vetoing reasonable communications;

- 421.4. provide access to new employees as part of induction; and
- 421.5. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
- 422. 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 the Mint before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

Section 11: Separation and retention

Resignation

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

Payment on death of an employee

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

Redeployment, retraining, redundancy

Application of redeployment, retraining and redundancy provisions

- 427. The following provisions apply only to an ongoing employee who:
 - 427.1. is, or is likely to become, an excess employee; and
 - 427.2. is not serving a probationary period.
- 428. An employee is an excess employee where:
 - 428.1. the employee is included in a class of employees employed by the Mint, and the class comprises a greater number of employees than is necessary for the efficient and economical working of the Mint;
 - 428.2. the services of the employee cannot be effectively used because of technological or other changes in the work methods of the Mint or changes in the nature, extent or organisation of the function of the Mint; or
 - 428.3. where the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the CEO has determined these provisions will apply to that employee.

Consultation and notification of likelihood of being an excess employee

429. The CEO will inform an employee whose position is likely to be no longer required by the Mint, and where they choose their representative, of the situation.
430. Discussions with the potentially excess employee or, if an employee requests, with the employee's representative, will be held by the CEO regarding:
- 430.1. measures which might be taken to reduce the likelihood of an employee or employees becoming excess;
 - 430.2. redeployment opportunities for the employee concerned, including identifying whether the employee seeks redeployment; and
 - 430.3. whether voluntary redundancy might be appropriate and whether the employee wants to be offered a voluntary redundancy.
431. Before the conclusion of discussions referred to in clause 430, the CEO may invite employees who are not potentially excess to express interest in a voluntary redundancy, if the retrenchment of those employees would permit the redeployment of employees who are potentially excess. Once the discussions referred to in clause 430 have occurred, the CEO may advise an employee who has expressed such interest that they are an excess employee.

Declaring an employee excess

432. Having held discussions referred to in clause 430, the CEO may advise the employee in writing that they are or are likely to become an excess employee.
433. An excess employee is entitled to have access to information on the amount of their severance pay; pay in lieu of notice and paid-up leave credits; the amount of their accumulated superannuation contributions; options open to them concerning superannuation; and the taxation rules applying to the various payments.

Voluntary redundancy

434. The CEO may invite an excess employee to accept a voluntary redundancy. With the invitation to accept a voluntary redundancy provided for under this clause, the employee must be provided information on:
- 434.1. the estimated amount of their:
 - 434.1.1. severance pay;
 - 434.1.2. pay in lieu of notice; and
 - 434.1.3. paid out leave credits; and
 - 434.2. how to ascertain the amount of their accumulated superannuation contributions, where that information is available.
435. If the CEO invites an excess employee to accept a voluntary redundancy, the employee will have one month to accept the voluntary redundancy offered. The CEO will not give notice of termination under section 29 of the PS Act on the grounds that the employee is excess to requirements before the end of that period, unless the employee elects to accept the offer of voluntary redundancy during that period.

436. Where the employee accepts an offer of voluntary redundancy the CEO can terminate that employee's employment by providing notice as follows:
- 436.1. 5 weeks for any employee over 45 years of age and with at least 2 years of continuous service (as defined in clause 448); or
 - 436.2. 4 weeks for any other employee.
437. Clause 436 does not prevent termination of an excess employee prior to the expiry of the notice period. Where an excess employee is terminated prior to the expiry of the notice period, the employee will receive payment in lieu of notice for the unexpired portion of the notice period.

Severance benefit where voluntary redundancy

438. An employee who has accepted a voluntary redundancy is to be paid an amount equal to the greater of either:
- 438.1. 2 weeks of salary for each completed year of continuous service (as defined in clause 448), plus a pro-rata payment for completed months of service since the last completed year of service, not exceeding 48 weeks of the excess employee's salary; or
 - 438.2. the minimum amount the employee is entitled to under the NES.
439. If an employee who has accepted a voluntary redundancy has less than 24 years' full-time service, the severance benefit is calculated on a pro-rata basis for any period when the employee has worked part-time hours during the period of service.

Retention

440. Unless an employee agrees, they will not be involuntarily retrenched until the applicable retention period has elapsed. The applicable retention period is:
- 440.1. 13 months for any employee who has 20 or more years of service or is over 45 years of age; or
 - 440.2. 7 months for any other employee.
441. If an employee is entitled to a redundancy payment under the NES, the retention period will be reduced by an amount equivalent to an employee's redundancy entitlement under the NES on termination, at the expiration of the retention period as adjusted by this clause.
442. The retention period commences on the earlier of either:
- 442.1. the day the employee is advised in writing by the CEO that they are an excess employee; or
 - 442.2. one month after the day on which the CEO invites the employee to accept a voluntary redundancy (in accordance with clause 434).
443. During the retention period, the CEO:
- 443.1. will continue to take reasonable steps to find alternative employment for the employee; and
 - 443.2. may, with 4 weeks' notice, reduce the employee's classification as a means of securing alternative employment for the employee.

Note: If an employee's classification is reduced before the end of the retention period, the employee will continue to be paid at the previous classification for the balance of the retention period.

444. The CEO may approve the reimbursement of reasonable travel and incidental expenses incurred by the employee in seeking alternate employment, where those expenses are not covered by the prospective employer.

Involuntary retrenchment

445. An excess employee will not be involuntarily retrenched if the employee has not been invited to accept a voluntary redundancy or has elected to be made voluntarily redundant but the CEO refuses to approve it.
446. Where the CEO believes there is insufficient productive work available for an excess employee during the remainder of the retention period, the CEO may terminate the employee's employment, following consultation with the employee, under section 29 of the PS Act on the ground that the employee is excess to requirements. In these circumstances, the employee will receive a lump sum on termination comprising:
- 446.1. the balance of the retention period (as reduced by the employee's entitlement to a redundancy payment under the NES), with this payment being taken to include payment in lieu of notice of termination; and
- 446.2. the employee's entitlement to redundancy pay under the NES.
447. At the expiration of the retention period, the CEO must terminate the employee's employment. The employee's entitlements on retrenchment will be in accordance with the NES only.

Definition of service for the redeployment, retraining and redundancy provisions

448. Service for the purposes of these provisions, includes:
- 448.1. service at the Mint;
- 448.2. Government Service for the purposes of the [Long Service Leave \(Commonwealth Employees\) Act 1976](#);
- 448.3. 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;
- 448.4. service with the ADF;
- 448.5. service in another organisation where an employee was transferred from the APS to 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.
449. Absences from work which do not count as service for any purpose will not count as service for the purpose of these provisions.

Definition of salary for the purposes of redeployment, retraining and redundancy provisions

450. Salary for the purposes of these provisions comprises:
- 450.1. the employee's base salary, or, where the employee has been acting in a higher position for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination of employment, the salary that applies to that higher position; and
 - 450.2. other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding higher duties allowance and allowances which are reimbursement for expenses incurred or a payment for disabilities associated with the performance of duty.

Attachment A – Base salaries

		Salary amount applicable			
Classification	Salary Pay Point	As at 31 August 2023	From the later of commencement of this agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
Apprentice APS (Trades)	Apprentice APS (Trades)	\$50,568	\$52,591	\$54,589	\$56,445
APS 1	APS 1.1	\$50,224	\$52,233	\$54,516	\$57,497
	APS 1.2	\$51,510	\$53,570	\$55,606	\$57,497
	APS 1.3	\$52,798	\$54,910	\$56,997	\$58,935
	APS 1.4	\$54,084	\$56,247	\$58,384	\$60,369
	APS 1.5	N/A	N/A	N/A	\$60,946
APS 2	APS 2.1	\$56,242	\$58,492	\$60,715	\$62,779
	APS 2.2	\$58,294	\$60,626	\$62,930	\$65,070
	APS 2.3	\$60,155	\$62,561	\$64,938	\$67,146
	APS 2.4	\$61,409	\$63,865	\$66,292	\$68,546
APS 3	APS 3.1	\$64,550	\$67,132	\$69,683	\$72,052
	APS 3.2	\$65,821	\$68,454	\$71,055	\$73,471
	APS 3.3	\$67,616	\$70,321	\$72,993	\$75,475
	APS 3.4	\$69,087	\$71,850	\$74,580	\$77,116
APS 4	APS 4.1	\$72,113	\$74,998	\$77,848	\$80,495
	APS 4.2	\$73,025	\$75,946	\$78,832	\$81,512
	APS 4.3	\$74,393	\$77,369	\$80,309	\$83,040
	APS 4.4	\$76,333	\$79,386	\$82,403	\$85,205
	APS 4.5	N/A	N/A	N/A	\$86,246
APS 5	APS 5.1	\$80,328	\$83,541	\$86,716	\$89,664

		Salary amount applicable			
Classification	Salary Pay Point	As at 31 August 2023	From the later of commencement of this agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
	APS 5.2	\$81,634	\$84,899	\$88,125	\$91,121
	APS 5.3	\$84,688	\$88,076	\$91,423	\$94,531
	APS 5.4	N/A	N/A	\$91,809	\$96,829
APS 6	APS 6.1	\$91,841	\$95,515	\$99,145	\$102,516
	APS 6.2	\$94,641	\$98,427	\$102,167	\$105,641
	APS 6.3	\$97,282	\$101,173	\$105,018	\$108,589
	APS 6.4	\$100,348	\$104,362	\$108,328	\$112,011
EL 1	EL 1.1	\$112,148	\$116,634	\$121,066	\$125,182
	EL 1.2	\$117,100	\$121,784	\$126,412	\$130,710
	EL 1.3	\$125,018	\$130,019	\$134,960	\$139,549
EL 2	EL 2.1	\$133,272	\$138,603	\$143,870	\$148,762
	EL 2.2	\$141,767	\$147,438	\$153,041	\$158,244
	EL 2.3	\$146,510	\$152,370	\$158,160	\$163,537
	EL 2.4	\$149,009	\$154,969	\$160,858	\$166,327