



# DECISION

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

**National Health Funding Body**  
(AG2016/5575)

## **NATIONAL HEALTH FUNDING BODY ENTERPRISE AGREEMENT 2016-19**

Australian Capital Territory

COMMISSIONER LEE

MELBOURNE, 19 OCTOBER 2016

*Application for the approval of the National Health Funding Body Enterprise Agreement  
2016-19.*

[1] An application has been made for approval of an enterprise agreement known as the *National Health Funding Body Enterprise Agreement 2016-19* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by National Health Funding Body. The Agreement is a single enterprise agreement.

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

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

[4] The Agreement was approved on 19 October 2016 and, in accordance with s.54, will operate from 26 October 2016. The nominal expiry date of the Agreement is 25 October 2019.



COMMISSIONER

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National Health  
Funding Body

# **Enterprise Agreement 2016 – 2019**

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**Part A Formal acceptance of Agreement and signatories**

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**Employer**

Signed for, and on behalf of, the Commonwealth by the Chief Executive Officer<sup>1</sup>

Signed.....

Full Name: Lynton David Norris

Agency: The National Health Funding Body

Address: Level 3, 10 Rudd Street, Canberra City, ACT 2016

**Bargaining Representative: Community and Public Sector Union**

Signed.....

Full Name: .....

Address: 40 Brisbane Ave, Barton, ACT 2600

**Employee Bargaining Representatives**

Signed.....

Full Name: Rebecca Hyland

Agency: The National Health Funding Body

Address: Level 3, 10 Rudd Street, Canberra City, ACT 2016

Signed.....

Full Name: Jeremy Rhind

Agency: The National Health Funding Body

Address: Level 3, 10 Rudd Street, Canberra City, ACT 2016

Signed.....S. Angelosme

Full Name: Svetlana Angelosme

Agency: The National Health Funding Body

Address: Level 3, 10 Rudd Street, Canberra City, ACT 2016

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<sup>1</sup> The Chief Executive officer is the Agency Head of the National Health Funding Body by virtue of s40(3)(b) of the Public Service Act.

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**PART B      Technical and General**

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**Title**

1. This Agreement is made under section 172 of the *Fair Work Act* (FW Act) and shall be known as the *National Health Funding Body Enterprise Agreement 2016-19*.

**Coverage**

2. In accordance with section 53 of the FW Act, this Agreement covers:
  - a. The Chief Executive Officer (CEO) on behalf of the Commonwealth of Australia;
  - b. Employees of the National Health Funding Body (NHFB) who are employed in accordance with section 22(2) of the Public Service Act (PS Act), except employees engaged as Senior Executive Service (SES) employees.

**Commencement and duration**

3. This Agreement will commence operation seven (7) days after approval by the Fair Work Commission.
4. This Agreement shall nominally expire three (3) years from the date of commencement.

**Delegation**

5. The CEO may, in writing, delegate any of the CEO's powers or functions under this Agreement (other than under this clause).
6. A person exercising powers or functions under clause 5 must comply with any direction of the CEO.

**Guidelines and Policies Supporting this Agreement**

7. The operation of the Agreement is supported by policies, procedures and guidelines. These policies, procedures and guidelines are not incorporated into, and do not form part of, this Agreement. A term of this Agreement prevails to the extent of any inconsistency with a policy, procedure or guideline.

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## **PART C – Remuneration Arrangements**

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### **Salary increases**

8. Employees will receive a salary increase of:
  - a. 3 % on commencement;
  - b. 2 % after 12 months from commencement; and
  - c. 1 % after 24 months from commencement.
9. No qualifying period applies in relation to an employee's eligibility to receive a salary increase.

### **Salary maintenance - existing employees**

10. An employee in receipt of a salary above the salary range published at Appendix 1, for their classification on commencement of this Agreement, will have their salary maintained at that higher rate. These arrangements will continue until the relevant rate of pay in Appendix 1 equals or exceeds the employee's maintained salary, at which time the salary rates at Appendix 1 will apply to the employee's salary.

### **Salary rates**

11. NHFB Salary ranges and pay points are set out in Appendix 1.
12. On an employee's commencement the employee will receive the salary relevant to their current classification and pay point as specified in Appendix 1.

### **Salary advancement**

13. An employee will be entitled to salary advancement to the next pay point on and from the beginning of the first full pay period commencing on or after 1 August each year subject to:
  - a. participation in the NHFB's Performance Development Scheme (PDS); and
  - b. performance of duties at the employee's substantive level or above within the NHFB, for an aggregate of six (6) months or more within the PDS cycle ending 30 June; and
  - c. a PDS performance rating of 'reliable and meaningful contribution and performance' (satisfactory) at the end of the PDS cycle; and
14. Employees will be ineligible for salary advancement if in the corresponding reporting year:
  - a. they been found to have breached the APS Code of Conduct; and/or
  - b. they have received a sanction under section 15 of the PS Act.
15. The CEO may approve pay point movements within an individual classification in other circumstances.



### **Salary payments**

16. Employees will be paid fortnightly in arrears, based on the following formula:
  - a.  $\text{Fortnightly Pay} = \text{Annual salary multiplied by 12, then divided by 313}$
17. Salary payments will be made by electronic funds transfer into a financial institution account of the employee's choice.
18. Part-time employees salary payments will be calculated on a pro-rata basis, based on the proportion of hours based on the NHFB's ordinary hours of work.
19. Where an employee is overpaid an amount of salary or other benefits, the overpayment will be recovered.
20. On separation, salary payments are reconciled for the employee record, file and entitlements and where an overpayment occurs the payment may be deducted from monies otherwise payable.
21. A casual employee will be paid a 20% loading in lieu of paid leave entitlements (except Long Service Leave) for the actual hours worked.

### **Salary on engagement, assignment or promotion**

22. Where an employee is engaged or promoted within or to the NHFB, salary will be payable at the minimum point of the relevant salary range. The CEO may authorise payment of salary above the minimum point in that salary range.
23. An employee, to whom clause 22 applies, may discuss salary with the CEO before taking up the assigned duties. The qualifying periods for salary advancement in accordance with sub-clause 13(b) will be taken into account in setting salary.
24. Where an employee is assigned new duties within, or moves to the NHFB at the employee's existing classification, salary will be payable at the point of the applicable classification salary range outlined at Appendix 1 as determined by the CEO.
25. The CEO may, at any time retrospectively correct the pay point of an employee to address any anomaly or misunderstanding that may have occurred at the time the employee was promoted, engaged or moved from another APS agency.

### **Salary on temporary assignment from another agency at a higher classification**

26. Where an employee is temporarily assigned higher duties in the NHFB from another APS agency under section 26 of the PS Act, salary will be payable at the minimum point of the applicable classification salary range outlined at Appendix 1, unless determined otherwise by the CEO.

### **Salary maintenance on movement to the NHFB**

27. At the discretion of the CEO, an employee moving to the NHFB from another Agency (the "other Agency") whose salary at the other Agency (current salary) exceeds the current maximum of the relevant classification in this Agreement, may be maintained

on their current salary until such time as their salary is commensurate with the relevant NHFB salary. This salary maintenance will be managed in the same manner as provided for in clause 10.

#### **Salary on temporary assignment within the NHFB at a higher level**

28. Where an employee is temporarily assigned duties with a higher classification for a continuous period of 5 working days or more, or a shorter period which is then extended to or beyond 5 working days, the employee will be paid at the minimum point of the salary range applicable to that classification unless determined otherwise by the CEO.
29. These arrangements apply to each new period of temporary assignment.
30. These arrangements also apply where an employee is temporarily assigned duties to an SES role, unless alternate salary arrangements are determined by the CEO.

#### **Salary on reduction to duties with a lower classification.**

31. Where the classification of an employee is reduced, on either a temporary or ongoing basis in accordance with the provisions of this Agreement and/or the provisions of the PS Act, salary will be determined by the CEO having regard to:
  - a. the experience, qualifications and skills of the employee;
  - b. the salary payable to, and classification of the employee in respect of the duties they performed before the new duties were assigned;
  - c. the classification of the employee in relation to the new duties; and
  - d. work level standards.
32. Where the reduction in classification is a result of workforce adjustment outlined in Part I of this Agreement, an employee's reduced salary will take effect after the expiration of an income maintenance period determined in Part I.
33. Where the reduction in classification is employee-initiated no income maintenance period will apply.

#### **Salary on work placements**

34. Where the CEO decides to provide work placements for an employee (for example through an Australian University training or vacation program), the CEO will determine the appropriate rate of salary for that employee. In addition to determining salary, the CEO may also determine payment rates for additional costs including travel and other employment related allowances.

#### **Cadet rate**

35. The CEO may engage a person as a Cadet APS.
36. A Cadet APS Employee will be paid 67% of the minimum salary point of APS 1.

37. When the CEO is satisfied that the course of training has been successfully completed, a Cadet APS Employee will be allocated a classification in accordance with the Classification Rules and the CEO will determine a salary within the applicable range.

#### **Trainee rates**

38. The CEO may engage a person as a Trainee APS (Administrative).
39. A Trainee APS (Administrative) Employee will be paid at the minimum salary point of APS 1 or such other salary point as the CEO determines.
40. When the CEO is satisfied that the course of training has been successfully completed, a Trainee APS (Administrative) Employee will be allocated a classification in accordance with the Classification Rules and the CEO will determine a salary within the applicable range.

#### **Graduate rates**

41. The CEO may engage a person as a Graduate APS.
42. A Graduate APS Employee will be required to undertake a course of training determined by the CEO. While undertaking training, a Graduate APS Employee will be paid at a salary point within the APS 3 classification of the Graduate APS Broadband as determined by the CEO.
43. When the CEO is satisfied that the course of training has been successfully completed, a Graduate APS Employee will be allocated either an APS3 or APS4 classification within the Graduate APS Broadband. The CEO will then assign duties within that classification and determine salary.
44. Employees allocated to the Graduate APS broadband under clause 41 can only advance from the APS3 to APS4 level within the Graduate APS broadband, subject to achieving a "reliable and meaningful contribution and performance" (satisfactory) or higher performance rating and where the CEO determines there is sufficient work available at the APS4 classification level and the employee has the necessary skills and proficiencies to perform that work.

#### **Individual Flexibility Arrangement**

45. The CEO and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of any of the terms of this Agreement, where the arrangement meets the genuine needs of the employee and the NHFB.
46. The CEO must ensure that a flexibility arrangement agreed to under this clause:
- a. is about permitted matters under section 172 of the FW Act;
  - b. does not include unlawful terms under section 194 of the FW Act;
  - c. results in the employee being better off overall than if no arrangement was agreed to;
  - d. is in writing;

- e. is signed by both the employee and the CEO, and, if the employee is under 18, is signed by their parent or guardian;
  - f. is able to be terminated by either the employee or the CEO giving not more than 28 days written notice, or at any time by agreement between the employee and CEO in writing; and
  - g. is given to the employee within 14 days after it is agreed to.
47. A flexibility agreement must be genuinely agreed between the employee and the CEO.
48. The written agreement will include:
- a. the terms of the Agreement that will be varied by the arrangement;
  - b. how the arrangement will vary the effect of the terms;
  - c. 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
  - d. the day on which the arrangement commences.

### **Superannuation**

49. The NHFB will make compulsory employer contributions as required by the applicable legislation and fund requirements.
50. The NHFB will provide an employer contribution for an employee who has chosen the Public Service Superannuation Accumulation Plan (PSSap). For those employees exercising superannuation choice the contribution will be at the same percentage of the Fortnightly Contribution Salary (FCS) as specified for PSSap. This will not be reduced by any other contributions made through salary sacrifice arrangements.
51. Employer superannuation contributions will not be paid during periods of unpaid leave that do not count as service, unless otherwise required by law.
52. The CEO may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer.

### **Flexible remuneration packaging**

53. Access to flexible remuneration packaging via the NHFB's Flexible Remuneration Scheme (Salary Packaging) – as varied from time to time – will be available to all employees, including casual employees, covered by this Agreement.
54. An employee may access salary packaging, and may package up to one hundred per cent of salary.
55. Where an employee takes up the option of salary packaging, the employee's salary for purposes of superannuation, severance and termination payments, and any other purposes, will be determined as if the salary packaging arrangement had not occurred.
56. Any fringe benefits tax incurred by the NHFB as a result of salary packaging arrangements must be met by the employee on a salary sacrifice basis.

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**PART D - Classification**

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**Classification structure**

57. The NHFB classification structure under the Agreement will consist of the following:
- EL 2
  - EL 1
  - APS 6
  - APS 5
  - APS 4
  - APS 3
  - APS 2
  - APS 1
  - Graduate APS
  - Cadet APS
  - Trainee APS
58. The provisions of clause 57 do not affect the temporary assignment of duties at a higher classification outlined at Part C.
59. Where an employee has moved between classifications within the Graduate APS Broadband in accordance with clause 57, the employee will be advised of their new classification and salary.



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## **Part E - Flexible Work Environment**

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### **Hours of work**

60. The hours of work for a full time employee, are 150 hours over a four week Settlement Period.
61. The standard working day is seven hours and thirty minutes (7 hours and 30 minutes).
62. An employee should not work more than 10 hours per day unless directed to do so.
63. An employee must not work more than five (5) hours without an unpaid break of at least 30 minutes.
64. If an employee is a part time employee, the ordinary hours of duty will be those specified in the part time work Agreement. An employee's salary and leave entitlements will be calculated, accrued and paid on a pro rata basis in accordance with the ordinary hours worked.
65. It is expected that the employee may be required to work reasonable additional hours in addition to the standard hours of duty.
66. Once it has been established that an employee is absent from duty without approval, all pay and other benefits provided under this Agreement, will cease to be available until the employee resumes duty or is granted leave in accordance with this Agreement.

### **Bandwidths**

67. The standard bandwidth is between the hours of 7.00 am and 7.00 pm, Monday to Friday.
68. The NHFB's business hours for the public are 8.30 am to 5.00 pm Monday to Friday.
69. Hours worked within the standard bandwidth are at ordinary time.
70. Where an employee requests to work their ordinary hours outside the bandwidth e.g. on Saturday or Sunday, the employee may do so, subject to operational requirements, with the agreement of their manager. Any hours worked on this basis will be considered ordinary hours and will not attract overtime.

### **Work outside the standard bandwidth**

71. APS1-6 level employees (and their equivalents) are eligible for an overtime payment where they are required by the CEO to:
  - a. perform work outside the bandwidth (inclusive of weekends and public holidays);  
or
  - b. work in excess of 9.5 hours on any one day (Monday to Friday inclusive);  
whichever occurs first.

72. For all employees overtime is not payable in relation to any hours worked where:
- an employee has not worked in excess of 37.5 hours (or their normal weekly hours of work) in a working week; and
  - the overtime is not approved by the CEO.
73. The overtime rates are:
- Monday to Saturday - time and one half;
  - Sunday and public holidays - double time;
  - Public holiday falling within the standard bandwidth (for full-time employees) or agreed pattern of hours (for part-time employees) - single time;
  - where directed to work overtime during the annual closedown - time and one half.
74. In directing an employee to work a period of overtime, the CEO will take into account operational needs and the personal circumstances of the employee.
75. Overtime is considered to be continuous with ordinary duty when an employee does not have a break, other than a meal break, between the periods of ordinary duty and overtime.
76. Executive Level employees have access to flexible working hours in accordance with clauses 100 and 101 (Executive Level working arrangements).
77. Clauses 71 to 76 do not apply where an employee is required to undertake Official Travel.

### **Flextime**

78. All APS1-6 (and equivalent) employees may access flexible working hours. Flexible working hours will be accessed through the flex-time scheme and do not attract overtime.
79. The CEO will administer these arrangements in a way which meets the NHFB's operational requirements and responsibilities. Where possible, the CEO will take into consideration the individual needs of the employee.
80. Subject to the agreement of their manager, an employee may:
- vary their pattern of attendance from time to time in order to meet personal needs,
  - take flextime as a part or whole day absence.
81. Where an employee's flex credits are outstanding at the cessation of employment the flex credit will be paid at ordinary time rates. Where flex debits are outstanding at the cessation employment these will be recovered as part of the termination payment.

### *Excess flex credits*

82. Where an employee's flex credit exceeds 20 hours at the end of a settlement period, the employee and their manager will put a plan in place to reduce the flex credits.
83. At the end of a settlement period, an employee's manager may approve flex credits exceeding 30 hours to be cashed out at ordinary time rates where, due to organisational

requirements, the manager cannot envisage an opportunity for the employee to use those credits in the next settlement period.

84. At the request of the employee, flex credits exceeding 37.5 hours will be cashed out. Flex credits exceeding 37.5 hours will not be carried over to the next settlement period.

#### *Flex debit balance*

85. An employee may not carry over in excess of 10 hours flextime debit at the end of any Settlement Period. Where an employee has a flex debit of more than 10 hours in a settlement period, the employee must reduce the flex debit to 10 hours or less in the next settlement period.
86. Where an employee does not reduce the flex debit, any amount exceeding 10 hours will be treated as leave without pay and will be recovered in full as an over payment.

#### **Public holidays**

87. An employee is entitled to the following public holidays:
- a. New Year's Day – 1 January;
  - b. Australia Day – 26 January;
  - c. Good Friday;
  - d. Easter Monday;
  - e. Anzac Day – 25 April;
  - f. Queen's Birthday – on the day on which it is celebrated in the relevant State or Territory;
  - g. Christmas Day – 25 December;
  - h. Boxing Day – 26 December; and
  - i. Any other day or part day that is declared or prescribed under law of a State or Territory to be observed generally in the State or Territory as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the Fair Work Regulations from counting as a public holiday.
88. If under a law of a State or Territory, a day or part day is substituted for one of the public holidays in clause 87, then the substituted day or part day is the public holiday.
89. 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.
90. An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the day or part day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
91. Where a public holiday falls during a period when an employee is absent on leave (other than annual or paid person/carer's 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 at half pay, payment is at half pay).

92. 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 of pay if employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 87.
93. If under a law of a State or Territory Easter Tuesday 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.

### **Christmas Closedown**

94. The NHFB will close its normal operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day ('Christmas Closedown').
95. Employees are entitled to be absent with pay for the working days during Christmas Closedown.
96. Payment for absences on working days during Christmas Closedown will be made in accordance with an employee's usual ordinary hours of work for that day. However, where an employee would otherwise be absent on a prevailing type of leave on that day, the rate of payment will be in accordance with the payment for that leave entitlement, e.g. if the employee is absent on long service leave at half pay, payment for the day will also be at half pay.
97. Part-time employees normally not working on the days of the week on which an annual closedown occurs will not be entitled to alternative time off.

### **Flexible working arrangements**

98. An employee may request a change in the working arrangements if they require flexibility as stated under the National Employment Standards (NES).
99. The approval of flexible working arrangements will apply for a period determined by the CEO.

### **Executive Level working arrangements**

100. The CEO may approve Executive Level employees (and their equivalents) access to flexible working hours. Executive Level remuneration recognises that some additional demands may be placed upon them.
101. Where operational needs require an Executive Level employee to work additional hours in excess of their ordinary hours for a sustained period, the CEO will grant reasonable time off to recognise the additional hours worked at an agreed time.

### **Working from home**

102. The CEO may approve an employee to work from home on a regular, temporary or intermittent basis. The agreement must be in writing (further information is available in the *Working from Home Policy*).

### **Workplace injury and prevention and management**

103. Where possible the NHFB will:

- a. negotiate discount registration fees for its employees to join fitness and health clubs;
- b. provide facilities for mothers to undertake breastfeeding, lactation and associated activities in the workplace;
- c. improve the environmental performance of the office operations;
- d. provide employees and their families with access to an external Employee Assistance program;
- e. provide reimbursement for reasonable additional costs, as determined by NHFB, where an employee is required to be away from home outside the employee's standard day and the employee incurs reasonable additional costs;
- f. provide a school holiday family care subsidy up to \$22 per child per day for each school child attending approved or registered care where an employee with school age children has been refused, cancelled or is required to return from leave during school holidays. (Further information is available in the leave policy);
- g. provide annual influenza vaccinations for all employees at no cost;
- h. approve the use of taxis after hours where there may be a risk to an employee's health and safety;
- i. provide eyesight testing and reimbursement for prescribed eyesight correction (where not otherwise reimbursed ) to all employees at two-yearly intervals (and with medical evidence if more frequently) who as an integral part of their duties are required to:
  - i. Operate screen based equipment; and/or
  - ii. Undertake specialised work tasks which require particular visual acuity not normally required for general tasks.



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## **Part F - Allowances**

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### **Treatment of Allowances**

104. A table setting out the treatment of allowances for superannuation purposes is at Appendix 2.

### **Responsibility Allowances**

105. The employee will receive an allowance in accordance with Appendix 2 if the employee is appointed by the CEO to perform any of the following duties or roles:  
Additional duties allowances:
- a. qualified first aid officer – \$15 per week;
  - b. successfully trained harassment contact officer – \$10.18 per week;
  - c. successfully trained fire warden – \$10.18 per week; and/or
  - d. successfully trained health and safety representative – \$10.18 per week.
106. If the employee performs more than one role which would attract additional duties allowance the employee will only receive one allowance paid at the highest rates applicable for the duties undertaken.
107. If the employee is working part time the additional duties allowances will be paid on a pro rata basis.

### **Employees travelling on official duty**

108. Travel allowances and assistance are set in line with the Australian Taxation Office (ATO) economic indicator. Further information is available in the travel policy.
109. If an employee is required to be absent from the usual locality on official business involving an overnight stay, a daily travel allowance will be paid at a rate aligned to the ATO economic indicator and agreed by the CEO.
110. Where this period exceeds three (3) continuous weeks, the CEO may review the travel allowance and adjust the payment on the basis of reasonable actual expense or provide an alternative package of assistance for temporary relocation.
111. The CEO may approve reimbursement of reasonable additional expenses, as determined by NHFB, subject to the presentation of receipts, incurred as a direct result of travelling on official business.
112. An employee who is absent from the usual place of work on official business for a period of not less than 10 hours, but not overnight, will be paid an allowance of \$53 for each absence.
113. Official travel, wherever possible, should be undertaken during the standard bandwidth of hours.
114. An employee will not receive the meal and/or accommodation components of a daily travel allowance if the relevant expense is met by the NHFB or another organisation.

### **Motor vehicle allowance**

115. Motor Vehicle Allowance (MVA) is payable where the CEO approves an employee to use a private or personally hired vehicle for official purposes.
116. MVA is paid in accordance with the Australian Tax Office (ATO) rate per kilometre. Further information is available in the travel policy.

### **Disturbance allowance**

117. The CEO may approve disturbance allowance for an employee on permanent movement requiring relocation where an employee is an eligible employee. Further information is available in the *Allowance Policy*.

### **Restriction allowance**

118. Where the CEO requires an employee at the APS 3 classification or above to be contactable and available to work for a specified period outside the bandwidth of hours, the employee will be paid a restriction allowance as per the allowance policy and as follows:
- a. an employee restricted for a period of seven (7) calendar days will receive an allowance of \$294.58 per week;
  - b. an employee restricted for a period of less than seven (7) calendar days will receive a proportional rate based on the number of hours restricted outside the bandwidth; and
  - c. an employee restricted on a weekend roster arrangement will receive an allowance of \$53.56 for each day of the weekend they are restricted. Proportional rates will not apply for rostered weekend restriction periods.
119. Executive Level (and equivalents) and casual employees are ineligible to receive restriction allowance payments unless, in exceptional circumstances, the CEO approves such a payment.

### **Overtime meal allowance**

120. Where an employee is required to work overtime for a continuous period of at least one (1) hour outside the bandwidth, which extends over a meal period, they will be paid a meal allowance of \$25.30 as per the overtime policy.
121. A meal period is defined as:
- a. 7:00 am to 9:00 am
  - b. 12:00 noon to 2:00 pm
  - c. 6:00 pm to 7:00 pm
  - d. Midnight to 1:00am

**Lost and/or damaged clothing or personal effects**

122. Where an employee incurs loss of, or damage to, clothing or personal effects, and the loss or damage can be reasonably associated with the employee's performance of their duties, the manager will authorise reimbursement of costs for repairs or replacement of the personal effects.

**Disruption allowance**

123. Where the CEO determines there is a building or other disruptive activity the CEO may determine that an allowance is be payable to affected employees and set the rate and period of payment to be determined according to the circumstances.

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## PART G – LEAVE

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### General conditions

124. Where aggregated full day absences on 'leave without pay not to count as service' total more than 30 calendar days per accrual year, the employee does not accrue annual leave or personal carer's leave in respect of the period of those absences.
125. If an employee is recalled to duty, the CEO will approve reimbursement toward travel expenses, incidental expenses or family care costs not otherwise recoverable under insurance or from another source, provided that the employee took reasonable precautions to avoid such expenses

### Portability of leave

126. For the purpose of the portability of leave entitlement:
- 'APS employee' has the same meaning as in the PS Act
  - 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*
127. Where an employee moves into the NHFB (including a promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued annual leave and personal/carers (however described) will be transferred, provided there is no break in continuity of service.
128. Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing or employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carers leave (however described) will be recognised unless the employee received payment in lieu of those entitlements on separation of employment.
129. Where a person is engaged as an ongoing employee in the NHFB, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the NHFB or another agency) the CEO may, at the employee's request, recognise any unused, accrued annual leave (excluding accrued leave paid out on separation of employment) and personal/carers leave (however described) provided there is no break in continuity of service.

### Annual Leave

#### Entitlement

130. A full-time employee is entitled to 150 hours Annual Leave for each full year worked, which accrues progressively. The entitlement accrues on a pro rata basis for part-time employees.

### *Conditions*

131. Annual Leave credits may be taken at any time, subject to operational requirements.
132. The CEO may direct an employee with more than 300 hours annual leave to take annual leave to reduce the employees annual leave balance. An employee will not be directed to take more than 75 hours (25%) of their annual leave credit at the time of direction.
133. The CEO may approve an employee to defer taking leave defined in clause 131 for up to one (1) year from the when directed to take annual leave, where the CEO considers it meets NHFB operational needs and the CEO agrees to the proposed leave period.
134. Employees may take annual leave at half pay. When taken at half pay the employee is entitled to twice as much leave.
135. Unless approved by the CEO, employees with an annual leave accrual of more than 30 days at the time of application cannot access annual leave at half pay.
136. The CEO will approve other types of leave during a period of annual leave should an employee be eligible for that leave. Crediting of alternative leave is subject to the provision of satisfactory evidence, as determined by the CEO.
137. Where a public holiday occurs in a period of annual leave, the public holiday will not be deducted from the employee's annual leave credits.
138. An employee will be paid for periods of annual leave at the rate it would have been paid had they performed ordinary hours of duty during the period of leave.
139. The CEO may approve an employee to access annual leave where the CEO is satisfied that the employee has a long term illness and has exhausted other paid leave entitlements.

### *Cash out*

140. The CEO may approve an employee to cash out a portion of the employees accrued annual leave credits. To be eligible to cash out annual leave employees must have:
  - a. taken at least 10 days annual leave or long service leave in the 12 months immediately preceding the request to cash out leave; and
  - b. at least 20 days annual leave credit remaining.
141. The NHFB will pay the employee at least the full amount that would have been payable to the employee had the employee taken the leave that the employee had foregone
142. Each cashing out of a particular amount of annual leave must be by a separate agreement in writing with the CEO.



#### *Payment on separation*

143. On separation from the APS, an employee will be paid out leave entitlements in accordance with the FW Act and *Long Service Leave (Commonwealth Employees) Act 1976*.
144. Where an employee dies, or is presumed to have died on a particular date, the CEO will authorise payment to be made to dependants, the partner of the former employee or the former employee's legal representative of all leave entitlements otherwise payable on resignation or retirement.

#### **Purchased leave**

145. Where the CEO agrees an employee may participate in the purchase leave scheme. An employee may purchase from one to six weeks purchased leave per year. Leave, once purchased, shall generally be taken in multiple days.
146. Purchased leave will count as service for all purposes. Purchased leave not taken within 12 months from being purchased will be paid out in full.
147. The total cost of the purchase will be deducted in fortnightly instalments over the period of the purchase leave agreement.
148. When an employee ceases employment with the NHFB, the purchased leave credits and payments will be reconciled and payments recovered, or refunded as appropriate. Unused purchased leave credits are not transferable between Agencies.

#### **Personal / Carer's leave**

##### *Entitlement*

149. On engagement, an on-going employee will be credited with personal/carers leave of 18 days (135 hours) or the part-time equivalent. A further 18 days (135 hours) or the part-time equivalent will accrue on completion of each 12 month period of service thereafter.
150. On-going employees will accumulate 18 days (135 hours) or the part-time equivalent personal/carers leave credits at full pay for each year of service throughout their employment with the NHFB.
151. Full-time non-ongoing employees, other than casual employees are entitled to 18 days (135 hours) personal/carers leave per year or the part-time equivalent, accruing daily.
152. Personal/carers leave for non-ongoing employees accrues daily based on an employee's ordinary hours of work. For the purposes of leave, ordinary hours of work for full-time employees are 37.5 hours per week. Part-time employees accrue personal/carers leave daily on a pro-rata basis, based on the ordinary hours agreed in the employee's part time work arrangements.
153. The employee's accrual of personal/carers leave will be reduced for any periods of leave that does not count as service (including unauthorised leave).

154. Unused personal/carer's leave will accrue from year to year but will not be paid out on separation.
155. Casual employees are entitled to two (2) days unpaid personal/ carer's leave for caring purposes for each permissible occasion, subject to notifying the employee's manager and providing satisfactory evidence.

*Use*

156. Personal/carer's leave will be granted to an employee by their manager, subject to available credits for the following purposes:
  - a. personal illness or injury or unexpected emergency;
  - b. to provide care or support to a family or household member who has a personal illness or injury or unexpected emergency; or
  - c. to attend preventative health consultations for the employee and/or those in the employees care.
157. An employee will provide satisfactory evidence to support applications for personal/ carer's leave for more than three (3) consecutive days.
158. Where an employee takes 10 days personal/carer's leave without satisfactory evidence in a period of 12 months, then the employee must provide satisfactory evidence for any further application for personal/carer's leave of any duration for the balance of the 12 months, unless otherwise determined by the CEO.
159. The CEO may approve the conversion of personal/carer's leave to half pay for an employee for a specified absence of not less than two days. The employee is able to take twice as much leave when taken at half pay.
160. An employee may apply for personal/ carer's leave without pay, where paid personal/carer's leave is exhausted. Continuous unpaid personal/carer's leave up to 26 weeks will count as service. Any further continuous periods of unpaid personal/carer's leave will not count as service, except for long service leave purposes.

*Evidence for personal/carer's leave*

161. An employee is required to provide evidence to be entitled to paid personal/carer's leave, in accordance clause 162
162. Evidence in clause 161 means:
  - a. a medical certificate;
  - b. a Statutory Declaration, if it was not reasonably practicable for the employee to obtain a medical certificate; and/or
  - c. with the prior agreement or direction of the CEO another form of evidence, including no evidence.
163. If the employee provides a Statutory Declaration as evidence, the Statutory Declaration must set why the employee was unable to attend work.
164. The CEO may also, in writing, require the employee to provide evidence for personal/carer's leave in other circumstances.

165. If the employee does not provide the required evidence within a reasonable period, the absence will be treated as unauthorised leave.

#### **Absence without approval**

166. Where an employee is absent from work without approval, e.g. without the express approval of their manager, or not in accordance with a term of this agreement, the absence will be treated as an 'unauthorised absence' and will not count as service for any purpose under this agreement, including remuneration and leave accrual. Any amounts paid to an employee in respect of an unauthorised absence are overpayments and the NHFB will seek to recover those amounts.

#### **Miscellaneous leave**

167. The CEO may grant an employee leave either with or without pay, in circumstances not provided for elsewhere in this Agreement for a purpose that the CEO considers to be in the interests of the NHFB and having regard to operational requirements. This leave may be granted with or without conditions and to count or not count as service for any or all purposes, unless otherwise required by legislation.

#### **War service sick leave**

168. Eligible employees will generally be granted war service sick leave while unfit for duty because of a war-caused or Defence-caused condition.
169. A war-caused or Defence-caused condition means an injury or disease of an employee that has been determined under the relevant legislation.
170. Eligible employees will accrue a credit of nine (9) weeks on commencement in the APS and an annual credit of three (3) weeks for each year of APS service. Unused credits will accumulate to a maximum of nine (9) weeks.

#### **Compassionate leave**

171. Employees, other than casual employees, will be granted two (2) days paid compassionate leave on each occasion that a member of the employee's family, or household:
- a. contracts or develops a personal illness that poses a serious threat to life; or
  - b. sustains a personal injury that poses a serious threat to life.
172. Casual employees are entitled to two days unpaid leave per occasion for compassionate/bereavement purposes in accordance with the NES.

#### **Bereavement leave**

173. An employee, other than a casual employee, is entitled to three (3) days paid leave where a member of the employee's immediate family or household member, close friend, or dependent dies for each occasion.
174. Where an employee has exhausted the entitlement in clause 173, up to three (3) days paid miscellaneous leave may be approved. Where paid miscellaneous leave is not

approved the employee will be approved up to three (3) days unpaid miscellaneous leave.

175. Casual employees are entitled to compassionate leave in accordance with clause 172.

#### **Leave for Aboriginal and Torres Strait islander employees**

176. The NHFB recognises the obligations placed on Aboriginal and Torres Strait Islander employees to participate in ceremonial activities and other cultural obligations. To allow employees to meet obligations and participate in activities, employees who identify as Aboriginal and Torres Strait islanders are provided with:

- a. two (2) days leave with pay each year to participate in National Aboriginal and Islanders Day Observation Committee (NAIDOC) Week activities or other cultural or ceremonial events under the miscellaneous leave provisions; and
- b. three (3) months unpaid leave each year under the miscellaneous leave provisions to fulfil cultural obligations; this leave will not count as service for any purpose.

#### **Leave for ADF Reserve and Continuous Full Time Service**

177. An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and continuous full time service (CFTS) or Cadet Force obligations.

178. An employee is entitled to leave with pay, of up to four (4) weeks during each financial year, and an additional two weeks' paid leave in the first year of ADF Reserve service, for the purpose of fulfilling service in the ADF Reserve.

179. With the exception of the additional two (2) weeks in the first year of service, leave can be accumulated and taken over a period of two (2) years.

180. An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three (3) weeks each financial year to perform duties as an officer or instructor of cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

181. Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake continuous full time service (CFTS). Unpaid leave for the purpose of CFTS counts as service for all purposes except annual leave accrual.

#### **Community service leave**

182. In accordance with section 108 of the FW Act, an employee is entitled to community service leave to participate in eligible community service activities.

183. Community service leave will be granted as paid leave to count for service for all purposes.

184. An employee on paid leave to fulfil jury service who receives payment from the Court is required to pay that to the NHFB with the exception of payments for an expense nature.



### **Donating blood**

185. The NHFB recognises the importance of and supports employees in donating blood. Employees donating blood during working hours are not required to complete a leave application or to utilise flextime.

### **Long service leave**

186. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
187. The minimum period for which long service leave will be granted is seven (7) calendar days at full pay (or 14 calendar days at half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

### **Maternity and Parental leave**

188. Employees who are pregnant, or who have given birth, are covered by the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973* (the ML Act).
189. Employees with an entitlement to paid leave under the ML Act are provided with an additional two (2) weeks of paid leave, to be taken continuously with a period of paid maternity leave provided by the ML Act.
190. Employees who adopt or permanently foster a child, and have or will have responsibility for the care of the child, are entitled to up to 52 weeks of parental leave. For primary caregivers, up to 14 weeks will be paid leave, commencing from the time of placement of the child, provided the employee satisfies the same qualifying requirements as those required to receive paid leave in accordance with the ML Act.
191. Employees are entitled to parental leave for adoption or permanent foster care when that child:
- a. is under 16 years of age;
  - b. has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement; and
  - c. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse/partner.
192. 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 permanent foster carer purposes.
193. Employees who are eligible for paid maternity or parental leave may elect to have the payment for that leave spread over a maximum of 28 weeks at a rate no less than half normal salary. Where payment is spread over a longer period, a maximum of 14 weeks of the leave period will count as service.
194. On ending the initial period of up to 52 weeks of maternity or parental leave, employees may request an extension of unpaid parental leave for a further period of up to 52 weeks. The second period of unpaid leave is to commence immediately following the initial leave period.



195. Unpaid maternity or parental leave will not count as service for any purpose.
196. Maternity or parental leave is inclusive of public holidays and will not be extended because a public holiday [or Christmas Closedown] falls during a period of paid or unpaid maternity or parental leave.
197. An employee on ending parental or maternity leave is entitled to return to the employees pre-parental leave position in accordance with section 83 and 84 of the FW Act.

**Parental (partner) leave**

198. Employees who are a child's non-primary care giver and stand in a domestic or household relationship with the child are entitled to be granted four (4) weeks paid parental leave on the birth, adoption or permanent foster care placement of a child or their partner's child. This paid leave will count as service for all purposes.
199. Employees may elect to have the payment for paid parental leave spread over a maximum of eight (8) weeks at a rate of no less than half normal salary. Where payment is spread over the longer period, only half of the total weeks of the leave period will count as service.
200. Employees who are a child's non-primary care givers and stand in a domestic or household relationship with the child are also entitled to granted unpaid miscellaneous leave up to a total absence of 52 weeks (including paid leave) on the birth, adoption or permanent foster care placement of a child or their partner's child.
201. Documentary evidence as outlined in clause 192, or a birth certificate following the birth of a child, must be submitted when applying for parental (partner) leave.

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## **PART H – Performance and Development**

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### **Performance Management Scheme**

- 202. Employees must participate in the NHFB's Performance Management Scheme known as the PDS. The performance management cycle runs from 1 July to 30 June each year.
- 203. The performance management guidelines set out performance management processes, including the responsibilities, rights and obligations of managers and employees in managing performance.

### **Eligibility for performance salary advancement**

- 204. Employees who are not on the top of the range for their classification will be eligible for progression to the next increment point in their classification subject to being assessed as per the conditions set out in clause 13.

### **Managing underperformance**

- 205. Where an employee's performance against the PDS is rated 'requiring development', and remains below a 'reliable and meaningful contribution and performance' (satisfactory) rating, an underperformance process will be initiated by the CEO.
- 206. In addressing underperformance the PDS framework is designed to:
  - a. be timely and effective;
  - b. restore performance of the employee to the required standard;
  - c. have regard to the individual circumstances of the employee, including any health issues;
  - d. have regard to natural justice and procedural fairness;
  - e. include learning and development as the focus for improving performance;
  - f. have active performance management as an integral part of the workplace culture;
  - g. require performance measures and standards to be clearly defined.
- 207. The framework does not apply to:
  - a. an employee serving a period of probation;
  - b. a non-ongoing employee; including casual employees; or
  - c. an employee being case managed due to a suspected breach of the code of conduct, identified medical condition/injury or loss of essential qualifications.

### **Skills and knowledge development**

- 208. The NHFB recognises the importance of a comprehensive learning and development framework for all employees and managers that:
  - a. develops and supports professional and technical expertise;
  - b. articulates organisational priorities and the range of learning and development

mechanisms consistently available to support the development of an employee to meet the priority capabilities and knowledge identified in their PDS individual development plans and for the employee's level and work area;

- c. recognises the role of relevant external studies, and provides support for approved tertiary studies through the Studybank scheme; and
- d. further develops the skills and capabilities of managers to deliver business outcomes.

209. Employees and managers should use this framework in their PDS discussions to set goals and agree on Individual Development Plans.

### **Continuing professional development**

210. The NHFB may have positions which require mandatory qualifications. Where continuing professional development is required to maintain the mandated qualifications, practicing certificates and relevant skills, the NHFB will:

- a. provide access to training; or
- b. on application, provide a Professional Development Allowance to meet the reasonable costs of continuing professional development.

211. Where an employee has received a Professional Development Allowance (PDA), that PDA must be used entirely before an application under clause 208 can be made.

212. The CEO may provide financial or other assistance to an employee to undertake formal courses of study at tertiary and higher education institutions and other vocational education, for positions which require mandatory qualifications, where continuing professional development is required to maintain the mandated qualifications practicing certificates and relevant skills.

### **Mature age employee's financial assistance**

213. The CEO may provide an employee aged 54 years and over who is approaching or genuinely considering retirement, access to financial assistance in the form of a one off reimbursement payment up to a total maximum of \$500 (inclusive of GST) to obtain financial advice from a registered financial advisor.

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## **PART I – Workforce Adjustment**

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### **Employee initiated separation from the APS**

214. If the employee is an ongoing employee, they may resign by giving two (2) weeks' notice of their resignation unless a different period is agreed or set out in their letter of engagement.

### **Coverage**

215. The following provisions will apply to all employees of the NHFB with the exception of:
- a. ongoing employees who are on probation; and
  - b. non-ongoing and casual employees.

### **Definition of excess employees**

216. An employee is 'excess' when:
- a. they are included in a group of employees in the NHFB, comprising a greater number than is necessary for the efficient and economical working of the NHFB;
  - b. due to technological or other changes in the work methods of the NHFB, or structural or other changes in the nature, extent or organisation of the functions of the NHFB, the services of the employee cannot be effectively used; or
  - c. the duties usually performed by the employee are to be performed at a different locality and the employee is not willing to perform those duties at the new locality and the CEO has determined that the provisions of this clause may apply to that employee.

### **Consultation with potentially excess employees**

217. When the CEO is aware that an employee is likely to become excess, the CEO will advise the employee.
218. Where an employee is identified as potentially excess, the CEO will hold an initial consultation with the employee and/or the employee's nominated representative.
219. The CEO will hold discussions with the potentially excess employee to consider:
- a. redeployment opportunities for the employee concerned; and
  - b. whether voluntary retrenchment might be appropriate.
220. The initial consultation period is for one calendar month, unless the employee agrees a lesser period.

### **Declaring an employee excess**

221. Not less than one calendar month after advising the employee in accordance with clause 217217 that they are likely to become excess, the CEO will advise the employee in writing if the employee becomes an excess employee. The employee and the CEO may agree to implement a shorter consultation period.

### **Voluntary retrenchment**

222. As soon as possible within the consultation period referred to in clause 220, the CEO will provide the excess employee information on:
- a. the amount of severance benefit, pay in lieu of notice, and likely payment in lieu of leave credits;
  - b. the amount of accumulated superannuation contributions;
  - c. options open to the employee concerning superannuation; and
  - d. any taxation rules applying to the various payments.
223. An excess employee invited to accept a voluntary retrenchment will be provided with assistance up to a total of \$900 for financial counselling and career counselling.
224. Where the CEO terminates an employee's employment under section 29(3)(a) of the PS Act, the CEO will give the employee a period of notice of termination of four (4) weeks or five (5) weeks for an employee over 45 and with at least five (5) years of continuous service).
225. Where an employee's employment is terminated at the beginning of, or within the notice period, the employee will receive payment in lieu of notice as set out in the FW Act for the unexpired portion of the notice period.

### **Severance benefit**

226. An employee whose employment is terminated under section 29(3)(a) of the PS Act following their agreement to be voluntarily retrenched is entitled to be paid a Severance Benefit of an amount equal to two weeks' salary for each completed year of continuous service, plus a pro rata payment for completed months of service since the last completed year of service, subject to a minimum of amount the employee is entitled to under the NES.
227. The minimum sum payable will be four (4) weeks' salary and the maximum will be 48 weeks' salary.
228. The redundancy benefit will be calculated on a pro-rata basis for any period where an employee has worked part-time hours during the employee's period of service and the employee has less than 24 years full-time service, subject to any minimum amount the employee is entitled to under the NES.
229. For earlier periods of service to count there must be no breaks between the periods of service, except where:
- a. the break in service was less than four (4) weeks and occurred where an offer of employment in relation to the second period of service was made and accepted by



- the employee before the first period of service ended (whether or not the two periods of service are with the same employer or agency); or
- b. the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under s49 (as repealed in 1966) of the repealed PS Act 1922.

230. Service for severance pay purposes means:

- a. service in an APS agency;
- b. Government service as defined in section 10 of the Long Service Leave (Commonwealth Employees) Act 1976;
- c. service with a Commonwealth body (other than service with a Joint Commonwealth-State body Corporate) in which the Commonwealth has a controlling interest which is recognised for long service leave purposes;
- d. service with the Australian Defence Forces;
- e. APS service immediately preceding deemed resignation under repealed section 49 of the PS Act, if the service has not previously been recognised for pay purposes; and
- f. service in another organisation where:
  - i. an employee was transferred from the APS to that organisation with a transfer of function; or
  - ii. an employee engaged by that organisation on work within a function is engaged as an APS employee as a result of the transfer of that function to the APS; and
  - iii. such service is recognised for long service leave purposes.

231. Absences from work which do not count as service for leave purposes will not count as service for severance benefit purposes.

### **Rate of payment**

232. For the purpose of calculating any payment under clause 226, salary will include:

- a. the employee's salary at the substantive work value level; or
- b. the salary of the higher classification, where the employee has been working at the higher classification for a continuous period of at least 12 months immediately preceding the date on which the employee is declared excess in accordance with clause 221; and
- c. other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

### **Retention periods**

233. Where an excess employee has not elected for voluntary retrenchment with the payment of a redundancy benefit, the employee will be entitled to the following period of retention:

- a. 56 weeks where the employee has 20 years or more service or is over 45 years of age; or
  - b. 30 weeks for all other employees.
234. If an employee is entitled to a redundancy payment under the NES, the relevant period in clause 233 will be reduced by the employees number of weeks redundancy pay that the employee will be entitled to under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).
235. The retention period will be commenced on the day the CEO advises the employee in writing that they are an excess employee in accordance with clause 221.
236. The retention period will be extended by any periods of personal/carer's leave taken for the purpose of personal illness or injury during the retention period.
237. During the retention period the CEO:
- a. will continue to take reasonable steps to find alternative employment for the excess employee; and
  - b. may, with four (4) weeks' notice, reassign duties at a lower APS classification to the excess employee

Where this occurs before the end of an employee's retention period, the employee will receive income maintenance to maintain salary at the previous higher level for the balance of the retention period in clause 233.

### **Redeployment**

238. An excess employee must take all reasonable steps to identify and apply for suitable vacancies at their substantive level (and may choose to consider the option of a lower substantive level position) during the retention period.
239. The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these expenses are not met by the prospective employer.

### **Involuntary retrenchment**

240. In accordance with section 29 of the PS Act, the CEO may involuntarily terminate the employment of an excess employee at the end of the retention period.
241. The CEO will not terminate the employment of an excess employee if the excess employee has not been invited to accept an offer of Voluntary Retrenchment or has elected to accept an offer of Voluntary Retrenchment but the CEO has refused to approve it.

**Consultation**

242. This term applies if:

- a. the NHFB has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- b. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

**Major change**

243. For a major change referred to in sub-clause 242(a):

- a. The CEO must notify the relevant employees for the decision to introduce the major change; and
- b. clauses (244) to (250) apply.

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

245. If:

- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b. the employee or employees advise the NHFB of the identity of the representative; the NHFB must recognise the representative.

246. As soon as practicable after making the decision the CEO must:

- a. discuss with the relevant employees:
  - i. the introduction and change; and
  - ii. the effect the change is likely to have on the employees; and
  - iii. measures the employer is taking to avert or mitigate the adverse effect of the change on employees; and
- b. for the purpose of the discussion – provide, in writing, to the relevant employees:
  - i. all relevant information about the change including the nature of the change proposed; and
  - ii. information about the expected effects of the change on the employees; and
  - iii. any other matters likely to affect the employees.

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

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

249. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in sub-clause 243(a) and clauses 244 to 246 are taken not to apply.
250. In this term, a major change is likely to have a significant effect on employees if it results in:
- a. the termination of the employment of employees; or
  - b. the major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d. the alteration of hours of work; or
  - e. the need to retrain employees; or
  - f. the need to relocate employees to another workplace; or
  - g. restructuring of jobs.

**Change to regular roster or ordinary hours of work**

251. For a change referred to in sub-clause 242(b):
- a. the employer must notify the relevant employees of the proposed change; and
  - b. clauses 252 to 256 apply.
252. The relevant employees may appoint a representative for the purposes of the procedures in this term.
253. If:
- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b. the employee or employees advise the employer of the identity of the representative. The NHFB must recognise the representative.
254. As soon as practicable after proposing to introduce the change, the NHFB must:
- a. discuss with the relevant employees the introduction of the change; and
  - b. for the purposes of the discussion provide to the relevant employees:
    - i. all relevant information about the change, including the nature of the change; and
    - ii. information about any other matters that the NHFB reasonably believes will be the effects of the change on employees; and
    - iii. information about any other matters that the NHFB reasonably believes are likely to affect the employees.
  - c. Invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
255. However, the NHFB is not required to disclose confidential or commercially sensitive information to the relevant employees.

256. The NHFB must give prompt and genuine consideration to matters raised about the change by the relevant employees.
257. In this Part J, "relevant employees" means employees who may be affected by the changes referred to in clause 243.

**Workplace Consultative Committee**

258. The Workplace Consultative Committee will be used to facilitate communication and consultation with employees, and will monitor the implementation of this Agreement.



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**PART K      Preventing and settling disputes**

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**Procedures for preventing and settling disputes**

259. If a dispute relates to:

- a. a matter arising under the Agreement; or
- b. the NES;

this term sets out procedures to settle the dispute.

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

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

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

263. The Fair Work Commission may deal with the dispute in two (2) stages:

- a. 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
- b. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - i. arbitrate the dispute; and
  - ii. 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 purpose of Div. 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.

264. While the parties are trying to resolve the dispute using the procedures in this term:

- a. an employee must continue to perform his or her work as he or she would normally unless her or she has a reasonable concern about an imminent risk to his or her safety; and
- b. an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
  - i. the work is not safe; or
  - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
  - iii. the work is not appropriate for the employee to perform; or
  - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

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

**Review of decisions to terminate employment**

266. Where the CEO considers whether to terminate an ongoing employee's employment in the NHFB, the provisions of the PS Act, the FW Act and associated legislation shall apply.

## Appendix 1 NHFB Salary Scales

Classification	Prior to Lodgement	On Commencement 3%	12 months after commencement 2%	24 months after commencement 1%
<b>Executive Level 2 (EL2)</b>	133,777	137,790	140,546	141,952
	127,355	131,176	133,799	135,137
	123,240	126,937	129,476	130,771
	112,992	116,382	118,709	119,896
<b>Executive Level 1 (EL1)</b>	108,013	111,253	113,478	114,613
	103,738	106,850	108,987	110,077
	98,827	101,792	103,828	104,866
	94,705	97,546	99,497	100,492
<b>APS 6</b>	86,943	89,551	91,342	92,256
	85,039	87,590	89,342	90,235
	80,805	83,229	84,894	85,743
	77,067	79,379	80,967	81,776
<b>APS 5</b>	74,451	76,685	78,218	79,000
	70,716	72,837	74,294	75,037
	68,843	70,908	72,326	73,050
<b>APS 4 / Graduate APS</b>	67,865	69,901	71,299	72,012
	65,996	67,976	69,335	70,029
	64,229	66,156	67,479	68,154
Soft barrier for Graduate APS only				
<b>APS 3 / Graduate APS</b>	62,837	64,722	66,017	66,677
	59,987	61,787	63,022	63,653
	58,296	60,045	61,246	61,858
	56,691	58,392	59,560	60,155
<b>APS 2</b>	53,533	55,139	56,242	56,804
	52,045	53,606	54,678	55,225
	50,528	52,044	53,085	53,616
	49,056	50,528	51,538	52,054
<b>APS 1</b>	47,140	48,554	49,525	50,021
	44,947	46,295	47,221	47,694
	43,458	44,762	45,657	46,114
	41,974	43,233	44,098	44,539
<b>(at 20 years)</b>	38,197	39,343	40,130	40,531
<b>(at 19 years)</b>	34,000	35,020	35,720	36,078
<b>(at 18 years)</b>	29,382	30,263	30,869	31,177
<b>(under 18 years)</b>	25,185	25,941	26,459	26,724

## Appendix 2 Allowance Recognition

	Counts as salary for superannuation purposes (CSS and PSSdb only. Members of other superannuation funds refer to clause 48)	Counts towards salary for calculation of additional duty salary	Payable during long service leave	Payable during recreation leave	Reduced pro rata during period of half pay leave (if payable during leave)	Included in income maintenance for excess employees	Included in salary for calculation of retrenchment severance payments	Included in salary for payment in lieu of notice of termination of employment	Payment in lieu of long service leave	Payment in lieu of recreation leave
Higher duties allowance	@	✓	*	*	✓	*	*	*	#	^
SPA1 Allowance	✓	✓	*	*	✓	*	*	*	#	^
Workplace Responsibility Allowance	✓	X	X	X	X	X	X	✓	X	X
Restriction Allowance	@	X	X	X	X	*	X	*	X	X
Disruption Allowance	X	X	X	X	X	X	X	✓	X	X

### Key

✓	Yes
#	Yes, if in receipt of allowance for a continuous period of greater than 12 months
^	Yes, if in receipt of allowance on last day of service
X	No
@	Yes, subject to a qualifying period in accordance with the Superannuation (CSS/PSS) Salary Regulations 1978, unless indicated otherwise in this Determination
*	Yes, subject to certain conditions

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### Appendix 3 Interpretations and Definitions

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“Agreement” means National Health Funding Body Enterprise Agreement 2016.

“APS” means the Australian Public Service.

“APS employee” is someone engaged under s.22(2) of the *Public Service Act*.

“Cadet APS” means an Employee allocated the classification of Cadet APS in accordance with the Classification Rules 2000. Cadets undertake a Cadetship with the NHFB involving a combination of full time tertiary study and work placement throughout the duration of their studies.

“Casual Employee/s” means a person engaged under s.22(2)(c) of the *Public Service Act* for duties that are irregular or intermittent.

“Classification/s” means an approved classification under the *Public Service Classification Rules 2000*.

“Employer” and “NHFB” means the National Health Funding Body.

“CEO” means the National Health Funding Body Chief Executive Officer or a delegate.

“Employee/s” means an Employee of the NHFB covered by this Agreement (whether full-time or part-time) and includes Employees who have been assigned duties at the NHFB under s. 26 of the *Public Service Act*. Unless specified, this does not include a Casual Employee.

“Excess Employee” means an Employee declared to be excess in accordance with Part I of the Agreement.

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

“Family” means a person who is:

- a. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee,
- b. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
- c. the CEO is satisfied they have a strong affinity with the Employee;
- d. for Aboriginal and Torres Strait Islander employees, is a person related to an employee through traditional kinship and includes a person of the opposite or same sex to the employee.

“Flextime” is a system of flexible working arrangements which enables an employee and the CEO to vary working hours, patterns and arrangements (subject to operational requirements) to average working hours of 37 hours and 30 minutes per week for the settlement period.

“Foster care” means an arrangement whereby an Employee, as a carer, assumes long term responsibility for a child:



- a. Arising from the placement of the child by a 'fostering' arrangement or Parenting Order by a person / organisation with statutory responsibility for the placement of the child
- b. Where the child is, or will be, under 16 years of age as at the day of placement, or the expected day of placement, of the child
- c. Where the placement of the child:
  - i. is for a period longer than six months; and
  - ii. in circumstances where it is not expected that the child will return to their family; and
- d. The child is not (otherwise than because of the fostering) a child of the employee or the employee's spouse or de facto partner.
- e. The 'placement' of a child, means the earlier of the following days:
  - i. the day on which the employee first takes long term care of the child; or
  - ii. the day on which the employee starts any travel that is reasonably necessary to take custody of the child.

"Graduate APS" means an Employee allocated the classification of Graduate APS in accordance with the *Classification Rules 2000*. Graduates undertake a structured program of training and work placements.

"Manager" means the person to whom an employee generally reports to on a day to day basis for work related matters, and may include a person referred to as a supervisor.

"NES" means *National Employment Standards* in Part 2-2 of the FW Act, as amended from time to time.

"Non-ongoing employee" means an employee who has been engaged under s. 22(2)(b) of the *Public Service Act* for either a specified term or for the duration of a specified task.

"Official Travel" means travel that an Employee is requested to undertake on behalf of the NHFB. Official Travel requires formal approval by the CEO via a movement requisition.

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

"Settlement Period" means a four week period beginning on a pay day Thursday for the purposes of determining flextime debit or credit carryover.

"Trainee APS (Administrative)" means an Employee allocated the Classification of Trainee APS (Administrative) in accordance with the *Classification Rules 2000*. Trainee APS (Administrative) employees undertake a training program for a period of 12 months which combines time at work with training, and can be full-time, part-time or school-based.

"Working day" is Monday to Friday and excludes public holidays and the Christmas closedown.