



National Disability Insurance Agency

# **Enterprise Agreement 2020-2023**

**ndis**



# National Disability Insurance Agency Enterprise Agreement 2020-2023

**Version** V0.21

**Last edited** 26.02.2020

**Commencement date** 24.04.2020

**Agreement ID** AG2020/901



## Cover artwork: 'Old Tree'

**Caroline Mathieson – born 1976**

Caroline has been working as an artist for a number of years now. She values the principles of fine art and follows these within her own arts practice. Her colour and subject matter have matured but she maintains a naïve quality when depicting her subjects and her approach to composition. This gives her work a gentle and at times whimsical quality. Caroline has been using a combination of acrylics, watercolour and coloured pencil. Her works can range from still life subjects, reference from printed material and photographs she has taken of landscapes and other subjects.

Caroline is a dedicated worker who loves art and takes it very seriously. She continues to work on developing her colour techniques in order to widen her pallet and have the ease of skill to represent what she sees. Caroline works at the ArtGusto Studio once a week and enjoys catching up with her workmates and the connections she makes with the wider arts community.

ArtGusto is a supported art studio for local artists. While our artists have genuine creative talent, they are living with disabilities and the challenges this brings to their lives every day.

**For more information** [visit our website](#)



## DECISION

*Fair Work Act 2009*

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

**Commonwealth of Australia, represented by the National Disability Insurance Scheme Launch Transition Agency T/A National Disability Insurance Agency**  
(AG2020/901)

### **NATIONAL DISABILITY INSURANCE AGENCY ENTERPRISE AGREEMENT 2020 - 2023**

Commonwealth employment

COMMISSIONER CIRKOVIC

MELBOURNE, 17 APRIL 2020

*Application for approval of the National Disability Insurance Agency Enterprise Agreement 2020-2023.*

[1] An application has been made for approval of an enterprise agreement known as the *National Disability Insurance Agency Enterprise Agreement 2020-2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Commonwealth of Australia, represented by the National Disability Insurance Scheme Launch Transition Agency t/a National Disability Insurance Agency. The Agreement is a single enterprise agreement.

[2] The employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[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. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] 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.

[2020] FWCA 2026

[5] The Agreement was approved on 17 April 2020 and, in accordance with s.54, will operate from 24 April 2020. The nominal expiry date of the Agreement is 24 April 2023.



COMMISSIONER

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[2020] FWCA 2026

**Annexure A:**

IN THE FAIR WORK COMMISSION *Fair Work Act 2009 (Cth)*  
(FW Act)  
Matter number: AG2020/901  
Employer: Commonwealth of Australia (represented by the National  
Disability Insurance Agency)  
(Employer)  
Application: Section 185 – Application for approval of a single  
enterprise agreement, namely the  
*National Disability Insurance Agency Enterprise  
Agreement 2020-2023*  
(Agreement)  
Authorised representative: Martin Hoffman  
Chief Executive Officer



**Undertaking-Section 190**

I, Martin Hoffman, for and on behalf of the Employer:

1. declare that I have:
  - (a) authority to give this undertaking on behalf of the Employer; and
  - (b) sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act;
2. understand that each undertaking is to be taken to be a term of the Agreement;
3. give the following undertaking with respect to the Agreement:

For the purposes of clause 5.12 in the Agreement, *Salary on engagement, promotion, assignment of duties*, a casual employee will be engaged at the pay point APS Level 1.2 or higher, as the case may be (see Table 1 of Appendix A).

A casual employee is an employee engaged under the *Public Service Act 1999* (Cth) for the purposes of the NDIA for duties that are irregular and intermittent.

|   |   |
|---|---|
| Date signed:  | 7 April 2020  |
| For and on behalf of the Employer, in accordance with s.190(5) of the FW Act, by: | Martin Hoffman  |
| Signature:  |  |
| Witness name:   | Kerry Thomson   |
| Witness signature:  |  |

---

## Formal acceptance of agreement and signatories

This Agreement is made under section 172 of the *Fair Work Act 2009*. By signing below, the parties to the Agreement signify their agreement to its terms:

### Employer

Signed for, and on behalf of, the Commonwealth by the National Disability Insurance Agency  
Chief Executive Officer



Signed

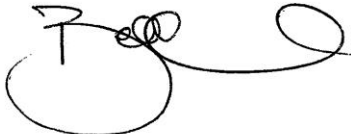
Full name: Martin Hoffman

Agency: National Disability Insurance Agency

Address: 13-19 Malop Street, Geelong, Victoria, 3220

### Bargaining Representative: Community and Public Sector Union

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



Signed

Full name: Beth Vincent-Pietsch, Deputy Secretary

Address: 1/40 Brisbane Ave, Barton, ACT, 2600

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## Part 1 – Introduction to your agreement

- 1.1. The National Disability Insurance Agency (NDIA) Enterprise Agreement (Agreement) supports our vision to build and maintain a world leading National Disability Insurance Scheme that optimises the independence and full participation of people with disability in our community. This is enabled by an informed and adaptive workforce that is values led, high performing and highly engaged.
- 1.2. The Agreement provides a vital element of our Employment Framework which assists NDIA employees to work towards our vision.

### Title and length of agreement

- 1.3. This Agreement shall be known as the National Disability Insurance Agency Enterprise Agreement 2020-2023.
- 1.4. This Agreement is made under section 172 of the *Fair Work Act 2009* (FWA).
- 1.5. This Agreement will commence seven days after it is approved by the Fair Work Commission (FWC) and expire three years from the date of commencement.
- 1.6. Subject to subclause 1.7 (b), this Agreement displaces and replaces all enterprise agreements, transferrable instruments and copied State Instruments that applied to NDIA employees prior to its commencement.

### Parties bound

- 1.7. This Agreement covers and binds the Chief Executive Officer (CEO) of the NDIA on behalf of the Commonwealth; and all Australian Public Service (APS) employees of the NDIA:
  - a. with the exception of Senior Executive Service (SES) employees
  - b. noting that in accordance with section 58 of the FWA, it will cover and apply to transferring employees covered by the Disability Services Enterprise Agreement Victoria 2018-2022 effective from 1 July 2022.

## NDIA employment framework

- 1.8. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is inconsistency between this Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.
- 1.9. The operation of this Agreement is supported by policies, procedures and guidelines that do not form part of the Agreement. These policies, procedures and guidelines will be available on the Intranet to all employees and will be updated as necessary following reasonable consultation with the Agency Consultative Network (ACN).
- 1.10. If there is any inconsistency between the policies, procedures and guidelines and the terms of this Agreement, the express terms of this Agreement will prevail. Further information can be found in the NDIA Employment Framework.

## Delegations

- 1.11. The CEO may, in writing, delegate any of the CEO's powers and functions under this Agreement including the power to sub delegate.

## Individual flexibility arrangements (IFA)

- 1.12. With the agreement of the CEO you may make an IFA to vary the effect of terms of the Agreement if:
  - a. the IFA deals with one or more of the following matters:
    - i. arrangements about when work is performed;
    - ii. overtime rates;
    - iii. penalty rates;
    - iv. allowances;
    - v. remuneration; and/or
    - vi. leave; and
  - b. the IFA meets the genuine needs of yourself and the NDIA in relation to one or more of the matters mentioned in subclause 1.12.a; and
  - c. the arrangement is genuinely agreed to by yourself and the CEO.

1.13. The CEO must ensure that the terms of the IFA:

- a. are about permitted matters under section 172 of the FWA;
- b. are not unlawful terms under section 194 of the FWA; and
- c. result in you being better off overall than you would be if no IFA was made.

1.14. The CEO must ensure that the IFA:

- a. is in writing;
- b. includes the name of the employer and your name;
- c. is signed by the CEO and yourself and, if you are under 18 years of age, signed by your parent or guardian;
- d. includes details of:
  - i. the terms of the Enterprise Agreement that will be varied by the IFA;
  - ii. how the IFA will vary the effect of the terms; and
  - iii. how you will be better off overall in relation to the terms and conditions of your employment as a result of the IFA; and
- e. states the day on which the IFA commences.

1.15. The CEO must give you a copy of the IFA within 14 days after it is agreed to.

1.16. You or the CEO may terminate the IFA:

- a. by giving no more than 28 days written notice to the other party to the IFA; or
- b. if you and the CEO agree in writing at any time.

## Part 2 – Consultation and workplace arrangements

- 2.1. The NDIA is committed to consultation and workplace relations arrangements that are balanced, do not unreasonably favour one group of employees over another and where communication, consultation, cooperation and input from employees on matters that affect their workplaces are considered.

### Agency Consultative Network

- 2.2. The NDIA will make provision for consultative arrangements with employees, and where employees choose, their representatives, regarding general workplace relations matters.
- 2.3. The ACN is the key mechanism for general employee consultation between management and elected employees (ACN members).
- 2.4. The composition of the ACN will be a balanced representation of the NDIA's workforce and will be reviewed annually.
- 2.5. The ACN will be the principal forum for consultation in relation to:
- a. the review of the implementation and operation of this Agreement; and
  - b. the development or review of any NDIA policies, procedures or guidelines that support the operation of this Agreement.
- 2.6. The NDIA recognises the value of the ACN as a forum for the exchange of information on matters affecting employees.
- 2.7. The ACN will have four meetings per calendar year. Extraordinary meetings and working parties will be organised as needed to deal with matters requiring specific attention.
- 2.8. Members of the ACN will be provided with appropriate support and reasonable time to undertake their ACN related duties as determined by the Chair. Further information on the role, composition and member supports can be found in the ACN Charter.

## Major change

2.9. This term applies if the NDIA:

- a. 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 employees; or
- b. proposes to introduce a change to the regular roster or work pattern of employees.

2.10. In this term "relevant employees" means the employees who may be affected by a change referred to in clause 2.9.

2.11. For a major change referred to in subclause 2.9.a:

- a. the NDIA must notify the relevant employees of the decision to introduce the major change; and
- b. clauses 2.12 to 2.18 apply.

2.12. The relevant employees may appoint a representative for the purposes of the procedures in this clause.

2.13. 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 NDIA of the identity of the representative;

the NDIA must recognise the representative.

2.14. As soon as practicable after making its decision, the NDIA will:

- a. discuss with the relevant employees:
  - i. the introduction of the change; and
  - ii. the effect the change is likely to have on the employees; and
  - iii. measures the NDIA is taking to avert or mitigate the adverse effect of the change on the employees; and
- b. for the purposes 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.

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

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

2.17. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the NDIA, the requirements set out in subclause 2.11.a and clauses 2.12 and 2.14 do not apply.

2.18. 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. major change to the composition, operation or size of the NDIA'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. the restructuring of jobs.

## **Change to regular roster or work pattern**

2.19. For a change referred to in subclause 2.9.b the NDIA must notify the relevant employees of the proposed change; and clauses 2.20 to 2.24 apply.

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

2.21. 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 NDIA of the identity of the representative;
- the NDIA must recognise the representative.

2.22. As soon as practicable after proposing to introduce the change, the NDIA 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 what the NDIA reasonably believes will be the effects of the change on the employees; and
  - iii. information about any other matters that the NDIA reasonably believes are likely to affect the employees; and
- 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).

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

2.24. The NDIA must give prompt and genuine consideration to matters raised about the change by the relevant employees.

### Freedom of association

2.25. The right for you to belong to a union will be respected, as will the right for you not to belong to a union.

### Employee representation arrangements

2.26. The NDIA recognises that you may, in matters concerning your employment, choose to have a representative of your choice to support or represent you. A representative requested by you to act in this capacity may include an elected representative, a workplace delegate, a support worker, a family member or a work colleague. The NDIA and your nominated representative will deal with each other in good faith.

## Part 3 – Dispute resolution procedure

- 3.1. If a dispute relates to:
- a. a matter arising under this Agreement; or
  - b. the NES;
- this term sets out the procedures to settle the dispute.
- 3.2. If you are a party to the dispute you may appoint an employee representative for the purposes of the procedures in this part.
- 3.3. In the first instance, parties to the dispute will try to resolve the matter at the workplace level through discussions between the employees concerned and relevant supervisors and/or management. This may include internal escalation and/or the use of internal alternative dispute resolution methods where appropriate.
- 3.4. If discussions at the workplace level do not resolve the dispute a party to the dispute may refer the matter to the FWC.
- 3.5. The FWC may deal with the dispute in two stages:
- a. the FWC 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 FWC is unable to resolve the dispute at the first stage, the FWC may then:
    - i. arbitrate the dispute; and
    - ii. make a determination that is binding on the parties.
- Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the FWA. A decision that the FWC makes when arbitrating a dispute is a decision for the purposes of Division 3 of Part 5.1 of the FWA. Therefore, an appeal may be made against the decision.*
- 3.6. While the parties are trying to resolve the dispute using the procedures in this provision:
- a. employees must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
  - b. employees must comply with a direction given by the NDIA to perform other available work at the same workplace, or at another workplace, unless:

- i. the work is not safe; or
- ii. applicable work health and safety legislation would not permit the work to be performed; or
- iii. the work is not appropriate for you to perform; or
- iv. there are other reasonable grounds for you to refuse to comply with the direction.

3.7. The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this provision.

3.8. The dispute resolution procedure outlined in this clause cannot be used in respect of the termination of your employment.

## Part 4 – Performance, learning and development

- 4.1. The NDIA will maximise your ability to contribute to its achievements through the performance framework.

### Performance framework

- 4.2. If you are covered by this Agreement you will participate in the NDIA performance framework.
- 4.3. The performance assessment period will run from 1 August to 31 July each year. A rating will be determined by the relevant manager based on your performance, to facilitate advancement to the next salary point, in accordance with the provisions for salary advancement in clause 5.6 and 5.10.
- 4.4. Where you are not fully meeting agreed performance standards as assessed by the relevant manager, a performance support process according to the principles of equity, transparency, natural justice and procedural fairness will be initiated. Further information can be found in the policy on improving performance.

### Learning and development

- 4.5. Learning and development opportunities are supported across the NDIA at all levels.
- 4.6. You will have access to appropriate learning and development opportunities as determined by the NDIA, during work time, to develop the skills and knowledge needed to perform your duties and to address your identified and agreed development needs.

### Professional membership reimbursement

- 4.7. The CEO may approve reimbursement for the cost of annual membership fees of professional associations where membership of the association is an essential requirement in the performance of your duties and is clearly outlined in your professional or legal officer position description. The rate of reimbursement is provided in the allowances and reimbursements table at Appendix C. Further information can be found in the professional and legal officer policy.



## Support for study and professional development

- 4.8. The CEO may provide you with assistance for undertaking an approved course of study or for professional development. This includes:
- a. leave (paid or unpaid) for study and exams including reasonable travel time
  - b. financial assistance or reimbursement of reasonable costs associated with your study or professional development.
- 4.9. The amount of leave and/or financial assistance you may access will be dependent on the type of study/professional development you are undertaking and will be negotiated with your manager prior to commencing the study/professional development. Further information can be found in the policy on study and professional development support.
- 4.10. The CEO may approve reimbursement towards annual membership of professional associations relevant to your work in the NDIA. The amounts of reimbursement are outlined in the allowances and reimbursements table in Appendix C of this Agreement.

## Part 5 – Remuneration

### Salary increases

- 5.1. Salary increases over the life of the Agreement:
- a. 2.0 per cent on commencement;
  - b. 2.0 per cent 12 months after commencement; and
  - c. 2.0 per cent 24 months after commencement.
- 5.2. No qualifying period applies in relation to eligibility to receive a salary increase.

### Classification structures and rates of pay

- 5.3. Structures for the classification of NDIA work levels, and your rates of pay, are set out in the salary tables in Appendix A of this Agreement.
- 5.4. Transferring employees will be transitioned into this classification structure from the date this Agreement begins to apply to them and according to the following guidelines:
- a. transferring employees will remain at the APS classification level that is applicable to their role/work
  - b. transferring employees whose substantive salaries fall within the NDIA salary range for the relevant classification will have their substantive salaries adjusted upwards to align to the nearest pay point listed in the salary tables in Appendix A of this Agreement for their classification level
  - c. transferring employees whose substantive salaries exceed the top pay point of the appropriate NDIA classification will be subject to salary maintenance and salary maintenance lump sum arrangements specified below in clauses 5.15-5.18.

### How you will be paid

- 5.5. You will be paid fortnightly in arrears by electronic funds transfer to an Australian Bank/Financial Institution account of your choice.

## Salary advancement

- 5.6. All ongoing employees who are not at the top pay point of their substantive classification will have their eligibility for salary advancement assessed each year on 31 July.
- 5.7. Employees who meet the eligibility requirements specified in clause 5.8 will be entitled to advance to the next pay point of their substantive classification effective from a common salary advancement date of 1 September each year.
- 5.8. You will be eligible for salary advancement, subject to:
- a. having a performance plan in place that continues to apply into the following assessment period;
  - b. having completed at least one performance plan in the current assessment period, with the exception of employees who completed probation later than 31 March in the assessment period;
  - c. for new employees, successful completion of the probation process;
  - d. effectively meeting or exceeding requirements as specified within the performance framework;
  - e. performance of duties for at least six months within the 12 month assessment period; and
  - f. not being subject to a current performance improvement process.

## Salary advancement for ongoing employees on higher duties allowance

- 5.9. If at 31 July you are performing higher duties, and have performed these at the same or higher classification and pay point for an aggregate period of 12 months or more within the past 24 months, you will receive salary advancement on the common salary advancement date of 1 September each year subject to:
- a. having a performance plan in place that continues to apply into the following assessment period;
  - b. having completed at least one performance plan in the current assessment period, with the exception of employees who completed probation later than 31 March in the assessment period;

- c. effectively meeting or exceeding requirements as specified within the performance framework;
- d. performance of duties for at least six months within the 12 month assessment period; and
- e. not being subject to a current performance improvement process.

### Salary advancement for non-ongoing employees

- 5.10. If you are a non-ongoing employee with continuous employment of more than 12 months in duration, and you are not at the top of your salary range, you are eligible for salary advancement. This will be assessed on the anniversary of your commencement at your classification and pay point subject to:
- a. having a performance plan in place that continues to apply into the following assessment period;
  - b. having completed at least one performance plan in your current assessment period;
  - c. effectively meeting or exceeding requirements as specified within the performance framework;
  - d. performance of duties for at least six months within your 12 month assessment period; and
  - e. not being subject to a current performance improvement process.

### Payment of salary

- 5.11. Your fortnightly rate of pay will be ascertained by applying the following formula:  
Fortnightly pay = annual salary x 12 ÷ 313

### Salary on engagement, promotion, assignment of duties

- 5.12. Your salary on engagement, either ongoing or non-ongoing, promotion and assignment of duties (including movement from another APS Agency) will be at the minimum pay point for the relevant classification unless:
- a. the CEO approves payment at a higher pay point within the classification range, with consideration to your relevant experience, skills and qualifications
  - b. you are an APS employee and transfer from another agency, and your current salary exceeds the maximum of the NDIA salary range for the relevant

classification, the CEO will, unless exceptional circumstances exist, approve continued payment at your previous substantive salary until you can be transferred to the NDIA salary range without disadvantage

- c. you are an APS employee and transfer from another agency, and your current salary exceeds a relevant NDIA pay point, but is below the maximum of the NDIA salary range for the relevant classification, you will transfer to the next pay point for that classification
- d. your salary increase on promotion to that minimum pay point is less than \$1500 in which case you will be placed on the second pay point.

### Salary maintenance

- 5.13. If you transfer to the NDIA from a state or territory entity under the provisions of a bilateral agreement between the state or territory and the Commonwealth, the CEO will, unless exceptional circumstances exist, approve continued payment of your previous substantive salary. This would apply if your salary on date of appointment is above the top pay point of the appropriate NDIA classification, and where your salary will fall within the top pay point during the life of this Agreement.
- 5.14. Where it has been determined appropriate to assign you to duties at a lower classification on a temporary or ongoing basis due to specific circumstances, you will transfer to the top pay point for the lower classification unless otherwise determined by the CEO.

### Salary maintenance lump sum

- 5.15. If you are in receipt of a salary above the top of the pay point for your classification during the life of this Agreement you will not be eligible for the relevant salary increases (clause 5.1). You will remain on your current salary and will be eligible for a separate lump sum payment on commencement of the Agreement, 12 months after commencement and/or 24 months after commencement.
- 5.16. During the life of this Agreement, where the NDIA top pay point for your classification level meets or exceeds your maintained salary, the lump sum payment would no longer be payable to you.



5.17. All lump sum payments will be calculated as two per cent of the top pay point for your classification level as specified in Appendix A, and paid at the same time as the general salary increases (clause 5.1).

5.18. These payments will not count as salary for any purpose.

### Casual loading

5.19. If you are non-ongoing and engaged for duties that are irregular or intermittent (casual employee) you will receive a loading of 20 per cent of salary in lieu of paid leave entitlements except long service leave, and public holidays not rostered to work.

### Higher duties allowance (HDA)

5.20. You may be requested to perform temporarily all or part of the duties of a position at a higher classification.

5.21. The minimum period of temporary reassignment that can attract payment of HDA is one week, unless the CEO determines there are special circumstances associated with the duties to be performed for a shorter period.

5.22. If you are performing all of the duties of a position at a higher classification you will be paid HDA equal to the difference between your usual salary and the base salary of the higher classification.

5.23. Notwithstanding clause 5.22, where your HDA increase to the minimum salary rate for the higher classification is less than \$1500 you will be placed on the second pay point in the higher classification range.

5.24. If you are performing part of the duties of a position at a higher classification you will receive payment at a rate determined by the CEO.

### Superannuation

5.25. The NDIA will make compulsory employer contributions as required by the applicable legislation and fund requirements.

5.26. The NDIA's default superannuation fund for new employees is the Public Sector Superannuation Accumulation Plan (PSSap). The NDIA will provide employer

superannuation contributions to members of the PSSap of no less than 15.4 per cent of your fortnightly contribution salary.

- 5.27. Existing Public Sector Superannuation (PSS) and Commonwealth Superannuation Scheme (CSS) arrangements will continue in accordance with the relevant legislation and requirements.
- 5.28. Where you exercise superannuation choice, the NDIA will provide employer superannuation contributions of no less than 15.4 per cent of your fortnightly contribution salary.
- 5.29. Employer contributions will not be reduced by any other contributions made through salary packaging arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions.
- 5.30. Employer superannuation contributions will be paid during periods of paid and unpaid parental leave (including maternity, parental, adoption and foster care leave) for periods of leave to a maximum of 52 weeks, or as otherwise provided in legislation.
- 5.31. 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 using a file generated by the NDIA's payroll system.
- 5.32. Any fees applied by a chosen fund associated with the administration of superannuation contributions will be borne by you.

### Superannuation allowance

- 5.33. The CEO may pay a superannuation allowance where the NDIA is no longer permitted to pay employer contributions to your superannuation fund (due to your age).
- 5.34. The superannuation allowance will be equivalent to the amount that the NDIA would have paid if you were entitled to receive employer superannuation contributions, less any contribution amount accepted to your superannuation fund.

## Salary packaging

- 5.35. If you are an ongoing or non-ongoing employee with an initial contract of at least three months you will have access to salary packaging. Further information can be found in the guide produced by the NDIA's salary packaging provider/s.
- 5.36. Where you take up the option of salary packaging, the arrangements will not reduce your salary for the calculation of superannuation or any other purpose.
- 5.37. You will meet the costs of any salary packaging arrangement, any fringe benefits tax and administrative costs incurred by the NDIA.

## Supported salary rates

- 5.38. The CEO may approve supported wage rates as set out in Appendix B to apply to an employee with disability who is eligible for consideration under the supported wage system.

## Part 6 – Allowances and reimbursements

- 6.1. All salary-related allowances will increase in line with general salary increases as per clause 5.1. Expense-related allowances and reimbursements will increase in line with the general Consumer Price Index or applicable Commonwealth subscription services as per Appendix C.

### Workplace contact officer allowance

- 6.2. If you are elected by the applicable Act or appointed by the CEO to undertake any of the workplace contact officer roles, including:
- a. first aid officer;
  - b. fire warden;
  - c. health and safety representative; and/or
  - d. peer support officer,
- subject to having undertaken the relevant training and/or possessing the required certification/s, you will be entitled to be paid an allowance. The allowance will be paid fortnightly and will increase annually in line with general salary increases. The rate of allowance is provided in the allowances and reimbursements table at Appendix C.
- 6.3. If you undertake more than one workplace contact officer role simultaneously you will only receive a single allowance payment in respect of all roles undertaken. Part-time employees are entitled to a pro-rata payment. Further details can be found in the policy on allowances.

### Community language allowance

- 6.4. You may be paid a community language allowance at either rate 1 or rate 2 where in providing participant or employee services, the CEO determines there is a continuing need to utilise your particular language skills for communication in languages other than English. The rate of allowance will increase annually in line with general salary increases and can be found in the allowances and reimbursements table in Appendix C of this Agreement. Further information can be found in the policy on allowances.

- 6.5. The community language allowance counts as salary for superannuation purposes, during periods of leave and for the purposes of calculating retirement and redundancy entitlements.

### **Motor vehicle allowance**

- 6.6. The CEO may approve the use of a private vehicle for official purposes where the CEO considers that it will result in greater efficiency or involve less expense for the NDIA.
- 6.7. If approved you will receive a motor vehicle allowance at the rate prescribed by the relevant subscription service for work related car expenses using the cents per kilometre method. The allowance shall not exceed the amount that would have been payable to otherwise transport you by the most efficient means. The rate of allowance will be varied in accordance with rates published by the relevant subscription service and can be found in the allowances and reimbursements table in Appendix C of this Agreement.

### **Loss or damage to clothing or personal effects**

- 6.8. The CEO may approve payment up to the Comcover excess to you per incident for loss or damage to clothing or personal effects, while on official business. The rate of reimbursement can be found in the allowances and reimbursements table in Appendix C of this Agreement.

### **Overtime meal allowance**

- 6.9. The CEO will approve the payment of an overtime meal allowance when you work approved overtime before or after your hours of duty (as established by your work pattern) or for a period not continuous with your hours of duty (for example weekends and/or public holidays) to the completion of or beyond a meal period. Further information can be found in the policy on allowances.
- 6.10. Overtime meal allowance will be varied in accordance with rates published by the relevant subscription service and can be found in the allowances and reimbursements table in Appendix C of this Agreement. It is not an allowance in the nature of salary.



## Remote locality assistance

- 6.11. If you live and work in an NDIA designated remote locality, you will be eligible for certain assistance as determined by the CEO, which may include:
- a. payment of remote locality assistance allowance;
  - b. remote locality leave fares;
  - c. other fares assistance;
  - d. additional annual leave; and
  - e. field allowance.
- 6.12. Remote locality assistance allowance (RLAA) is payable if you are living in an NDIA designated remote locality. The annual rate of RLAA payable differs between each locality and whether you have dependants or not. The applicable rates will increase annually in line with general salary increases and are outlined in Appendix D.

## Fares assistance

- 6.13. If you and each eligible dependant and eligible partner are permanently stationed at an NDIA designated remote locality, you will be entitled to fares assistance based on 'best fare of the day' to travel to and from the remote locality to the nearest capital city and return for periods of leave. The accrual rate is:

| Grade | Remote Locality Leave Fares |
|-------|-----------------------------|
| A & B | One every two years         |
| C & D | One each year               |

- 6.14. The CEO may approve fares reimbursement to you and your dependants living in an NDIA designated remote locality in the following circumstances:
- a. to attend the nearest qualified medical or dental practitioner for medical, emergency dental or specialist medical treatment where the treatment is not available at your usual location;
  - b. where a close relative of yours, or your spouse, dies or becomes dangerously or critically ill; or
  - c. for return travel for each dependant aged 21 years or under from the place they undertake full-time study to your locality four times per year.

### **Additional leave**

- 6.15. Full-time employees living in an NDIA designated remote locality will accrue additional annual leave as listed below. Part-time employees are entitled to accrue pro-rata leave in accordance with the hours they work. Further information can be found in the policy on remote localities.

| <b>Grade</b> | <b>Additional Annual Leave for Remote Localities</b> |
|--------------|--|
| A            | Two days   |
| B            | Three days   |
| C            | Five days  |
| D            | Seven days   |

### **Remote locality field allowance**

- 6.16. Eligible employees will receive an annual allowance to go towards additional expenses that may be incurred when travelling to remote and very remote areas for business purposes. The applicable rates will increase annually in line with the general salary increases and are outlined in the allowances and reimbursements table at Appendix C. Further information can be found in the policy on remote localities.

### **Assessment of remote localities**

- 6.17. The NDIA determines and grades remote localities in accordance with the Accessibility and Remoteness Index of Australia (ARIA) further weighted by population, temperature and access to air services. Further information can be found in the policy on remote localities.
- 6.18. The CEO will determine further locations that will attract remote locality assistance upon application of the methodology in clause 6.17, and what assistance may be provided.

### **Contribution to employee housing**

- 6.19. Where you are stationed in a designated remote locality and reside in accommodation arranged by the NDIA, you will be required to pay a contribution. Further information can be found in the policy on remote localities.

### **Remote locality provision in Tennant Creek and Palm Island**

- 6.20. If you are stationed in Tennant Creek or Palm Island on commencement of this Agreement and if there is a change in the assessment of remoteness during the life of this Agreement, you may retain the provisions that applied on commencement of this Agreement.

### **Excess fares**

- 6.21. The CEO will, unless exceptional circumstances exist, approve reimbursement of excess fares incurred by you as a result of work related travel while performing duty temporarily at another location.
- 6.22. Payment of excess fares is limited to three months and will not be made if you are in receipt of travelling allowance.

### **Relocation assistance**

- 6.23. Where you are an eligible employee, the CEO will determine a package to assist with certain reasonable expenses associated with the relocation of your primary residence for yourself and your family. Further information can be found in the policy on relocation.
- 6.24. Relocation assistance will be available for compulsory moves up to \$20,000, or where the CEO deems special circumstances exist up to \$40,000.
- 6.25. Relocation assistance may be available for moves as a result of promotion, engagement or reassignment of duties, where it is considered to be in the best interests of the NDIA up to \$10,000 or where the CEO deems special circumstances exist up to \$20,000.
- 6.26. Reasonable expenses related to the relocation of you and your family may include:
- a. removalist costs;
  - b. travel;

- c. temporary accommodation; and/or
  - d. costs incurred in the sale/purchase of your primary residence.
- 6.27. Where you are eligible for relocation assistance you may receive an additional one-off incidental allowance to cover reasonable costs associated with the move. The rate of the allowance is set out in the allowances and reimbursements table at Appendix C of this Agreement and may be varied in accordance with rates published by the relevant subscription service.

### Excess travel time

- 6.28. The CEO will approve an Excess Travel Time (ETT) payment where the NDIA initiates a change to your primary place of work and additional time necessarily spent in travel is required.
- 6.29. Excess Travel Time is payable to employees:
- a. at or below APS6;
  - b. where the additional travel time is in excess of 30 minutes in any one day;
  - c. not in receipt of travelling allowance; and
  - d. for a maximum period of three months.
- 6.30. Payment will be made at single time on Mondays to Saturdays and time and a half on Sundays and public holidays as outlined in Appendix C. Time off in lieu of payment may be granted on an hour for hour basis.
- 6.31. You may negotiate alternative arrangements such as taking time off in lieu rather than receive the ETT payment, the maximum period of three months applies to any alternative arrangements.
- 6.32. ETT is not payable where on engagement to the NDIA you are required to attend another temporary work location not designated as your ongoing primary place of work or for training purposes. Further information can be found in the policy on allowances.

### Additional matters

- 6.33. The CEO may determine that it is appropriate to pay you an allowance or reimbursement for reasonable expenses incurred in the course of your employment.

- 6.34. Remuneration, salary-related and other debts that you or a former employee owes to the NDIA will be recovered as a debt to the Commonwealth in accordance with the FWA and the NDIA Accountable Authority Instruction.
- 6.35. Rates of allowances and reimbursements are set out in the table at Appendix C of this Agreement.

## Part 7 – Travelling on NDIA business

- 7.1. The NDIA will provide you with travel assistance to cover reasonable expenses incurred while undertaking business travel. For further information see the policy on travel.
- 7.2. Where you are required to travel outside your work pattern (including hours outside the bandwidth), flexible working provisions apply. Further information can be found in the policies on hours of duty and flexible working arrangements.
- 7.3. The NDIA considers it good practice to grant flextime or time off for business travel as soon as is possible after the hours have been worked and will not refuse reasonable requests.

### Travel allowance

- 7.4. If you are required to be absent on official business overnight from your usual place of work you will be entitled to travel allowance.
- 7.5. Allowances payable for accommodation, meals and incidentals are those rates published by the relevant subscription service.
- 7.6. If you are on business travel and elect to stay in non-commercial accommodation, you will receive an allowance in addition to any allowances payable for meals and incidentals. The rate of allowance can be found in the allowances and reimbursements table in Appendix C of this Agreement.

### Review travel allowance

- 7.7. After you have temporarily resided in the one locality for a period of 21 days, the CEO may approve payment of reasonable expenses and reimbursements related to the travel. Further details can be found in the policy on travel.

### Overseas travel

- 7.8. The CEO will approve your reasonable accommodation costs and an allowance in respect of meals and incidental expenses calculated in accordance with the rates published by the relevant subscription service if you travel overseas on NDIA business.

## Extra family care subsidy

- 7.9. Where the NDIA requires you to be away from your home outside your work pattern (including hours outside bandwidth), the CEO may approve payment or reimbursement (net of government assistance) of the reasonable cost of additional family care arrangements on receipt of satisfactory evidence. Further details can be found in the policy on reimbursements.



## Part 8 – Hours of work and working arrangements

### Working hours and work pattern

- 8.1. If you are a full-time employee, your total working hours will be 150 hours per four week settlement period, with an average of 37 hours and 30 minutes per week.
- 8.2. If you are approved to work less than 150 hours in a settlement period, you are a part-time employee and your total working hours will be those specified in your flexible working arrangement.
- 8.3. You and your manager will agree on a work pattern. Where agreement cannot be reached, your work pattern will be 8:30am to 12:30pm and 1:30pm to 5:00pm Monday to Friday.
- 8.4. If you fail to maintain a satisfactory pattern of attendance or misuse flexitime provisions, the CEO may direct your work pattern to be 8:30am to 12:30pm and 1:30pm to 5:00pm Monday to Friday.
- 8.5. Your working hours impact your salary, leave entitlements and duties based allowances in accordance with the provisions of this Agreement and relevant legislation.
- 8.6. Unless you are a shift worker, you will not be expected to work more than 10 hours in one day.
- 8.7. You must not work more than five consecutive hours without an unpaid meal break of at least 30 minutes.
- 8.8. The standard bandwidth is between the hours 6:30am and 7:30pm Monday to Friday. The NDIA will not compel you to work outside the bandwidth hours, however for personal reasons you may request to do so with manager approval. Such arrangements will not attract shift work conditions or payment of overtime.

### Recording hours worked

- 8.9. You must maintain an accurate record of your working hours in accordance with the NDIA approved method.

## Overtime

- 8.10. Work is considered overtime when you are directed by your supervisor/manager to perform work that is:
- a. in addition to your agreed work pattern, either full-time or part-time hours, Monday - Friday (within the bandwidth); or
  - b. outside the bandwidth Monday - Friday; or
  - c. on a Saturday, Sunday or Public Holiday.
- 8.11. Where necessitated by business requirements, the CEO may direct you to work overtime outside your work pattern. You may refuse to work overtime in circumstances where the working of such overtime would be unreasonable.
- 8.12. The CEO will approve payment for overtime worked.
- 8.13. If you are eligible to receive overtime payments, overtime hours worked will be paid or, where agreed, time off in lieu will accrue at the following penalty rates:
- a. overtime worked Monday to Saturday will be paid at time and a half for the first three hours each day and double time thereafter;
  - b. overtime worked on Sunday will be paid at the rate of double time; and
  - c. overtime worked on a public holiday will be paid at the rate of double time and a half, except in South Australia if the public holiday is a public holiday solely because it is a Sunday.\*

\*Note: Sundays are a public holiday in South Australia due to the operation of the *Holidays Act 1910 (SA)*.

- 8.14. Salary rates for the purposes of calculating overtime will include HDA and shift allowance, if applicable.
- 8.15. Overtime payments will be made for hours actually worked, there will be no minimum period for which overtime will be paid. Where overtime is not continuous, payment may include payment for reasonable travelling time.

## Rest period

- 8.16. Where the CEO directs you to work outside your work pattern you will be entitled to a minimum eight hour break plus reasonable travelling time before commencing work

again, without any loss of pay. Where this is not possible due to business requirements, you will be paid for subsequent periods of work at double time until you have taken an eight hour break.

### Flexible working arrangements (including part-time)

- 8.17. The NDIA understands the need to balance your working life with other commitments, including family and the community. This is supported through the provision of a range of flexible working arrangements. When applying these arrangements and other employment conditions you and your manager will consider the business needs and any effect on other employees to ensure equitable outcomes. For further information, see the policies on hours of duty and flexible working arrangements.
- 8.18. Flexible working arrangements for certain circumstances will be provided for in accordance with Section 65 of the FWA.

### Flextime

- 8.19. If you are at the APS 1-6 classification, you have access to flextime provisions which provide flexibility for yourself and the NDIA. Flextime is about flexibility in relation to hours worked on any particular day and is available within the standard bandwidth.
- 8.20. A flex balance is the time worked in excess of or less than your working hours. The maximum flex credit which can be carried from one settlement period to another is 37 hours and 30 minutes. The maximum flex debit which can be carried from one settlement period to another is 22 hours and 30 minutes. With prior approval of the CEO, you may carry balances in excess of the standard credit or debit allowed. Further details can be found in the policy on flexible working arrangements.
- 8.21. In exceptional circumstances, the CEO may approve payment to you, of a flex balance in excess of 37 hours and 30 minutes at ordinary time rates.
- 8.22. Where you have a negative flex debit of more than 22 hours and 30 minutes at the end of a settlement period, the CEO can direct you to use approved annual leave or have salary payments reduced (in accordance with Section 324 of the FWA) to cancel the excess debit.

### **Flex leave**

- 8.23. Flex leave is planned leave taken that reduces your flex balance. You and your manager will discuss what is required for you to take flex leave with consideration of business needs, role and team requirements and your personal needs.
- 8.24. You may use up to five consecutive days of flex leave. In exceptional circumstances, the CEO may approve additional consecutive days of flex leave.

### **Flexible working arrangements for executive level employees**

- 8.25. It is recognised that Executive Level employees' focus on high level achievements may result in additional hours worked beyond their normal work pattern.
- 8.26. You and your manager will have regular discussions about work load requirements including reasonable working hours and work/life balance.
- 8.27. Flexible working arrangements may also be used to vary your agreed work pattern, or for part day and full day absences in lieu of other leave types.
- 8.28. Where hours beyond reasonable additional hours are required to be worked, access to time off or overtime payment may be considered subject to business requirements following discussion and prior approval with your manager. This would not be on an hour for hour basis.
- 8.29. Additional hours would include extra time worked in the office, at home and business related travel time.

### **Part-time**

- 8.30. The CEO may engage you to work on a part-time basis, and/or approve an arrangement for you to work part-time.
- 8.31. A full-time employee will not be compelled to work part-time.
- 8.32. If you are returning from maternity, adoption/foster or permanent care leave and are not subject to an approved flexible work arrangement under clause 8.18, you will be able to access part-time arrangements until your youngest child reaches school age.
- 8.33. A part-time employee's working hours will be a minimum of three continuous hours per day unless otherwise agreed.

- 8.34. You will enter into a written agreement with the CEO. Further information can be found in the hours of duty and flexible working arrangements policies.
- 8.35. You and the CEO can agree in writing to vary an approved flexible working arrangement at any time.
- 8.36. Remuneration, with the exception of allowances and reimbursements of an expense nature, are calculated on a pro-rata basis. Leave for part-time employees is provided in accordance with relevant legislation and this Agreement.
- 8.37. Payment of salary when an employee takes leave will be reflective of the ordinary part-time hours worked except during long service leave where salary will be calculated in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* (LSL Act).

### Job sharing

- 8.38. The CEO may approve, subject to business requirements, job sharing arrangements between two or more part-time employees wishing to share one full-time position, each working part-time on a regular ongoing basis.

### Teleworking

- 8.39. The CEO may approve you working away from your usual work location on a regular, temporary or intermittent basis. Further information can be found in the policy on flexible working arrangements.

### Shift work

- 8.40. The CEO will, unless exceptional circumstances apply, approve shift work arrangements and payments in accordance with this clause.
- 8.41. You are a shift worker if you are directed by the CEO to perform your work pattern outside the hours of 7:00am to 7:00pm, Monday to Friday, and/or on a Saturday, Sunday or public holiday for an ongoing or fixed period.
- 8.42. If you are a shift worker, you will be entitled to the following penalty rates in respect of rostered and performed work on the whole of a shift as follows:

| Shift   | Penalty Rate |
|---|--------------|
| Any part of a shift falls between 7:00pm and 7:00am Monday to Friday  | 15 per cent  |
| Shifts fall wholly within 7:00pm and 7:00am Monday to Friday for at least four continuous weeks   | 30 per cent  |
| Any part of a shift falls between midnight Friday and midnight Saturday   | 50 per cent  |
| Any part of a shift falls between midnight Saturday and midnight Sunday*  | 100 per cent |
| Any part of a shift falls on a Public Holiday (except in South Australia, if the public holiday is a public holiday solely because it is a Sunday)* | 150 per cent |

\*Note: In South Australia, the *Holidays Act 1910 (SA)* provides that Sundays are a public holiday. The public holiday rate will not apply to work undertaken in South Australia if the public holiday is a public holiday solely because it is a Sunday.

- 8.43. The CEO may approve the payment of an annual shift allowance in lieu of penalty rates. The shift allowance will be calculated by averaging and annualising the shift penalty rates provided in this clause.
- 8.44. If you are a shift worker in receipt of an approved annual shift allowance under clause 8.43, you will not receive less on an annual basis than what you would have received under clause 8.42.
- 8.45. Shift penalties or shift allowance are payable during periods of annual leave. Shift penalties or shift allowance is not payable during other periods of leave.
- 8.46. Where your rostered pattern means you are regularly required to work on each of the days of the week, and a public holiday occurs on your scheduled day off duty, you are entitled to:
- paid leave for a day instead of the public holiday; or
  - an amount equal to salary for a day at your ordinary rate.
- This clause will not apply in South Australia if the public holiday is a public holiday solely because it is a Sunday.\*
- \*Note: Sundays are a public holiday in South Australia due to the operation of the *Holidays Act 1910 (SA)*
- 8.47. If you work to a rostered pattern that includes weekend days, you will be entitled to an additional half day annual leave for each Sunday on rostered duty up to a maximum of an additional five days annual leave.

## Emergency duty

- 8.48. Where the CEO directs that you are called for duty to meet an emergency outside your work pattern and you received no notification of the call prior to ceasing your usual duty, you will be paid at the rate of double time including time necessarily spent travelling to and from duty.

## Restriction duty

- 8.49. Where the CEO directs you to be contactable and to be available to perform extra duty outside the bandwidth, you will be paid a restriction allowance. The rate of payment will be 7.5 per cent of your hourly rate of salary for each restricted hour on Monday to Friday, 10 per cent of your hourly rate of salary for each restricted hour on Saturday and Sunday, and 15 per cent of your hourly rate of salary for each restricted hour on public holidays as outlined in Appendix C.
- 8.50. Where you are in receipt of a restriction allowance and are recalled to duty at a place of work, a three hour minimum overtime payment will apply and where you are required to perform duty, but are not recalled to a place of work, a one hour minimum overtime payment will apply.
- 8.51. You will not be entitled to receive the restriction allowance for any period for which overtime is payable.

## Time off in lieu of payment of overtime and restriction duty

- 8.52. Where the CEO agrees, you may elect to take time off in lieu at the appropriate overtime rate instead of the overtime payment.
- 8.53. Where time off in lieu of payment has been agreed, but you have not been granted that time off within four weeks or another agreed period due to business requirements, you may elect to receive payment of the original overtime or restriction duty entitlement.

## Part 9 – Leave

### General provisions

- 9.1. When you apply for leave, the CEO will consider the business requirements of the NDIA and your personal circumstances prior to granting leave.
- 9.2. Generally, you must obtain prior approval for annual, purchased, long service or flex leave or give notice of the taking of unplanned leave, as soon as practicable, including notice of the duration, or expected duration, of the leave.
- 9.3. Where you will be absent from work and illness, injury or an emergency prevents you from giving advance notice of the need to take leave, you must notify your manager (or if unavailable, an agreed alternative person) as soon as possible of the reason and expected length of the absence.
- 9.4. The CEO may require you to provide evidence to access leave under this provision.
- 9.5. If you are a casual employee, you may access unpaid leave.

### Annual leave

- 9.6. You will accrue four weeks' paid annual leave for each year of service if you are full-time. If you are part-time, you will accrue paid annual leave on a pro-rata basis.
- 9.7. Annual leave accrues daily.
- 9.8. The CEO may approve annual leave at either full or half pay. If leave is taken at half pay the deduction from an employee's annual leave credits will be half the period of leave taken.
- 9.9. You are encouraged to take your full annual leave entitlement each calendar year. You and your manager will work together to enable access to take this leave.
- 9.10. Where you have an annual leave balance in excess of 40 days the CEO may direct you to take annual leave to reduce your annual leave balance, or a pro-rata amount if you are part-time.
- 9.11. Your accrual of annual leave will be affected where a period or periods of leave without pay that is not to count as service exceeds 30 days in a calendar year.



- 9.12. Where any designated (or substituted) public holiday for which you are entitled to payment occurs during any period of annual leave, the period of the holiday is not deducted from your annual leave entitlement.

## **Voluntary cash out of annual leave**

- 9.13. The CEO may approve your application to cash out any amount of your accrued annual leave entitlement. The cash out is subject to you:
- a. retaining a balance of annual leave credits of at least four weeks after the cash out;
  - b. providing a written election to forgo the amount of annual leave to be cashed out;
  - c. having taken a minimum of two weeks annual or long service leave in the past six months; and
  - d. having only one cash out application in a calendar year.
- 9.14. You will be paid the full amount that would have been paid had you taken the entitlement as leave.

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

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

- 9.15. If you are an ongoing or non-ongoing full-time employee you will accrue 18 days personal/carer's leave for each full year of service, pro-rata if you are part-time.
- 9.16. Personal/carer's leave will accrue daily.
- 9.17. If you are an ongoing full-time employee, you will also receive a one off credit of 10 days personal/carer's leave on engagement to the NDIA, pro-rata if you are part-time.
- 9.18. If you have exhausted your personal/carer's leave credits, or you are a casual employee, you are entitled to two days unpaid carer's leave per permissible occasion as defined in clause 9.20b.
- 9.19. Your accrual of personal/carer's leave will be affected where a period or periods of leave without pay that is not to count as service exceeds 30 days in a calendar year.

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

- 9.20. The CEO will, subject to available credits, approve personal/carer's leave with pay where you are absent in the following circumstances:
- a. due to personal illness or injury; and/or
  - b. to provide care or support to a member of your immediate family or household because of:
    - i. the member's personal illness or injury; or
    - ii. an unexpected emergency affecting the member.
- 9.21. The CEO may, in exceptional circumstances, approve your request to convert your personal/carer's leave credits to half pay to cover a period of leave for sick or caring purposes. If leave is taken at half pay the deduction from an employee's personal/carer's leave credits will be half the period of leave taken.

### **Where there are insufficient personal/carer's leave credits**

- 9.22. In addition to the entitlement at clause 9.18, where you have insufficient personal/carer's leave credits, the CEO, in exceptional circumstances and subject to the provision of suitable evidence, may grant personal/carer's leave with or without pay (to count or not to count as service) to you. Further information can be found in the policies on leave provisions and miscellaneous leave.

### **Supporting documentation – personal/carer's leave**

- 9.23. You must provide a medical certificate or other supporting documentation for personal/carer's leave for:
- a. leave in excess of eight working days per calendar year without medical or other supporting documentation; and/or
  - b. absence in excess of three consecutive working days.
- 9.24. Where you have had repeated or frequent single day or short term absences, or a pattern of taking a particular working day off (e.g. Mondays) the CEO may ask you to provide satisfactory medical or other supporting documentation to support any period of personal leave, irrespective of clause 9.23.
- 9.25. The CEO may grant an exception to clause 9.23 where:

- a. you have a personal illness or injury which requires ongoing treatment, and/or may result in you taking personal leave for illness or injury on a regular or intermittent basis; and/or
- b. you have caring responsibilities of a person with an ongoing illness or injury which requires ongoing treatment, and requires you to take leave on a regular or intermittent basis; and
- c. the CEO has received medical evidence confirming the ongoing condition.

### **Termination of employment on invalidity grounds**

- 9.26. If you are a member of a Commonwealth Defined Benefits Superannuation scheme the NDIA will not terminate your employment on invalidity grounds before your paid personal/carer's leave credits are exhausted, unless provided by legislation and the superannuation fund has issued a certificate stating you are entitled to payment of Total and Permanent Invalidity (TPI) payments/pension.

### **Compassionate leave**

- 9.27. You will be entitled to three days paid compassionate leave on each occasion that a member of your immediate family or household:
- a. contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life; or
  - b. dies.
- 9.28. Additional leave (paid or unpaid) may be granted by the CEO upon the death of an immediate family member. Further information can be found in the policy on miscellaneous leave.
- 9.29. If you are a casual employee, you will be entitled to access three days of unpaid compassionate leave on each occasion that a member of your immediate family or household contracts or develops a personal illness, sustains a personal injury that poses a serious threat to their life or dies.

### **Supporting documentation – compassionate leave**

- 9.30. You may be required to provide supporting documentation for compassionate leave approval.

## Medical certificates and supporting documentation

- 9.31. Medical certificates and/or relevant documentation from registered health practitioners and registered health providers will be accepted. Where it is not reasonably practicable to provide a certificate, the CEO may accept a statutory declaration as acceptable supporting documentation.

## Interaction with other leave types

- 9.32. The delegate may approve other types of leave (e.g. if an employee becomes eligible for personal/carer's, compassionate, Defence Reserve, community service leave or similar) for an employee during a period of their annual, purchased or long service leave. The employee's annual, purchased or long service leave will be re-credited to the extent of any other eligible leave granted in its place, subject to the provision of evidential documentation supporting eligibility for the leave.
- 9.33. Personal/carer's leave or compassionate leave for medical/caring purposes cannot be used to re-credit other forms of paid or unpaid leave other than those prescribed in clause 9.32 of this Agreement.

## Long service leave

- 9.34. You are eligible for long service leave in accordance with the LSL Act.
- 9.35. The minimum period for which long service leave can be taken is seven 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 leave

- 9.36. You are eligible for maternity leave (paid or unpaid) in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* (ML Act).
- 9.37. If you are entitled to paid maternity leave under the ML Act, you will be entitled to access an additional two weeks paid leave immediately following that period of paid maternity leave. These two weeks will count as service for all purposes.
- 9.38. You may spread the payment for a period of paid maternity leave over a maximum of 28 weeks at half pay, but only the first 14 weeks of leave will count as service.

- 9.39. Maternity leave is inclusive of public holidays and will not be extended because a public holiday (or Christmas reduced activity period) falls during a period of paid or unpaid maternity leave.

### Adoption/foster/permanent care leave

- 9.40. If you adopt, foster or are granted permanent care of a child and are the child's primary carer, the CEO will grant you up to 14 weeks adoption/foster/permanent care leave available from one week prior to the date of placement of the adoptive/fostered/permanent care child. This includes arrangements involving long term kinship care that meet the requirements of clauses 9.42, 9.43 and 9.44.
- 9.41. You are entitled to access the provision for 14 weeks paid leave after you have had at least 12 months of continuous service defined in the same way as it would be to qualify for paid leave under the ML Act.
- 9.42. The adopted/foster/permanent care child must not be your child or stepchild, or a child or stepchild of your partner, unless that child had not been in the custody and care of you or your partner for a significant period.
- 9.43. Applications for adoption/foster/permanent care leave must be supported by official documentary evidence from the relevant person/organisation with statutory responsibility for the long-term placement of the child.
- 9.44. If you elect to do so, the CEO will approve the spreading of the payment for adoption/foster/permanent care leave over a maximum period of 28 weeks at half normal rate of pay. However under this arrangement, only the first 14 weeks of leave will count as service.
- 9.45. Regardless of your length of service, you are eligible for up to two days of pre-adoption leave to attend any interviews or examinations required for the adoption of a child. This leave may be taken as annual or purchased leave or, if you have no available leave credits, miscellaneous leave without pay will be approved.
- 9.46. Where you subsequently adopt a fostered child, you are not eligible for further leave under this clause in relation to the same child where adoption/foster leave has previously been granted.

## Parental leave

- 9.47. The CEO will grant you up to 12 months unpaid parental leave after you have completed at least 12 months of continuous service defined in the same way as it would be to qualify for paid leave under the ML Act and in accordance with the NES, if:
- a. the leave is associated with the birth of a child of the employee or the employee's spouse or defacto partner or the placement of a child with the employee for adoption/foster/permanent care; and
  - b. the employee has or will have a responsibility for the care of the child.
- 9.48. If you are taking 12 months parental leave you may apply for an extension of unpaid parental leave for a further period of up to 12 months, immediately following the end of the initial 12 month period.
- 9.49. Where your partner is entitled to access parental leave (paid or unpaid) either under this Agreement, or in accordance with the terms and conditions of employment provided by another employer, the total period of parental leave that may be taken between the couple cannot exceed 24 months after the date of birth or date of placement of a child.
- 9.50. Periods of unpaid parental leave will not count as service for any purpose.

## Return to work

- 9.51. The return to work guarantee provided by section 84 of the FWA applies in respect of you ending maternity leave, adoption/foster/permanent care leave or parental leave.
- 9.52. To avoid doubt, this right to return to work guarantee is administered in accordance with the FWA and is distinct from your rights upon returning to work in these circumstances to access part-time employment in accordance with clause 8.32 and/or to have any request for flexible working arrangements considered in accordance with clause 8.18.

## Supporting partner leave

- 9.53. The CEO will grant four weeks paid supporting partner leave to you where your partner, regardless of gender, has given, or is giving birth, to a child/ren or if your partner is the primary caregiver for an adopted, fostered or permanent care child/ren.
- 9.54. Supporting partner leave is available from one week prior to the expected due date or placement of the child/ren and must be taken within 12 months of the date of birth of the child/ren or the date of placement of the child/ren for adoption, fostering, or permanent care.
- 9.55. You may be required to provide evidence in support of your application for leave (e.g. evidence of the birth of a child/ren, or the placement of an adopted/fostered/permanent care child/ren).
- 9.56. Whilst supporting partner leave is recognised as four weeks' service in all cases, the CEO may approve your application to have your leave entitlement paid at half pay over one continuous period of eight weeks.

## NAIDOC leave

- 9.57. The CEO may grant you paid leave for one day per year to participate in NAIDOC Week celebrations.

## Cultural leave

- 9.58. The CEO may grant you up to three days paid cultural leave per year and up to two months miscellaneous leave without pay where you are required to take part in activities associated with your culture or ethnicity. Further information can be found in the policy on leave provisions.

## Purchased leave

- 9.59. With the agreement of the CEO, if you have more than 12 months APS service as an ongoing or non-ongoing employee, you may elect to purchase up to eight weeks of unpaid leave, funded by salary deductions over a maximum period of 12 months.

- 9.60. The minimum period of purchased leave that can be taken at any one time will be one day and purchased leave cannot be taken at half pay. Purchased leave cannot be used to substitute for part-time work arrangements, unless otherwise approved.
- 9.61. Salary deductions for purchased leave will be deducted from your gross salary. Purchased leave deductions do not affect salary for superannuation purposes. Purchased leave will count as service for all purposes.

### Defence reserve leave

- 9.62. You will be granted leave (with or without pay) in order to fulfil your Australian Defence Force (ADF) reserve and Continuous Full Time Service (CFTS) or cadet force obligations.
- 9.63. You are entitled to ADF reserve leave with pay, for up to four weeks during each financial year, and an additional two weeks paid leave in your first year of ADF reserve service, for the purpose of fulfilling service in the ADF reserve. With the exception of the additional two weeks in the first year of ADF reserve service, leave can be accumulated and taken over a period of two years.
- 9.64. If you are an officer or instructor of cadets in a Cadet Force you may be granted paid leave of up to three 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.
- 9.65. ADF reserve leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except annual leave.
- 9.66. You may also apply for other leave or use flexible working arrangements for the purpose of fulfilling ADF reserve, CFTS or cadet force obligations.
- 9.67. You are not required to pay your tax free ADF reserve salary to the NDIA in any circumstances.



## Sabbatical leave

- 9.68. The CEO may grant you sabbatical leave. This is a flexible arrangement consisting of a four year work period followed by a one year sabbatical leave period, with salary spread over the five years at a rate of 80 per cent.

## Miscellaneous leave

- 9.69. The CEO may grant you leave, either with or without pay, to count as service or not to count as service, and subject to certain conditions, in circumstances not provided for elsewhere in this Agreement for a purpose that the CEO considers to be in the interests of the NDIA, such as but not limited to:
- a. attend to matters relating to family and domestic violence;
  - b. short term special/emergency situations; and/or
  - c. catastrophic emergency or natural disaster event.
- 9.70. Miscellaneous leave with pay will be provided if you engage in community service activities including jury service and emergency service response activities as defined in the FWA. Further information can be found in the policy on miscellaneous leave and the associated fact sheet.

## Community volunteering leave

- 9.71. The CEO may grant you up to four days of miscellaneous leave with pay and a reasonable amount of miscellaneous leave without pay to undertake community volunteering leave.
- 9.72. Community volunteering leave can be taken in part days including hours and minutes. Further information can be found in the policy on miscellaneous leave.

## War or defence service sick leave

- 9.73. If you have an injury or disease accepted by the Department of Veterans' Affairs to be war or defence-caused meeting the requirements under the *Veterans Entitlements Act 1986*, the *Military Rehabilitation and Compensation Act 2004* or the *Safety, Rehabilitation and Compensation (Defence-related claims) Act 1988*, you are entitled to:

- a. a one-off credit of nine weeks personal/carer's leave when you commence employment in the APS; and
- b. an additional three weeks personal/carer's leave for each full year of service during your employment in the NDIA. You may accrue up to a maximum credit of nine weeks of unused credits under this clause.

9.74. You may use leave accrued under this clause when you are unfit for duty because of your war or defence-caused injury or disease.

### Unauthorised leave

9.75. Where you are absent for any period without approval, the absence will be unpaid, will not attract any allowance and will not count as service for any purpose.

### Reimbursement of costs on cancellation of leave

9.76. Where you have leave cancelled by the NDIA or are recalled to duty and will incur additional and/or unrecoverable costs as a direct result, the CEO will reimburse reasonable costs on submission of proof of expenditure. You may not be entitled to reimbursement if the costs incurred are otherwise recoverable.

### School holiday family care reimbursement

9.77. Where you have school children and have approved leave cancelled or are required to return from leave early because of the NDIA's business requirements during school holidays, the CEO may reimburse the amount you have paid for each school child attending approved or registered care for the approved period of leave.

9.78. Casual employees may be eligible for the reimbursement.

9.79. Reimbursement will apply only for the days when you are at work, other than in exceptional circumstances determined by the CEO.

9.80. Reimbursement will be less any government subsidy provided to you.

## Portability of leave

9.81. For the purposes of this clause:

- a. 'APS employee' has the same meaning as the *Public Service Act 1999* (PS Act); and
- b. 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*.

9.82. Where you move (including on promotion or for an agreed period) from another agency where you were an ongoing APS employee, your unused accrued annual leave and personal/carer's leave (however described) will be transferred, provided there is no break in continuity of service.

9.83. Where you are engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the Australian Capital Territory Government Service, your unused accrued annual leave and personal/carer's leave (however described) will be recognised.

9.84. Where you are engaged as an ongoing employee, and immediately prior to the engagement you were employed as a non-ongoing APS employee, the CEO may, at your request, recognise any accrued annual leave and personal/carer's leave (however described), provided there is no break in continuity of service. Any recognised annual leave excludes any accrued leave paid out on separation.

## Payment on death or separation

9.85. Where an employee dies, or is presumed to have died on a particular date the CEO may approve payment of all leave entitlements otherwise payable on resignation or retirement, to the estate, or where nominated, another party.

9.86. Upon separation from the NDIA you will be paid in lieu of any unused annual leave, unused purchased leave or sabbatical leave (to the extent that leave has been paid for) at the rate of your final salary, including allowances that would have been included during periods of annual leave. Long service leave will be paid out in accordance with the LSL Act.

9.87. Clause 9.86 does not apply if you are an ongoing employee and you cease employment with the NDIA on one day and commence employment with another

APS Agency on the next working day, or if you are a non-ongoing employee who does not have a break in service between periods of engagement with the NDIA.

## Public holidays

9.88. You will be entitled to the following public holidays each year:

- a. New Year's Day (1 January);
- b. Australia Day (26 January);
- c. Good Friday;
- d. Easter Monday;
- e. Anzac Day (25 April);
- f. the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- g. Christmas Day (25 December);
- h. Boxing Day (26 December); and
- i. any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday.

9.89. If under a state or territory law, a day or part-day is substituted for one of the public holidays listed above, then the substituted day or part-day is the public holiday.

9.90. The CEO may approve a substitution of a day or part-day that would otherwise be a public holiday having regard to business requirements.

9.91. If you are absent on a day or part-day that is a public holiday in the place where you are based for work purposes, you are 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 you would not normally have worked on that day.

## Christmas – reduced activity period arrangements

9.92. You will be provided with paid time off in accordance with your work pattern for the working days from Christmas Day to New Year's Day. Business will resume on the first working day after New Year's Day.

- 9.93. Where you are absent on leave, payment for the Christmas reduced activity period will be in accordance with the entitlement for that form of leave.
- 9.94. If you are on leave without pay on either side of the days specified in clause 9.92 you will not be paid for those days.
- 9.95. There will be no deduction from leave credits for the Christmas reduced activity period.
- 9.96. The CEO may determine that, due to business requirements, you may be required to attend work on some or all of the days referred to in clause 9.92. Where this occurs, volunteers will be sought and paid overtime at public holiday rates or provided equivalent time off in lieu (or a combination of both) including if you are at the Executive Level. If there are insufficient volunteers the CEO may direct certain employees to attend for duty.
- 9.97. To avoid doubt, public holiday rates means a payment of double time and a half.

## Part 10 – Wellbeing and diversity

- 10.1. The NDIA will support a healthy workplace that is safe, free of discrimination, bullying, harassment and respectful of individuality.

### Wellbeing

- 10.2. The CEO will provide you access to physical and mental wellbeing measures including:
- a. an annual influenza vaccination, available at no cost to you
  - b. confidential, professional counselling service through the Employee Assistance Program for you and your immediate family, at no cost to you
  - c. programs and support to assist employees and managers to enhance mental health and awareness
  - d. paid time off work to undertake breastfeeding, lactation and associated activities
  - e. an early intervention program to assist in the identification of the early signs of work-related injury or illness and to provide timely support to employees.

### Review of Workloads

- 10.3. Managers and employees are committed to working together to manage employee workloads. Where you have concerns about your workload, you may request that your manager reviews your workload.

### Family and Domestic Violence Support

- 10.4. The NDIA is committed to supporting employees, regardless of gender, who are either directly experiencing domestic violence or supporting a person who is experiencing domestic violence. The range of supports provided will be determined by your individual situation through discussion between you and your manager, Peer Support Officer or People and Culture. These provisions apply in addition to any entitlements available under the NES.
- 10.5. Further information can be found in the policies on family and domestic violence support, leave provisions and miscellaneous leave.

## Diversity

- 10.6. The NDIA will support diversity in the workplace that is reflective of the diversity of the Australian community. Further information can be found within the inclusion and diversity framework. The NDIA will provide a network of trained Peer Support Officers to support you and managers in responding to workplace bullying and harassment.

### Supporting employees with disability

- 10.7. The NDIA will:
- a. implement targeted strategies to improve the attraction, support and retention of employees with disability, such as access to flexible working arrangements and suitable workplace adjustments;
  - b. maintain an advisory committee representing employees with disability; and
  - c. provide additional leave for study purposes for employees with disability when undertaking approved study.

### Supporting Aboriginal and Torres Strait Islander employees

- 10.8. The NDIA will:
- a. implement targeted strategies to improve the attraction and retention of employees who identify as Aboriginal and Torres Strait Islander
  - b. participate in Indigenous programs that support the recruitment and career development of Aboriginal and/or Torres Strait Islander employees
  - c. maintain, review and refresh an NDIA Reconciliation Action Plan.

## Part 11 – Workforce planning and adjustment

### Retirement and resignation

- 11.1. Where practical, you should give the CEO at least two weeks' notice in writing of your intention to resign or retire. The letter of resignation or retirement should include the date and time of effect.

### Redeployment, redundancy and reduction

- 11.2. The redeployment, redundancy and reduction provisions of this Agreement only apply to ongoing employees who are not on probation.
- 11.3. The NDIA will take all reasonable, practical steps to avoid the use of compulsory redundancy or redeployment.
- 11.4. The NDIA will assist you to maximise your redeployment opportunities within the NDIA and the wider APS and will fund up to \$500 (including GST) for relevant career and financial counselling.

### Excess employees

- 11.5. You are an excess employee if:
- a. you are in a class of employees where the number in that class is greater than the number needed for the efficient and economical working of the NDIA; or
  - b. your services can no longer be used effectively because of technological or other changes in the NDIA or changes in the nature, extent or organisation of the functions of the NDIA; or
  - c. your duties need to be performed at a different locality and you are not willing to relocate, and no suitable alternative duties can be identified at the current locality.

### Notification and consultation

- 11.6. The CEO will notify employees who are likely to become excess as early as possible and, where they choose, their representatives will also be notified.



- 11.7. When the NDIA becomes aware that a significant excess staffing situation may develop, the CEO will advise relevant employees, managers and employee representatives.

## **Discussion period**

- 11.8. Following the initial notification the CEO will write to potentially excess employees formally notifying them of the situation and advising them of the assistance available. At this stage potentially excess employees will be able to discuss their situation and options with NDIA management, with this period not exceeding one calendar month.
- 11.9. During the discussion period, the CEO may invite employees who are not potentially excess to express interest in voluntary redundancy where this would facilitate the redeployment of an employee who is potentially excess. However, you will not be made redundant voluntarily if the CEO refuses to approve the redundancy.
- 11.10. The discussion period may be shortened by agreement with you and the CEO.

## **Voluntary redundancy**

- 11.11. By the end of the one month discussion period, the CEO may formally offer you a voluntary redundancy.
- 11.12. Excess employees will only be formally offered a voluntary redundancy once during the redundancy process.
- 11.13. Where the CEO has formally offered a voluntary redundancy, you will have one month to both consider the offer and advise the NDIA that you are either accepting or rejecting it. If you fail to advise the NDIA of your decision by the end of the consideration period it will be assumed you have rejected the offer of voluntary redundancy.
- 11.14. You will not have your employment terminated within this consideration period unless you have requested this to occur.
- 11.15. Prior to, or during the consideration period, you will be provided with an estimate of your severance pay, pay in lieu of notice, leave entitlements, relevant taxation rules and the availability of career and financial counselling in addition to being advised about obtaining further information relating to superannuation and relevant taxation rules.

11.16. The NDIA will reimburse you up to \$500 (including GST) for career and/or accredited financial counselling, if you are considering voluntary redundancy.

11.17. Employees not accepting an offer of voluntary redundancy will be covered by clauses 11.29 to 11.41 below.

## **Redundancy benefit**

11.18. An employee who elects for redundancy with a redundancy benefit and whose employment is terminated by the CEO under section 29 of the PSA on the grounds that they are excess to requirements, is entitled to payment of a redundancy benefit of an amount equal to two weeks salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the NES.

11.19. The minimum payment will be four weeks salary and the maximum will be 48 weeks salary.

11.20. The redundancy benefit will be calculated on a pro-rata basis for any period where you have worked part-time hours during your period of service and you have less than 24 years full-time service, subject to any minimum amount you are entitled to under the NES.

11.21. For the purposes of calculating any payment, salary will include:

- a. your salary at your ongoing classification;
- b. HDA payments where you have been receiving HDA continuously for a period of at least 12 months immediately preceding your notification of termination date; and
- c. an allowance in the nature of salary, where that has been paid during periods of annual leave and on a regular basis and is not a reimbursement for expenses incurred.

## **Calculating service for redundancy pay purposes**

11.22. In calculating a redundancy benefit, service that will count is:

- a. service in an APS Agency;
- b. Government Service as defined in section 10 of the LSL Act;
- c. service with the Commonwealth, which is recognised for long service leave purposes, other than service with a Joint Commonwealth-State body or body corporate in which the Commonwealth does not have a controlling interest;
- d. service with the ADF;
- e. service in another organisation where:
  - i. you were transferred from the APS to that organisation with a transfer of function; or
  - ii. you were engaged by that organisation on work within a function and subsequently engaged as an APS employee as a result of the transfer of that function to the APS; and
  - iii. such function is recognised for long service leave purposes.

11.23. For periods of service to count there must be no breaks between the periods of service, except where the break in service is less than four weeks and occurs where an offer of employment with the new employer was made and accepted by you before ceasing employment with the preceding employer.

11.24. In calculating a redundancy benefit, service will not count if it ceased:

- a. on any of the grounds for termination specified in section 29 of the PSA (including any additional grounds prescribed in the Public Service regulations);
- b. on a ground equivalent to any of these grounds in subclause 11.24.a;
- c. through voluntary retirement at or above the minimum retiring age applicable to you; or
- d. with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit.

11.25. Absences from work that do not count as service for long service leave purposes will not count as service in calculating a redundancy benefit.

## Period of notice

11.26. Where an excess employee's employment is to be terminated under section 29 of the PSA by accepting a voluntary redundancy they will be given four weeks' notice.

Employees over 45 years of age with at least five years continuous service will be given five weeks' notice.

- 11.27. If you request, and the CEO agrees, that your employment be terminated within this notice period, you will be paid compensation for the unexpired portion of the notice period equal to the hours you would have worked during the notice period had your employment not been terminated.
- 11.28. The CEO will approve reasonable time off with full pay for you to attend necessary employment interviews from the start of the notice period. Where expenses to attend interviews are not met by the prospective employer, the CEO will reimburse agreed reasonable travel and incidental expenses.

## **Involuntary redundancy provisions**

### **Retention period**

- 11.29. An excess employee who does not agree to be retrenched with the payment of a redundancy benefit will be entitled to the following period of retention, commencing from the date one month after the employee received their offer of voluntary redundancy:
- a. 13 months where you have 20 or more years of service or are over 45 years of age; or
  - b. seven months for all other employees.
- 11.30. If you are entitled to a redundancy payment under the NES, the retention period at clause 11.29 will be reduced by the number of weeks redundancy pay that you will be entitled to under the NES on termination, as at the expiration of the retention period (as adjusted by this clause).
- 11.31. The retention period will not be extended by periods of leave taken by the excess employee unless, after considering the circumstances of the individual case, the CEO deems an extension as a result of a period of leave taken to be reasonable.
- 11.32. Where the CEO is satisfied that there is insufficient productive work available for you during the remainder of the retention period and that there are no reasonable redeployment prospects in the APS:

- a. the CEO may terminate your employment under section 29 of the PSA; and
- b. upon termination, you will be paid a lump sum comprising:
  - i. the balance of the retention period (as shortened for the NES under sub-clause) and this payment will be taken to include the payment in lieu of notice of termination of employment; plus
  - ii. your NES entitlement to redundancy pay.

### **Redeployment**

11.33. Employees on retention will be considered in isolation from and not in competition with other applicants when seeking assignment to another position within the NDIA.

11.34. During the retention period, the CEO:

- a. will take all reasonable steps to find alternative employment for you; and/or
- b. may reduce your classification with the appropriate notice in order to secure you alternative employment, subject to the conditions set out in clauses 11.37 and 11.38 below.

11.35. During the retention period you will:

- a. take reasonable steps to find alternative employment; and
- b. actively participate in learning and development activities, trial placements or other agreed arrangements to assist in obtaining a permanent placement.

11.36. Excess employees are entitled to necessary leave with pay and assistance in meeting reasonable travel and incidental expenses when seeking alternative employment, where these are not met by the prospective employer.

### **Reduction in classification**

11.37. Where the CEO proposes to reduce an excess employee's classification as a means of securing alternative employment, the employee will be given four weeks' notice or, if over 45 years of age with at least five years continuous service, will be given five weeks' notice.

11.38. If classification reduction occurs before the end of the retention period, you will receive payments to maintain your salary level for the balance of the retention period. The CEO may choose to apply this provision where the reduction is to a lower level classification and salary in another Agency where you are employed under the PSA.

**Period of notice – termination of the retention period**

- 11.39. An excess employee's employment will be terminated under section 29 of the PSA at the end of their retention period.
- 11.40. Where an excess employee's employment is to be terminated they will be given four weeks' notice. Employees over 45 years of age with at least five years continuous service will be given five weeks' notice. This notice period will, as far as practicable, be concurrent with the employee's retention period.
- 11.41. If you are terminated within this notice period, you will be paid compensation for the unexpired portion of the notice period equal to the hours you would have worked during the notice period had your employment not been terminated.

## Definitions

In this Agreement the following definitions apply:

|                        |  |
|------------------------|--|
| <b>ACN</b>             | Agency Consultative Network – a network established to have open and direct consultation regarding workplace matters |
| <b>ADF</b>             | Australian Defence Force   |
| <b>Agency</b>          | National Disability Insurance Agency (also referred to as the NDIA)  |
| <b>Agreement</b>       | National Disability Insurance Agency Enterprise Agreement 2020-2023  |
| <b>APS</b>             | Australian Public Service  |
| <b>ARIA</b>            | Accessibility/Remoteness Index of Australia – a tool used to define the remoteness of locations                      |
| <b>Casual employee</b> | an employee who is engaged on an irregular or intermittent basis under section 22(2)(c) of the PS Act                |
| <b>CEO</b>             | Chief Executive Officer - the person for the time being performing the duties of CEO of the NDIA or their delegate   |
| <b>CFTS</b>            | Continuous Full Time Service – a type of Reserve employment in the ADF   |
| <b>CPI</b>             | Consumer Price Index – a general economic indicator of price changes in relation to goods and services               |
| <b>CSS</b>             | Commonwealth Superannuation Scheme - a superannuation scheme that closed to new members from 1 July 1990             |
| <b>Delegate</b>        | a person authorised by the CEO to be a delegate of the CEO under the terms of this Agreement                         |

## Definitions

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|                                      |  |
|--------------------------------------|--|
| <b>Dependant</b>                     | unless defined elsewhere means a spouse/partner of the employee or a child or parent of the employee or a member of the employee's household who is wholly or substantially dependent upon the employee        |
| <b>Employee</b>                      | a person employed by the NDIA under the PS Act, whether full-time or part-time, in an ongoing, non-ongoing or intermittent capacity  |
| <b>ETT</b>                           | Excess Travel Time – relates to an allowance where the NDIA initiates a change to the employee's primary place of work and additional time is necessarily spent on travel                                      |
| <b>Executive Level employee (EL)</b> | Executive Level 1 (EL1) or Executive Level 2 (EL2) employees and their equivalent  |
| <b>Employee representative</b>       | any person whom the employee(s) nominates or elects to represent and/or act on their behalf. This may include providers, support workers of employees with disability, workplace delegates and other employees |
| <b>Family or Immediate Family</b>    | the definition of immediate family under the FWA and traditional kinship relationships   |
| <b>Flexitime</b>                     | the provision to work shorter or longer hours than your normal work pattern  |
| <b>FWA</b>                           | <i>Fair Work Act 2009</i> – the legislative framework that provides a workplace relations system and laws for all Australian workplaces  |
| <b>FWC</b>                           | Fair Work Commission - Australia's national workplace relations tribunal   |
| <b>GST</b>                           | Goods and Services Tax - a broad-based tax of 10 per cent on most goods, services and other items sold or consumed in Australia  |



## Definitions

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|                             |  |
|-----------------------------|--|
| <b>HDA</b>                  | Higher Duties Allowance - paid where an employee is temporarily assigned to perform all duties at a higher classification  |
| <b>IFA</b>                  | Individual Flexibility Arrangement - an arrangement requested by the employee and agreed by the NDIA that varies the effect of certain conditions of the EA  |
| <b>Location</b>             | area within a particular region (for example, within a reasonable distance in a geographical area)   |
| <b>LSL Act</b>              | <i>Long Service Leave (Commonwealth Employees) Act 1976</i>  |
| <b>Manager</b>              | the person to whom you generally report on a day to day basis for work related matters, and may include a person referred to as a supervisor   |
| <b>Mature Age</b>           | refers to anyone over the age of 45, as defined by the Australian Bureau of Statistics   |
| <b>ML Act</b>               | <i>Maternity Leave (Commonwealth Employees) Act 1973</i>   |
| <b>NAIDOC</b>               | National Aborigines and Islanders Day Observance Committee – responsible for increasing awareness in the wider community of Aboriginal and Torres Strait Islander cultures   |
| <b>NDIA</b>                 | National Disability Insurance Agency (also known as the Agency)  |
| <b>Nearest capital city</b> | means: <ul style="list-style-type: none"><li>• where the employee is stationed in the Northern Territory - Adelaide; or</li><li>• in any other case - the capital city of the State which is the closest in distance to the employee's usual place of work</li></ul> |
| <b>NES</b>                  | National Employment Standards  |

## Definitions

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|                                 |  |
|---------------------------------|--|
| <b>Non-ongoing APS employee</b> | <p>an employee engaged for:</p> <ul style="list-style-type: none"><li>• a specified term (paragraph 22(2)(b) of the PS Act)</li><li>• the duration of a specified task (paragraph 22(2)(b) of the PS Act), or</li></ul>  |
| <b>Ongoing APS employee</b>     | <p>a person engaged as an ongoing APS employee under Section 22(2) (a) of the PS Act</p>   |
| <b>Ordinary or usual hours</b>  | <p>the hours of duty you would normally work on that day under your work pattern</p>   |
| <b>Part-time employee</b>       | <p>an employee whose hours of duty are less than 150 hours in a four-week settlement period</p>  |
| <b>PS Act</b>                   | <p><i>Public Service Act 1999</i></p>  |
| <b>PSSap</b>                    | <p>Public Sector Superannuation Accumulation Plan - the NDIA's default superannuation fund for new employees who commenced after 1 July 2005</p>   |
| <b>RLAA</b>                     | <p>Remote Locality Assistance Allowance - an allowance payable to employees living in an NDIA designated locality</p>  |
| <b>Salary</b>                   | <p>the relevant base rate of payment at Appendix A. It is used to calculate superannuation (subject to relevant superannuation scheme rules), overtime, payment of excess flextime, severance and termination, and excludes loadings and allowances. Neither participation in salary packaging arrangements nor purchased leave affect salary as defined</p> |
| <b>Salary advancement</b>       | <p>the movement through the salary band within the salary range for a classification. These increases are counted as salary for the purposes of determining salary for superannuation purposes, in accordance with the relevant superannuation fund rules</p>  |

## Definitions

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|                              |  |
|------------------------------|--|
| <b>SES</b>                   | Senior Executive Service employee, as defined under Section 34 of the PS Act   |
| <b>Substantive</b>           | your permanent classification level  |
| <b>Transferring employee</b> | any employee covered by this Agreement whose employment at the NDIA was previously covered by a transferable instrument or a copied State instrument under the FWA |
| <b>Work Pattern</b>          | work hours that are fixed, either by agreement between you and the CEO, or in the absence of agreement 8:30am to 12:30pm and 1:30pm to 5:00pm                      |

## Appendix A

### Salaries, classifications, job streams and broadbands

A.1 You will be allocated a classification in one of the following job streams, with the corresponding annual rate of salary applying as shown in the tables below.

A.2 All salaries are payable from the dates specified in clause 5.1 and below.

#### Generalist job stream

**TABLE 1. APS CLASSIFICATION STRUCTURE**

| APS Classification | Old Salary | % On Commencement | Salary On Commencement | 12 months after commencing the EA<br>2.0% | 24 months after commencing the EA<br>2.0% |
|--------------------|------------|-------------------|------------------------|---|---|
| APS Level 1.1      | 43,557     | 2.0%              | 44,428                 | 45,317                                    | 46,223                                    |
| APS Level 1.2      | 45,941     | 2.0%              | 46,860                 | 47,797                                    | 48,753                                    |
| APS Level 1.3      | 49,840     | 2.0%              | 50,837                 | 51,854                                    | 52,891                                    |
|                    |            |                   |                        |   |   |
| APS Level 2.1      | 50,705     | 2.0%              | 51,719                 | 52,753                                    | 53,809                                    |
| APS Level 2.2      | 53,088     | 2.0%              | 54,150                 | 55,233                                    | 56,337                                    |
| APS Level 2.3      | 57,218     | 2.0%              | 58,362                 | 59,530                                    | 60,720                                    |
|                    |            |                   |                        |   |   |
| APS Level 3.1      | 57,607     | 2.0%              | 58,759                 | 59,934                                    | 61,133                                    |
| APS Level 3.2      | 60,080     | 2.0%              | 61,282                 | 62,507                                    | 63,757                                    |
| APS Level 3.3      | 64,519     | 2.0%              | 65,809                 | 67,126                                    | 68,468                                    |
|                    |            |                   |                        |   |   |
| APS Level 4.1      | 65,034     | 2.0%              | 66,335                 | 67,661                                    | 69,015                                    |
| APS Level 4.2      | 67,509     | 2.0%              | 68,859                 | 70,236                                    | 71,641                                    |
| APS Level 4.3      | 72,184     | 2.0%              | 73,628                 | 75,100                                    | 76,602                                    |

## Appendix A

| <b>APS<br/>Classification</b> | <b>Old Salary</b> | <b>% On<br/>Commence<br/>ment</b> | <b>Salary On<br/>Commence<br/>ment</b> | <b>12 months<br/>after<br/>commencing<br/>the EA<br/><br/>2.0%</b> | <b>24 months<br/>after<br/>commencing<br/>the EA<br/><br/>2.0%</b> |
|-------------------------------|-------------------|-----------------------------------|--|--|--|
|                               |                   |                                   |  |  |  |
| APS Level 5.1                 | 73,413            | 2.0%                              | 74,881                                 | 76,379   | 77,906   |
| APS Level 5.2                 | 76,224            | 2.0%                              | 77,748                                 | 79,303   | 80,890   |
| APS Level 5.3                 | 79,031            | 2.0%                              | 80,612                                 | 82,224   | 83,868   |
|                               |                   |                                   |  |  |  |
| APS Level 6.1                 | 81,984            | 2.0%                              | 83,624                                 | 85,296   | 87,002   |
| APS Level 6.2                 | 84,931            | 2.0%                              | 86,630                                 | 88,362   | 90,129   |
| APS Level 6.3                 | 90,638            | 2.0%                              | 92,451                                 | 94,300   | 96,186   |
|                               |                   |                                   |  |  |  |
| Executive Level 1.1           | 102,148           | 2.0%                              | 104,191                                | 106,275  | 108,400  |
| Executive Level 1.2           | 107,654           | 2.0%                              | 109,807                                | 112,003  | 114,243  |
| Executive Level 1.3           | 111,800           | 2.0%                              | 114,036                                | 116,317  | 118,643  |
|                               |                   |                                   |  |  |  |
| Executive Level 2.1           | 120,397           | 2.0%                              | 122,805                                | 125,261  | 127,766  |
| Executive Level 2.2           | 128,243           | 2.0%                              | 130,808                                | 133,424  | 136,092  |
| Executive Level 2.3           | 136,691           | 2.0%                              | 139,425                                | 142,213  | 145,058  |

## Professional job stream

A.3 In accordance with clause A.4 and A.5, the following annual salary rates will apply to you if you are employed in the professional job stream.

**TABLE 2. APS PROFESSIONAL CLASSIFICATION STRUCTURE**

| APS Classification  | Old Salary | % On Commencement | Salary On Commencement | 12 months after commencing the EA<br>2.0% | 24 months after commencing the EA<br>2.0% |
|---------------------|------------|-------------------|------------------------|---|---|
| APS Level 4         | 69,988     | 2.0%              | 71,388                 | 72,816                                    | 74,272                                    |
| APS Level 5         | 76,224     | 2.0%              | 77,748                 | 79,303                                    | 80,889                                    |
| APS Level 6.1       | 84,931     | 2.0%              | 86,630                 | 88,362                                    | 90,129                                    |
| APS Level 6.2       | 90,638     | 2.0%              | 92,451                 | 94,300                                    | 96,186                                    |
|                     |            |                   |                        |   |   |
| Executive Level 1.1 | 102,148    | 2.0%              | 104,190                | 106,273                                   | 108,398                                   |
| Executive Level 1.2 | 107,654    | 2.0%              | 109,807                | 112,003                                   | 114,243                                   |
| Executive Level 1.3 | 123,079    | 2.0%              | 125,541                | 128,052                                   | 130,613                                   |
|                     |            |                   |                        |   |   |
| Executive Level 2.1 | 128,369    | 2.0%              | 130,936                | 133,555                                   | 136,226                                   |
| Executive Level 2.2 | 140,181    | 2.0%              | 142,985                | 145,845                                   | 148,762                                   |

A.4 You are eligible for entry to the professional job stream if you are required to perform certain duties and the CEO decides that your skills, qualifications and experience are essential or appropriate for entry.

A.5 APS Level 4 to APS Level 6 are broadbanded within the professional classification structure.

A.6 The CEO will determine which roles will be included in the particular job streams, as included in the relevant policy varied from time to time and may move you between streams if you lose a required qualification.

## Legal job stream

A.7 In accordance with clauses A.8 and A.9, the following annual salary rates will apply to you if you are employed in the legal job stream.

**TABLE 3. APS LEGAL CLASSIFICATION STRUCTURE**

| <b>APS<br/>Classification</b>        | <b>Old<br/>Salary</b> | <b>% On<br/>Commence<br/>ment</b> | <b>Salary On<br/>Commence<br/>ment</b> | <b>12 months<br/>after<br/>commencing<br/>the EA<br/><br/>2.0%</b> | <b>24 months<br/>after<br/>commencing<br/>the EA<br/><br/>2.0%</b> |
|--------------------------------------|-----------------------|-----------------------------------|--|--|--|
| APS Level 4                          | 69,988                | 2.0%                              | 71,388                                 | 72,816   | 74,272   |
| APS Level 5                          | 76,224                | 2.0%                              | 77,748                                 | 79,303   | 80,889   |
| APS Level 6.1                        | 84,931                | 2.0%                              | 86,630                                 | 88,362   | 90,129   |
| APS Level 6.2                        | 90,638                | 2.0%                              | 92,451                                 | 94,300   | 96,186   |
|                                      |                       |                                   |  |  |  |
| Executive Level 1.1                  | 102,148               | 2.0%                              | 104,190                                | 106,273  | 108,398  |
| Executive Level 1.2                  | 107,654               | 2.0%                              | 109,807                                | 112,003  | 114,243  |
| Executive Level 1.3                  | 123,079               | 2.0%                              | 125,541                                | 128,052  | 130,613  |
|                                      |                       |                                   |  |  |  |
| Executive Level 2.1                  | 128,369               | 2.0%                              | 130,936                                | 133,555  | 136,226  |
| Executive Level 2.2                  | 140,181               | 2.0%                              | 142,985                                | 145,845  | 148,762  |
| Work Value /<br>Availability Barrier |                       |                                   |  |  |  |
| Executive Level 2.3                  | 148,032               | 2.0%                              | 150,993                                | 154,013  | 157,093  |

A.8 You are eligible for entry to the Legal Officer Broadband if you are required to perform legal work and possess a degree from an Australian tertiary institution or a comparable qualification and have been admitted, or are eligible for admission, as a legal practitioner of the High Court or the Supreme Court of an Australian State or Territory or the CEO decides that your skills, qualifications and experience in relation to legal work are appropriate for entry.

- A.9 APS Level 4 to APS Level 6 are broadbanded within the legal classification structure.
- A.10 Access to the Deputy Branch Manager or Special Counsel designation can only be achieved where the CEO is satisfied that there is a need to undertake high level managerial responsibilities and/or use high level technical legal skills in the NDIA legal practice and you have the skills and experience to warrant movement to that local title.

### APS cadet programme

- A.11 If you are employed under the APS Cadet programme (including Indigenous), you will be paid a percentage of the salary as determined by the CEO for an APS 1 in the general employment stream and on successful completion of your study period will be allocated to an APS 3 in the general employment job stream at a pay point as determined by the CEO.

### APS graduate programme

- A.12 If you are employed under the APS graduate programme prior to commencement of this Agreement and are still completing the programme on commencement of this Agreement, you will advance to the top pay point of the APS 4 general employment job stream at the completion of your programme.
- A.13 Under the APS graduate programme, you will commence at the APS 4 pay point 1 and will advance to the top pay point of the APS 4 at the completion of your programme. To avoid doubt, if you meet the eligibility criteria for salary advancement during the programme, you may still advance through the salary band subject to the clauses in relation to salary advancement.

### Indigenous Australian Government Development Program (IAGDP)

- A.14 If you are employed under the IAGDP you will be placed in the general employment job stream at the APS 3 classification and on successful completion of the programme will advance in the general employment job stream to the APS 4 classification.



## Broadbands

- A.15 The CEO may establish broadbands in accordance with the *Public Service Classification Rules 2000* during the life of this Agreement.
- A.16 Advancement through a broadband may only occur where:
- a. there is sufficient ongoing work at the higher classification;
  - b. you have successfully completed probation, if applicable;
  - c. your performance is effectively meeting expectations and you have a current performance plan in place;
  - d. you are able to demonstrate the skills, proficiencies, values and behaviours required to successfully perform the duties at the higher classification level; and
  - e. you have not been reduced to the lower classification as the result of a sanction for a breach of the APS code of conduct in the previous 12 months.

## Appendix B

### Supported wage system

This appendix defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

#### Definitions

|                                      |   |
|--------------------------------------|---|
| <b>Approved assessor</b>             | a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system                       |
| <b>Assessment instrument</b>         | the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system   |
| <b>Disability Support Pension</b>    | the Commonwealth Government pension scheme to provide income security for persons with a disability as provided under the <i>Social Security Act 1991 (Cth)</i> , as amended from time to time, or any successor to that scheme |
| <b>Relevant minimum wage</b>         | the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged  |
| <b>Supported Wage System (SWS)</b>   | the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook  |
| <b>SWS wage assessment agreement</b> | the document in the form required   |

**Eligibility criteria**

- B.1 You will be covered by this appendix if you are unable to perform the range of duties to the competence level required within the class for which you are engaged under this Agreement, because of the effects of a disability on the productive capacity and you meet the impairment criteria for receipt of a disability support pension.
- B.2 The appendix does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

**Supported wage rates**

- B.3 You will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

| <b>Assessed capacity</b> | <b>Percentage of prescribed salary rate</b> |
|--------------------------|---|
| 10%                      | 10%   |
| 20%                      | 20%   |
| 30%                      | 30%   |
| 40%                      | 40%   |
| 50%                      | 50%   |
| 60%                      | 60%   |
| 70%                      | 70%   |
| 80%                      | 80%   |
| 90%                      | 90%   |

- B.4 The salary payable under this table will not be less than the minimum amount determined by the Fair Work Commission (FWC).
- B.5 Where your assessed capacity is 10 per cent you must receive a high degree of assistance and support.

### **Assessment of capacity**

- B.6 For the purposes of establishing the percentage of the relevant minimum wage, your productive capacity will be assessed in accordance with the SWS by an approved assessor, having consulted you and your employer and if you so choose, your representative.
- B.7 Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the *Social Security Act 1991*.

### **Review of assessment**

- B.8 The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.

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

- B.9 Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by the provisions of the schedule will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro-rata basis.

### **Trial period**

- B.10 In order for an adequate assessment of your capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

- B.11 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- B.12 The minimum amount payable to you during the trial period must not be less than the minimum set by the FWC.
- B.13 Work trials should include induction or training as appropriate to the job being trialled.
- B.14 Where you and your employer wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause B.6.

## Appendix C

### Allowances and reimbursements tables

#### Salary-related allowances

| Allowance Type   | Allowance Amount   | Payment                     | Counts as salary for superannuation purposes | Included for retirement, redundancy and termination purposes | Payable during annual, personal/carers leave and LSL |
|--|--|-----------------------------|--|--|--|
| Community Language Allowance<br>(Refer to clauses 6.4 – 6.5) | <u>CLA1:</u><br>\$1,060 - on commencement of this Agreement<br>\$1,081 – 12 months after commencement of this Agreement<br>\$1,103 – 24 months after commencement of this Agreement<br><u>CLA2:</u><br>\$2,127 – on commencement of this Agreement<br>\$2,170 – 12 months after commencement of this Agreement<br>\$2,213 – 24 months after commencement of this Agreement | Per annum, paid fortnightly | Yes  | Yes  | Yes  |

## Appendix C

| Allowance Type  | Allowance Amount  | Payment                               | Counts as salary for superannuation purposes | Included for retirement, redundancy and termination purposes | Payable during annual, personal/carers leave and LSL |
|---|---|---------------------------------------|--|--|--|
| Higher Duties Allowance (Refer to clauses 5.20 – 5.24)      | Base salary of the higher classification – if increase less than \$1,500, payment is at second pay point  | As applicable with fortnightly salary | Yes  | Yes  | Yes  |
| Remote Locality Assistance Allowance (Refer to clause 6.12) | With dependants<br>As per Appendix D<br>Without dependants<br>As per Appendix D   | Per annum, paid fortnightly           | Yes - with exclusion of LSL                  | Yes  | Yes - with exclusion of LSL                          |
| Remote Locality Field Allowance (Refer to clause 6.16)      | \$250 – on commencement of this Agreement<br>\$255 – 12 months after commencement of this Agreement<br>\$260 – 24 months after commencement of this Agreement | Per annum, paid fortnightly           | Yes - with exclusion of LSL                  | Yes  | Yes - with exclusion of LSL                          |
| Restriction Allowance (Refer to clause 8.49 )               | 7.5 per cent of the hourly rate Monday to Friday<br>10 per cent of the hourly rate Saturday and Sunday<br>15 per cent of the hourly rate public holidays.     | As applicable                         | No   | No   | No   |
| Workplace Contact Officers (Refer to clauses 6.2 – 6.3)     | \$25.11 – on commencement of this Agreement   | Paid fortnightly                      | Yes  | Yes  | Yes  |

## Appendix C

| Allowance Type | Allowance Amount   | Payment | Counts as salary for superannuation purposes | Included for retirement, redundancy and termination purposes | Payable during annual, personal/carers leave and LSL |
|----------------|--|---------|--|--|--|
|                | \$25.61 – 12 months after commencement of this Agreement |         |  |  |  |
|                | \$26.12 – 24 months after commencement of this Agreement |         |  |  |  |



## Appendix C

### Expense-related allowances and reimbursements

| Allowance Type   | Allowance Amount   | Payment                       | Counts as salary for superannuation purposes | Included for retirement, redundancy and termination purposes | Payable during annual, personal/carers leave and LSL |
|--|--|-------------------------------|--|--|--|
| Excess Travel Time Payment<br>(Refer to clause 6.30)                           | Single time – Mondays to Saturdays<br><br>Time and a half on Sundays and public holidays<br><br>Time off in lieu of payment may be granted on an hour for hour basis   | As applicable                 | No   | No   | No   |
| Loss or Damage to Clothing or Personal Effect Payment<br>(Refer to clause 6.8) | From \$20 up to \$250 (Comcover Excess)  | As applicable (reimbursement) | No   | No   | No   |
| Motor Vehicle Allowance<br>(Refer to clause 6.7)                               | As per Commonwealth Allowance Subscription Service   | As applicable                 | No   | No   | No   |
| Non-Commercial Accommodation<br>(Refer to clause 7.6)                          | \$51 – on commencement of this Agreement<br><br>Annual increase in line with CPI – 12 months after commencement of this Agreement<br><br>Annual increase in line with CPI – 24 months after commencement of this Agreement | Per night as applicable       | No   | No   | No   |

## Appendix C

| Allowance Type   | Allowance Amount  | Payment                               | Counts as salary for superannuation purposes | Included for retirement, redundancy and termination purposes | Payable during annual, personal/carers leave and LSL |
|--|---|---------------------------------------|--|--|--|
| Overtime Meal Allowance (Refer to clause 6.10)                   | As per Commonwealth Allowance Subscription Service  | As applicable with fortnightly salary | No   | No   | No   |
| Professional Association Reimbursement<br>(Refer to clause 4.10) | \$51 – on commencement of this Agreement<br>Annual increase in line with CPI – 12 months after commencement of this Agreement<br>Annual increase in line with CPI – 24 months after commencement of this Agreement  | Per annum<br>(reimbursement)          | No   | No   | No   |
| Professional Membership Reimbursement (Refer to clause 4.7)      | \$814 – on commencement of this Agreement<br>Annual increase in line with CPI – 12 months after commencement of this Agreement<br>Annual increase in line with CPI – 24 months after commencement of this Agreement | Per annum<br>(reimbursement)          | No   | No   | No   |
| Relocation Incidental Allowance<br>(Refer to clause 6.27)        | As per Commonwealth Allowance Subscription Service – Disturbance allowance  | As applicable<br>One off payment      | No   | No   | No   |

## Appendix C

| Allowance Type  | Allowance Amount  | Payment       | Counts as salary for superannuation purposes | Included for retirement, redundancy and termination purposes | Payable during annual, personal/carers leave and LSL |
|---|---|---------------|--|--|--|
| Relocation Assistance<br>(Refer to clauses 6.24 – 6.25) | On promotion, engagement, reassignment up to \$10,000 or special circumstances up to \$20,000 | As applicable | No   | No   | No   |
| Travel Allowance (Refer to clauses 7.4 – 7.6, 7.8)      | As per Commonwealth Allowance Subscription Service  | As applicable | No   | No   | No   |

## Appendix D

### Remote locality assistance

D.1 If you live in an NDIA designated remote locality you may be eligible for remote locality assistance as outlined in the table below.

| Grade | Remote Locality Assistance with dependants  | Remote Locality Assistance without dependants   | Leave Fare entitlement |
|-------|---|---|------------------------|
| A     | On commencement of this Agreement: \$4,084<br>12 months after commencement of this Agreement: \$4,165<br>24 months after commencement of this Agreement: \$4,248    | On commencement of this Agreement: \$3,090<br>12 months after commencement of this Agreement: \$3,152<br>24 months after commencement of this Agreement: \$3,215    | 1 every two years      |
| B     | On commencement of this Agreement: \$7,727<br>12 months after commencement of this Agreement: \$7,882<br>24 months after commencement of this Agreement: \$8,040    | On commencement of this Agreement: \$6,622<br>12 months after commencement of this Agreement: \$6,754<br>24 months after commencement of this Agreement: \$6,889    | 1 every two years      |
| C     | On commencement of this Agreement: \$11,921<br>12 months after commencement of this Agreement: \$12,159<br>24 months after commencement of this Agreement: \$12,402 | On commencement of this Agreement: \$8,058<br>12 months after commencement of this Agreement: \$8,219<br>24 months after commencement of this Agreement: \$8,383    | 1 each year            |
| D     | On commencement of this Agreement: \$15,783<br>12 months after commencement of this Agreement: \$16,099<br>24 months after commencement of this Agreement: \$16,421 | On commencement of this Agreement: \$10,817<br>12 months after commencement of this Agreement: \$11,033<br>24 months after commencement of this Agreement: \$11,254 | 1 each year            |