Enterprise Agreement 2021-2024



*Working with Aboriginal and Torres Strait Islander peoples*

**Signatories**

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

Employer

Signed for and on behalf of the Commonwealth of Australia
Ray Griggs AO, CSC
Chief Executive Officer National Indigenous Australians Agency
Charles Perkins House, 16 Bowes Place, Phillip, ACT, 2606

Bargaining representative: Community and Public Sector Union
Beth Vincent-Pietsch
Deputy Security
Community and Public Sector Union
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## SECTION 1 – TECHNICAL MATTERS

### Title

* 1. This agreement is called the National Indigenous Australians Agency Enterprise Agreement 2021-2024 (Agreement).

### Parties and coverage

* 1. This Agreement is made under section 172 of the *Fair Work Act 2009* (FWA). It covers and applies to:
* the CEO (on behalf of the Commonwealth); and
* NIAA employees employed on an ongoing or non-ongoing basis under the *Public Service Act 1999* (PS Act).
  1. Subject to a decision of the Fair Work Commission following notice in accordance with section 183 of the FWA, the Community and Public Sector Union will be covered by this Agreement.
  2. This Agreement does not cover:
     + substantive NIAA Senior Executive Service (SES) and equivalent employees;
     + statutory appointees.

### Operation of this Agreement

* 1. This Agreement will commence on the later of:
     + 2 August 2021;
     + seven (7) days after approval by the Fair Work Commission (FWC).
  2. The nominal expiry date of this Agreement will be the date that is three (3) years from the date of commencement of this Agreement.
  3. Policies and procedures support the operation of this Agreement. NIAA policies and procedures do not form part of this Agreement and if there is any conflict, this Agreement prevails.

### National Employment Standards

* 1. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

### Delegations

* 1. The CEO may delegate to or authorise a person to perform any of the CEO’s powers or functions under this Agreement. Details are provided in NIAA policies and procedures.

### 

### Definitions

|  |  |
| --- | --- |
| **Agreement** | The National Indigenous Australians Agency Enterprise Agreement 2021-2024. |
| **APS** | The Australian Public Service. |
| **Broadband** | The combination of two or more classifications in a single unit called a broadband in accordance with the Classification Rules. A broadband encompasses the full range of work value of the classifications contained within it. |
| **Base salary** | The rate of pay payable to the employee for their ordinary hours of work, but not including any of the following:   * incentive-based payments and bonuses; * loadings; * monetary allowances; * overtime or penalty rates; and   any other separately identifiable amounts. |
| **Casual Employee** | An Employee engaged under subsection 22(2)(c) of the *Public Service Act 1999* for duties that are irregular or intermittent.  A casual employee:   * has no guaranteed hours of work; * usually works irregular hours; * does not accrue and is not paid personal/carer’s leave or annual leave; * is not paid compassionate leave; and * can have their employment ceased without notice. |
| **CEO (Delegate)** | The Chief Executive Officer of the National Indigenous Australians Agency.  The CEO may delegate any powers and functions assigned in this Agreement, which will be provided in a delegations instrument. |
| **Classification Rules** | The *Public Service Classification Rules 2000*. |
| **Compressed hours** | Where an employee works a varied work pattern that includes some or all of the employee’s standard daily hours being in excess of 7 hours 36 minutes (within their agreed bandwidth) to enable the employee to work reduced hours on other days. |
| **DEEWR EA** | The *DEEWR Enterprise Agreement 2012 – 2014*. |
| **De facto Partner** | The de facto partner of an employee means:   * a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis; and * includes a former de facto partner of the employee. |
| **Dependant** | In relation to an employee, a dependant means:   * an employee’s spouse (or former spouse); or * an employee’s de facto partner (or former de facto partner); or * a child or parent of the employee, or of the spouse (or former spouse)/partner of the employee being a child or parent who ordinarily resides with the employee and who is wholly or substantially dependent upon the employee.   For the purposes of Remote Locality Allowance and Leave Fares Assistance an eligible dependant is a dependant (as defined above) who:   * for the previous 12 months had ordinarily resided with the employee in the remote locality; and * has an income, if any, less than the applicable minimum wage. |
| **Employee** | A person engaged under the PS Act and paid by NIAA through the payroll system, whose employment is covered by this Agreement, whether the employee is ongoing or non-ongoing, or is employed on a full time or part time, or casual basis. |
| **Excess Employee** | An employee who is excess to the requirements of NIAA if the CEO (delegate) determines:   * the employee is included in a class of employees employed by NIAA, and there are more employees in the class than is necessary for the efficient and economical working of NIAA; * the services of the employee cannot be effectively used because of technological or other changes in the work methods, or changes in the nature, extent or organisation of the functions of NIAA; or * the duties usually performed by the employee are to be performed by the employee at a different locality, and the employee is not willing to perform duties at that locality. |
| **Family** | Family or immediate family means:   * a spouse (or former spouse) or de facto partner (or former de facto partner) of the employee; * a child (including an adopted child, step child, foster child or an ex-nuptial child) of the employee; * a child (including an adopted child, step child, foster child or an ex-nuptial child) of the employee’s spouse (or former spouse) or de facto partner (or former de facto partner); * parent, grandparent, grandchild or sibling of the employee; * a parent, grandparent, grandchild or sibling of a spouse (or former spouse) or de facto partner (or former de facto partner) of the employee; * a member of the employee’s household; or * traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs. |
| **Family and Domestic Violence** | Has the same meaning as the *Family Law Act 1975* and includes physical, sexual, financial, verbal or emotional abuse by a Family member, former Family member, intimate partner or other close relative as defined in the National Employment Standards. |
| **Foster Child** | A foster child of an employee means a child for whom the employee has assumed primary responsibility for the long term care of the child who is, or will be, under 16 years of age and the child is not (otherwise than because of fostering) a child of the employee or the employee’s spouse (or former spouse) or de facto partner (or former de facto partner). |
| **Non-ongoing employee** | An employee engaged for a specific period, the duration of a specified task or duties that are irregular or intermittent, as defined by the PS Act. |
| **Non-SES employee** | An employee covered by this agreement, employed under a classification included at clause 181. |
| **Ongoing employee** | Employment under section 22(2)(a) of the PS Act. |
| **Part time employee** | An employee whose ordinary hours of work are agreed to be less than a full time employee's ordinary hours of work. |
| **Permanent care order** | A permanent care order is a court order which grants custody and guardianship of a child (up to the age of 18) to the person or persons named in the order (not being the child's parent). |
| **PS Act** | *Public Service Act 1999* |
| **Rostered employee** | A rostered employee is an employee who is regularly rostered to work ordinary hours outside the bandwidth of 7:00am to 7:00pm Monday to Friday, including on Saturdays, Sundays or public holidays. |
| **SES** | A Senior Executive Service employee under section 34 of the PS Act. |
| **Spouse** | An employee’s spouse includes another person (of any gender) who:   * The employee was in a relationship with that was registered under a prescribed state or territory law * although not legally married to the employee, lived with the employee on a genuine domestic basis in a relationship as a couple. |
| **Substantive** | An employee’s permanent/ongoing classification level. |
| **WPI – Private Sector Adjustment** | The applicable Wage Price Index - Private Sector percentage adjustment under the *Public Sector Workplace Relations Policy 2020*.  The Australian Public Service Commission (APSC) publishes advice each year on the applicable WPI (Private) figure that is released by the Australian Bureau of Statistics, applying to remuneration adjustments payable from 1 September to 31 August the following year. |
| **ZOD** | Means the Zone of Discretion, which is a salary range above the maximum pay point for each of the APS6-EL2 classifications. Placement on a salary within the ZoD is subject to CEO (Delegate) approval. |

### Consultation relating to major change

* 1. Clauses 10 to 19 apply if NIAA 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.
  2. NIAA will notify the relevant Employees of the decision to introduce the major change.
  3. The relevant Employees may appoint a representative for the purposes of the procedures in clauses 10 to 19. If:
* a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
* the Employee or Employees advise NIAA of the identity of the representative,

NIAA will recognise the representative.

* 1. As soon as practicable after making its decision, NIAA will discuss with the relevant Employees:
* the introduction of the change;
* the effect the change is likely to have on the Employees; and
* measures NIAA is taking to avert or mitigate any adverse effect of the change on the Employees.
  1. For the purposes of the discussion NIAA will provide, in writing, to the relevant Employees:
* all relevant information about the change including the nature of the change proposed;
* information about the expected effects of the change on the Employees; and
* any other matters likely to affect the Employees.
  1. NIAA is not required to disclose confidential or commercially sensitive information to the relevant Employees.
  2. NIAA will give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
  3. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to NIAA, the requirements set out in clauses 11 to 14 are taken not to apply.
  4. For the purposes of clauses 10 to 19, a major change is likely to have a significant effect on employees if it results in:
* the termination of the employment of Employees; or
* major change to the composition, operation or size of NIAA’s workforce or to the skills required of Employees; or
* the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
* the alteration of hours of work; or
* the need to retrain employees; or
* the need to relocate employees to another workplace; or
* the restructuring of jobs.
  1. In this term, relevant Employees means the Employees who may be affected by the major change.

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### Consultation regarding roster changes

* 1. If NIAA proposes to introduce a change to the regular roster or ordinary hours of work of Employees, NIAA will notify the relevant Employees of the proposed change.
  2. The relevant Employees may appoint a representative for the purposes of the procedures in clauses 20 to If:
* a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
* the Employee or Employees advise NIAA of the identity of the representative,

NIAA will recognise the representative.

* 1. As soon as practicable after proposing to introduce the change, NIAA will discuss the introduction of the change with the relevant Employees.
  2. For the purposes of the discussion, NIAA will provide to the relevant Employees:
* all relevant information about the change including the nature of the change proposed;
* information about what NIAA reasonably believes will be the effects of the change on the Employees; and
* information about any other matters that NIAA reasonably believes is likely to affect the Employees.
  1. As soon as practicable after proposing to introduce the change, NIAA will 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. NIAA is not required to disclose confidential or commercially sensitive information to the relevant Employees.
  3. NIAA will give prompt and genuine consideration to the matters raised about the change by the relevant Employees.
  4. For the purposes of clauses 20 to 27, relevant Employees means the employees who may be affected by the change referred to in clause 20.

### General staff consultation

* 1. These provisions are intended to operate in addition to and are not intended to impact on the operation of the consultation provisions set out in clauses 10 to 27 of this Agreement.
  2. NIAA is committed to consultation with employees, and their representatives, on matters concerning the operation of this Agreement.
  3. The key mechanisms used within NIAA for consultation are:
* a Consultative Committee;
* regular all staff meetings; and
* direct discussions with staff.
  1. NIAA will have a Consultative Committee for general staff consultation between management and employee representatives on workplace relations matters that affect employees. Members of the committee will seek mutual understanding on employee-related issues that are important to the achievement of NIAA's business objectives, its way of working and its organisational wellbeing.
  2. The role and composition of the Consultative Committee will be detailed in the Terms of Reference developed in consultation with Committee members. Any proposed amendments to the Terms of Reference will be subject to consultation with the Committee.
  3. NIAA recognises the importance of policies and other departmental documents relating to workplace relations matters that affect employees. The Consultative Committee will be consulted on the development or review of any NIAA policy, or other departmental document, relating to workplace relations matters that affect employees.

### Employee representatives

* 1. The parties recognise that employees are free to choose to join or not to join a union. Irrespective of that choice, employees will not be disadvantaged or discriminated against in respect of their employment under this Agreement. Employees who choose to be members of a union have the right to have their industrial interests represented by that union, subject to the terms of this Agreement and relevant legislation.
  2. The role of employee representatives, including workplace delegates and other non-union employee representatives, will be respected and facilitated.

### Dispute resolution

* 1. If a dispute relates to:
* a matter arising under this Agreement; or
* the National Employment Standards,

clauses 37 to 43 set out procedures to settle the dispute.

* 1. NIAA or an employee who is a party to the dispute may appoint a representative for the purposes of clauses 36 to 43.
  2. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level through discussions between the employee or employees and relevant supervisors and/or management.
  3. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
  4. The FWC may deal with the dispute in two (2) stages:
* 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
* if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
* arbitrate the dispute; and
* 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.*

* 1. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FWA. Therefore, an appeal may be made against the decision.
  2. While the parties are trying to resolve the dispute using the procedures in clauses 36 to 43:
* an employee will 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
* an employee will comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
* the work is not safe;
* applicable occupational health and safety legislation would not permit the work to be performed;
* the work is not appropriate for the employee to perform; or
* there are other reasonable grounds for the employee to refuse to comply with the direction.
  1. The parties to the dispute agree to be bound by a decision made by the FWC in accordance with clauses 39 to 42.

### Flexibility clause

* 1. NIAA and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
* the arrangement deals with one (1) or more of the following matters:
* arrangements about when work is performed;
* overtime rates;
* penalty rates;
* allowances;
* remuneration; and/or
* leave.
* the arrangement meets the genuine needs of NIAA and the employee in relation to one (1) or more of the matters mentioned in this clause 44; and
* the arrangement is genuinely agreed to by NIAA and the employee.
  1. NIAA will ensure that the terms of the individual flexibility arrangement:
* are about permitted matters under section 172 of the FWA;
* are not unlawful terms under section 194 of the FWA; and
* result in the employee being better off overall than the employee would be if no arrangement was made.
  1. NIAA will ensure that the individual flexibility arrangement:
* is in writing;
* includes the name of NIAA and the employee;
* is signed by NIAA and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
* includes details of:
* the terms of this Agreement that will be varied by the arrangement;
* how the arrangement will vary the effect of the terms;
* how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
* the day on which the arrangement commences and, where applicable, when the arrangement ceases.
  1. NIAA will give the employee a copy of the individual flexibility arrangement within 14 days of it being agreed to.
  2. NIAA or the employee may terminate the individual flexibility arrangement:
* by giving no less than 28 days’ written notice to the other party to the arrangement; or
* if NIAA and the employee agree in writing — at any time.

### Domestic and family violence support

* 1. NIAA is committed to supporting employees affected by domestic and family violence. NIAA will provide employees with leave and flexibility in accordance with this Agreement.
  2. Employees affected by Family and Domestic Violence may:
* access leave in accordance with Section 4 of this Agreement;
* access flexible working arrangements as outlined in clause 64 to 67 of this Agreement; and
* raise issues with their manager or directly with the People and Shared Services Branch, who can advise the employee on support available.
  1. Further information and full details of available support are outlined in NIAA’s policies and procedures.

## SECTION 2 – PERFORMANCE AND CAPABILITY

Further information is outlined in NIAA’s policies and procedures.

### Performance Framework

* 1. NIAA is committed to maximising every employee’s ability to contribute to the achievement of NIAA’s goals and objectives. NIAA will maintain a performance framework that provides managers and employees with guidance on discussing and establishing individual performance expectations that align with the NIAA's goals and objectives.
  2. The framework will provide employees, along with their managers, the opportunity to identify and prioritise relevant training and development requirements to more effectively perform their duties or for their own career development. All employees are required to participate in the relevant framework.
  3. NIAA’s performance frameworks will be based on the principles of equity, transparency, natural justice and procedural fairness and will be aimed at supporting and improving performance.
  4. If an employee’s performance is not effective they will be supported to improve their performance. Employees may elect to be represented in relation to an employee’s performance.
  5. Policies relating to fitness for duty will apply to an employee where an employee’s performance is not effective due to a medical condition.
  6. To ensure that unreasonable hours are not being worked, the CEO (delegate) should have regular discussions with employees about workload requirements, working hours and work/life balance.

### Capability development

* 1. Employees and their managers are jointly responsible for identifying capability needs and opportunities that meet the personal development needs of the individual and the operational/business needs of NIAA.

### Assistance for employees undertaking study

* 1. Employees who undertake accredited study relevant to the work of NIAA and/or the broader APS may be eligible for:
* reimbursement of up to $7,000 per financial year for approved course fees; and/or
* paid study leave of up to six (6) hours per week.
  1. Employees who have been granted leave without pay (miscellaneous leave) to undertake full time undergraduate or post-graduate study in a field directly relevant to NIAA and/or the broader APS may be eligible to receive upfront financial study assistance up to $7,000 per financial year for the cost of the study.
  2. Any employee receiving upfront financial assistance may be required to enter into a return of service agreement. This agreement enables NIAA to seek reimbursement of the upfront payment on a sliding scale if the employee does not return to active service with the APS or leaves the APS within 12 months of returning to active service.
  3. In addition to the financial assistance and leave available under clause 59, Aboriginal and Torres Strait Islander employees may access up to an additional six (6) hours paid study leave per week.
  4. NIAA may also, subject to CEO (delegate) approval, cover fees for Aboriginal and Torres Strait Islander employees for study to obtain entry into a tertiary institution and a qualification at a tertiary level.

## 

## SECTION 3 – HOURS OF WORK AND FLEXIBLE WORKING ARRANGEMENTS

Further information is outlined in NIAA’s policies and procedures.

### Flexible working arrangements

* 1. Employees may request flexible working arrangements such as compressed hours, working from home, working part time, or job sharing to enable them to balance their work and personal lives.
  2. NIAA is committed to supporting and promoting flexible working arrangements. The CEO (delegate) will consider requests for flexible working arrangements in the context of both the Agency’s operational requirements and the employee's personal circumstances, and provide a response within 21 days. Where a request is declined, the reasons will be provided to the employee in writing.
  3. Without limiting an employee’s ability to request flexible working arrangements under clauses 64 and 65, where certain circumstances outlined in the National Employment Standards apply to an employee, that employee can formally request flexible working arrangements because of those circumstances. More details are available in Div 4 of Part 2-2 of the FWA.
  4. NIAA will meet reasonable costs of supplying and maintaining necessary equipment and materials, where the CEO (delegate) approves an employee to work from home and deems the equipment as being necessary.

### Hours of work

* 1. The ordinary hours of work for a full time employee (other than a rostered employee) are 7 hours and 36 minutes a day, a total of 38 hours per week.
  2. The default span of hours (bandwidth) during which an employee may work their ordinary hours is 7:00am to 7:00pm Monday to Friday. The bandwidth may be varied to an alternative period by agreement, in writing, between an employee and the CEO (delegate).
  3. Standard attendance hours for full time employees are 7 hours and 36 minutes from 8:30am to 12:30pm and 1:30pm to 5:06pm Monday to Friday. Standard attendance hours will apply:
* if an employee and their manager cannot agree on a pattern of hours; or
* if an employee’s manager reasonably considers that the employee’s attendance is unsatisfactory.
  1. Employees will not normally be required to work for more than ten (10) hours on any one (1) day. Employees will not be directed to work more than five (5) consecutive hours without taking a break of at least 30 minutes.
  2. Where an employee is required to work for more than ten (10) hours on any one (1) day with limited notice, the CEO (delegate) will arrange for the provision of a meal, or reimburse the employee for the cost of a meal where no meal is provided.
  3. Employees will be entitled to an eight (8) hour break plus reasonable travelling time before commencing work again. Where the CEO (delegate) directs an employee to work outside their agreed bandwidth or in excess of their rostered hours, and if the eight (8) hour break occurs during standard working hours, the employee will receive their normal salary during that period. Where the CEO (delegate) directs an employee to work outside their agreed bandwidth or in excess of their rostered hours and an eight (8) hour break is not possible due to operational requirements, the employee will be paid for subsequent periods of work at the overtime rate until the employee has taken an eight (8) hour break.

### APS level employees – flextime

* 1. An employee at or below the APS 6 level or equivalent must record their attendance in NIAA’s timekeeping system.
  2. Employees at or below the APS 6 level or equivalent, including part time employees, can access flextime. Flextime is not available to rostered employees or casual employees.
  3. When an employee works more than their standard hours within their agreed bandwidth, they will accumulate a flex credit, and when an employee works less than their standard hours within their agreed bandwidth, they will incur a flex debit.
  4. Flex will be credited or debited on a one-for-one basis (i.e. one (1) hour worked in addition to the employee’s ordinary hours will result in one (1) hour of flex credit).
  5. An employee may carry a maximum flex credit of one week and a maximum flex debit of one day (based on the employee's ordinary hours of work) into a new fortnight.
  6. An APS level employee who is directed to undertake duties outside of the agreed bandwidth will be eligible to receive overtime in accordance with clauses 80 to 85.

### Overtime

* 1. Overtime is:

1. where an APS level employee (other than rostered employees and casual employees) is directed to perform work outside the bandwidth as set out in clause 69; or
2. where an APS level rostered employee is directed to perform work in excess of their rostered hours or in excess of their weekly ordinary hours over a cycle of shifts; or
3. where an APS level casual employee is directed to perform work on any day beyond their rostered hours of duty on that day or in excess of 38 hours in a week or an average of 38 hours per week over a cycle of shifts (casual loading is not paid during periods of overtime).
   1. Any time claimed for flextime purposes cannot be claimed as overtime and time claimed for overtime cannot be claimed as flextime.
   2. Where an eligible employee is directed to perform overtime for less than one hour, a minimum payment of one hour will be made. After the first hour, if less than a whole hour is worked, payment will be calculated at the nearest hour.
   3. Overtime will include payment for reasonable travelling time to and from work where the overtime is not continuous with an employee’s ordinary duty and the employee is required to attend the workplace. Overtime is not paid for other periods of travel, including official travel for business purposes.
   4. Overtime will be paid on the following basis:
4. Monday to Friday – time and a half for the first three (3) hours and double time for each hour thereafter;
5. Saturday – time and a half for the first three (3) hours and double time for each hour thereafter, subject to clause [85](#_Overtime);
6. Sunday – double time, subject to clause [85](#_Overtime);
7. Public Holiday – double time and a half, except for an employee whose base location for work purposes is South Australia and it is a public holiday solely because it is a Sunday under the Holidays Act 1910 (SA). Where a public holiday falls on a weekday, payment will consist of the employee's normal salary plus time and a half; and
8. Where a part time employee works additional hours within the bandwidth in accordance with clause 92, the hours will be paid at their ordinary base salary rate and will attract annual and personal/carer's leave accruals.
   1. Clause 84b) and c) will not apply to an employee who has agreed to work on a weekend day as part of their standard hours. In this case, clause 84a) will apply to any overtime hours worked on the weekend day.

### Executive Level employees: time off in lieu (TOIL), flexible hours and overtime

* 1. Executive Level employees are not entitled to flex time, but are able to work flexible hours. This means that variations in attendance times and short-term absences including full days may be agreed in advance with the CEO (delegate).
  2. Where an Executive Level employee undertakes significant additional productive effort which involves working in excess of ordinary hours for sustained periods (which includes working in the office, from home or travel outside hours), the CEO (delegate) and employee may agree arrangements for fair and reasonable time off in lieu (TOIL) to recognise the additional effort. TOIL should be taken as soon as practicable after the additional hours are worked, subject to operational requirements. Executive Level employees are not eligible for overtime payments except in exceptional circumstances as determined by the CEO (delegate).

### Part time employment and/or job sharing

* 1. All part time and job share working arrangements will be subject to agreement by the employee(s) and the CEO (delegate). A formal review to determine the suitability of continuing the part time arrangement will be conducted on an annual basis between the employee and the CEO (delegate).
  2. Remuneration and other employment conditions are calculated on a pro-rata basis for part time employees, other than long service leave which is calculated according to the *Long Service Leave Act (Commonwealth Employees)* *1976*, and unpaid leave entitlements as provided for in the National Employment Standards. For reimbursable allowances/expenses, part time employees receive the same amount as full time employees.
  3. All requests for part time and job share arrangements will be considered on a case-by-case basis and in light of operational requirements.
  4. A part time employee will normally be required to work at least three (3) consecutive hours on their nominated workdays. The pattern of working hours and any variations to the arrangements will be agreed in writing.
  5. An APS level part time employee who at the direction of the CEO (delegate) undertakes additional hours on a day will:
* for additional hours within the bandwidth – may elect to accrue flextime or be paid at their ordinary base salary rate; and
* for additional hours outside the bandwidth – be paid overtime at the applicable rate.
  1. A part time employee may revert to full time at any time if the CEO (delegate) agrees and full time work is available.

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## SECTION 4 – LEAVE

Further information is outlined in NIAA’s policies and procedures.

### Transfer of accrued leave (portability)

* 1. If an employee joins NIAA (including on promotion or for an agreed period) following a period of ongoing employment with an employer staffed under the PS Act, the *Parliamentary Service Act 1999* or from the ACT Government Service, accrued annual leave and personal/carer’s leave credits will be transferred or recognised, based on hours and minutes, provided there is no break in continuity of service greater than 30 calendar days. This clause also applies to employees transferred to NIAA as a result of a Machinery of Government change.
  2. Any recognised leave excludes any accrued leave paid out on separation from the previous employer.
  3. Use of these accrued leave credits and future entitlements is in accordance with this Agreement.

### Leave at half pay

* 1. When a paid leave entitlement is accessed at half pay (as applicable), half the amount of leave actually taken at half pay will be deducted from the employee’s leave balance.

### Annual leave

* 1. A full time employee is entitled to four weeks paid annual leave for each year of service. Annual leave:
* accrues daily;
* accrues on a pro-rata basis for part time employees; and
* counts as service for all purposes.
  1. Annual leave may be accessed any time subject to approval from the CEO (delegate).
  2. An employee may, with approval from the CEO (delegate), take some or all of their annual leave at half pay.
  3. An employee may, with approval from the CEO (delegate), elect to cash out some or all of their annual leave down to a minimum balance of four weeks. Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the CEO (delegate) and the employee.
  4. Where an employee elects to cash out annual leave in accordance with clause [101](#_Annual_leave), they must cash out a minimum of one week per occasion. Payment for the cash out of annual leave will be made at the rate that would have been payable had the employee taken the leave.
  5. An employee may only elect to cash out annual leave if they have taken at least one week annual leave or long service leave in the preceding 12 months.
  6. Where a rostered employee performs ordinary duties outside of the bandwidth of 7:00am to 7:00pm, Monday to Friday and on at least one (1) day on Saturday or Sunday, for an ongoing or fixed period, the employee will be entitled to five weeks of paid annual leave for each year of service.

### Purchased leave

* 1. Employees may purchase up to eight (8) weeks additional leave within a 12 month period.
  2. Purchased leave, once granted may be accessed any time subject to approval from the CEO (delegate).
  3. Purchased leave must be taken at full pay, generally for a period of at least five consecutive days (or pro rata for part time employees).
  4. Purchased leave is funded by salary deductions spread evenly over a 12 month repayment period, or for a non-ongoing employee, over the life of their non-ongoing contract.
  5. Deductions will be adjusted to reflect changes in salary during the repayment period. A reconciliation will be undertaken at the end of the repayment period, or on cessation of employment to determine any refund where leave was purchased but not taken, or any further payments required for leave taken but not paid for.

### Christmas closedown

* 1. NIAA ceases normal operations from the close of business on the last working day before Christmas Day, recommencing on the first working day after New Year’s Day.
  2. Employees will be provided with time off for the ordinary working days between Christmas Day and New Year’s Day (without deduction of annual leave) and will be paid in accordance with their ordinary hours of work.
  3. An APS level employee who is required to work on an ordinary working day between Christmas Day and New Year’s Day will receive payment at the applicable overtime rate for all hours worked on that day. An Executive Level employee will receive an equivalent period of time off in lieu.
  4. Rostered employees required to work between Christmas and New Year’s Day will be entitled to a substitute day off in lieu for each ordinary working day they are rostered on.

### Volunteer leave

* 1. Employees may access paid volunteer leave. The CEO (delegate) may grant an employee one day of volunteer leave with pay each year and a reasonable amount of leave without pay each year to undertake volunteer activities.

### Public holidays

* 1. Where an employee does not work on a day or part-day identified as a public holiday under section 115 of the FWA in the employee’s normal work location, they will be entitled to their base rate of pay for the hours they would have ordinarily worked.
  2. If under a state or territory law, a day or part day is substituted for one (1) of the public holidays referred to in clause [115](#_Public_holidays), then the substituted day or part day is the public holiday.
  3. An employee and the CEO (delegate) may agree to substitute any public holiday referred to in clause 115 for a cultural or religious day of significance to the employee.
  4. An employee may refuse, on reasonable grounds, a request to work on a public holiday.
  5. Where an employee is on paid personal/carer’s leave or annual leave at full or half pay on both sides of the public holiday, payment for the public holiday will be made at the employee’s full rate of pay.
  6. Where a public holiday falls during a period when an employee is absent on long service leave or parental leave there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave at half pay, payment is on half pay).

### Long service leave

* 1. Employees are entitled to long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*. The CEO (delegate) will consider applications for long service leave in light of operational requirements. The CEO (delegate) may approve for an employee to access a period of long service leave at half pay.
  2. The minimum period of absence for which long service leave will be granted is seven (7) calendar days at full pay or 14 calendar days at half pay. Long service leave may not be broken by other forms of leave unless otherwise required by legislation.

### Personal/Carer's leave

* 1. Employees are entitled to 18 days paid personal/carer's leave for each year of service with NIAA, which will be credited as follows:

1. an ongoing employee will be credited in advance based on the date of commencement in the APS and each year thereafter on the anniversary of the employee's date of commencement in the APS;
2. Non-ongoing employees will progressively accrue leave credits for every completed month of service and pro-rata for any uncompleted month of service.
   1. Unused personal/carer’s leave will accrue from year to year but will not be paid out on separation.
   2. An employee is entitled to take personal/carer’s leave where the employee is:

* ill or injured; or
* required to provide care or support for members of the employee’s family or household because of a personal illness or injury of the member or an unexpected emergency affecting the member.
  1. An employee’s accrual of personal/carer’s leave will be reduced proportionately where a period or cumulative periods of leave without pay that does not count as service exceeds 30 days within a 12 month period.
  2. An employee will provide a medical certificate or, where it is not practical to provide a medical certificate, a statutory declaration or other supporting evidence acceptable to the CEO (delegate) in the following circumstances:
* where the employee is or will be absent on personal/carer’s leave for three (3) or more consecutive working days, unless the CEO (delegate) informs the employee that such evidence will not be required;
* if the employee has been advised by the CEO (delegate) that they are required to provide evidence for any future personal/carer’s leave absences due to the employee’s pattern of leave; or
* if the CEO (delegate) has reason to believe that the employee’s absence is not consistent with the appropriate use of personal/carer’s leave.
  1. Employees (including casual employees) are entitled to two (2) days’ unpaid carer’s leave in accordance with the FWA.
  2. An employee cannot take unpaid carer’s leave if the employee could instead take paid personal/carer’s leave.
  3. In exceptional situations the CEO (delegate) may grant an employee who has used all of their personal/carer’s leave credits additional personal/carer’s leave on half pay. The employee must provide supporting evidence.

### War service personal leave

* 1. An employee who is unfit for duty due to a war-caused or defence-caused condition as determined under the relevant legislation is entitled to war service personal leave.

### Cultural and ceremonial leave

* 1. NIAA is committed to the employment of people from diverse backgrounds, particularly Aboriginal and Torres Strait Islander people and recognises the traditional roles and obligations placed on employees to participate in cultural and ceremonial activities.
  2. To enable employees to meet cultural obligations they may access the following leave, subject to CEO (delegate) approval:
* up to three (3) days' leave with pay each financial year for full time employees and pro-rata for part time employees to participate in activities associated with their culture or ethnicity; and
* up to a total of two (2) months’ leave without pay each financial year to fulfil cultural obligations.
  1. In addition, employees may purchase or access other leave types and/or request flexible working arrangements in accordance with the terms of this Agreement to meet additional cultural obligations.

### NAIDOC Week leave

* 1. Employees may access, subject to CEO (delegate) approval, up to one (1) full day’s leave with pay each financial year to participate in NAIDOC Week celebrations.

### Miscellaneous leave

* 1. Miscellaneous leave may be granted with or without pay for a purpose not provided for elsewhere in this Agreement. Unless otherwise determined by the CEO (delegate):
* a period of miscellaneous leave with pay will count as service for any purpose; and
* a period or cumulative periods of miscellaneous leave without pay which exceed 30 days within a 12 month period will not count as service for any purpose unless required by legislation. Service for long service leave purposes will be determined in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
  1. Applications for miscellaneous leave are considered subject to the operational requirements of NIAA and on a case by case basis. Appropriate supporting evidence, relevant to the request, is to be provided with the application.
  2. Unless the CEO (delegate) determines otherwise, miscellaneous leave without pay will not be granted until all forms of appropriate paid leave are exhausted.

### Community service leave

* 1. An employee who engages in eligible community service activity is entitled to a period of leave in accordance with sections 108 and 109 of the FWA.
  2. Community service leave may be approved for community service personnel for emergency services duties and encompasses leave for regular training, all emergency services responses, reasonable recovery time and ceremonial duties.

### Defence reserve leave

* 1. The CEO (delegate) will grant an employee leave, with or without pay, to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
  2. An employee is entitled to ADF Reserve leave with pay, for up to four (4) weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.
  3. During the employee's first year of ADF Reserve service, a further two (2) weeks’ paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
  4. With the exception of the additional two (2) weeks in the first year of service, leave can be accumulated and taken over a period of two (2) years to enable the employee to undertake training as a member of the ADF Reserves.
  5. Employees are not required to pay their tax-free ADF Reserve salary to NIAA in any circumstances.
  6. Defence 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.

### Compassionate leave

* 1. An employee is entitled to paid compassionate leave of three (3) days on each occasion where a member of the employee’s immediate family or household contracts or develops an illness or injury that poses a serious threat to their life.
  2. An employee is entitled to compassionate leave for bereavement purposes on each occasion of the death of a member of the employee’s immediate family or household.
  3. Casual employees are entitled to three (3) days of unpaid compassionate leave per occasion.

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### Unauthorised absence

* 1. If an employee is unexpectedly unable to attend work, the employee or their representative should make a reasonable effort to notify the relevant manager within two (2) hours after their usual starting time.
  2. If an employee is absent from work without approval, all pay and other benefits provided under this Agreement will cease to be available until the employee resumes work, is granted leave or has their employment terminated. A period of unauthorised absence does not count as service for any purpose.

### Parental leave

* 1. An employee who has at least 12 months’ continuous service in the APS is entitled to 12 months unpaid parental leave in accordance with Div 5 of Part 2-2 of the FWA.
  2. On return from parental leave, an employee is entitled to return to:
* the employee’s pre-parental leave position on the same employment and attendance basis prior to the leave; or
* if the position no longer exists – an available position for which the employee is qualified and suited nearest in employment status and pay to the pre-parental leave position.
  1. Upon request from the employee, the CEO (delegate) will agree to 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.
  2. An employee returning from parental leave who has care of a child who is of school age or younger may apply, in writing, for flexible working arrangements (including working part time or unpaid miscellaneous leave). Approval will be granted unless the flexible work arrangements cannot be accommodated under any circumstances.

### Maternity leave

* 1. An employee is entitled to up to 52 weeks’ unpaid maternity leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973* (ML Act) and/or Div 5 of Part 2-2 of the FWA. The period of 52 weeks will be reduced by any period of leave taken under clause 157.
  2. An employee who is entitled to up to 12 weeks’ paid leave under the ML Act is entitled to an additional two (2) weeks’ paid maternity leave under this Agreement. Where an employee elects to have the payment for this leave spread over a maximum of 28 weeks at a rate no less than half normal salary, a maximum of 14 weeks of the leave will count as service.

### Leave for supporting partners

* 1. An employee who has completed 12 months’ continuous qualifying service the same as that described in the ML Act for access to paid leave who is not the primary caregiver to a dependent child is entitled to be absent from the workplace with pay for a period of 4 weeks (20 days). The leave may be taken at any time within the first 12 months following the birth or placement of the dependent child. Where an employee elects to take this leave at half pay only the first half of the leave will count as service.
  2. Employees who complete 12 months’ continuous qualifying service during the first four weeks of unpaid supporting partner leave are entitled to paid leave for the balance of the four weeks.
  3. An employee with 12 months’ continuous service in the APS, following a period of supporting partners leave, is entitled to unpaid parental leave (not to count as service) in accordance with clause 152 and 154.
  4. The maximum period of 12 months is reduced by any period of leave taken under clause 158.

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### Adoption leave

* 1. An employee who is the adoptive parent of a newly-adopted child under 16 years at the date of placement and as defined in Div 5, section 70 of the FWA is entitled to:

1. A maximum of 12 months’ unpaid leave (not to count as service) from the date of placement of the child. The maximum period of 12 months is reduced by any period of leave taken under clause [162](#_Adoption_leave)([b](#_Adoption_leave)).
2. primary caregivers who have completed 12 months’ continuous qualifying service the same as that described in the ML Act for access to paid leave are entitled to up to 14 weeks’ paid leave (to count as service) from the date of placement of the child.
   1. An Aboriginal and Torres Strait Islander employee who is the adoptive parent and primary caregiver of a newly-adopted child under 16 years at the date of placement under traditional adoption will be entitled to leave in accordance with clause 162.
   2. An employee who has insufficient paid leave credits may take two (2) days’ unpaid pre-adoption leave to attend interviews or examinations required to obtain approval to adopt a child in accordance with section 85 of the FWA.

### Foster care leave

* 1. An employee who enters into a long term ‑ formal fostering arrangement to be the primary caregiver of a foster child who is or will be under 16 years at the date of placement may access:

1. a maximum of 12 months’ unpaid leave (not to count as service) from the date of placement of the child. The maximum period of 12 months is reduced by any period of leave taken under clause 165(b)
2. Primary caregivers who have completed 12 months’ continuous qualifying service the same as that described in the ML Act for access to paid leave are entitled to up to 14 weeks’ paid leave (to count as service) from the date of the placement of the child.

### Permanent care order leave

* 1. An employee who is granted custody and guardianship of a child, who is or will be under 16 years at the day of placement, as a result of a permanent care order and is the primary caregiver of the child may access:

1. A maximum of 12 months’ unpaid leave (not to count as service) from the date of placement of the child. The maximum period of 12 months is reduced by any period of leave taken under [clause 166(b)](#_Adoption_leave).
2. Primary caregivers who have completed 12 months’ continuous qualifying service the same as that described in the ML Act for access to paid leave are entitled to up to 14 weeks’ paid leave (to count as service) from the date of placement of the child.

### Cancellation of leave

* 1. If an employee has leave cancelled by NIAA or is recalled to duty and will incur additional and/or unrecoverable costs as a direct result, the CEO (delegate) will reimburse reasonable costs on submission of proof of expenditure. An employee will not be entitled to reimbursement if the costs are otherwise recoverable.

### Family and Domestic Violence

* 1. Leave is available to employees experiencing Family and Domestic Violence, or to provide support to a member of their Family who is experiencing Family and Domestic Violence.
  2. An employee can utilise personal/carers leave in accordance with clauses 123 to 130, where they suffer an illness or injury, or to provide care to a member of their Family or household who is ill or injured or who is affected by an unexpected emergency as a result of Family and Domestic Violence.
  3. Employees may also request paid or unpaid miscellaneous leave in accordance with clauses 136 to 138 to cover absences for the purposes of, but not limited to:

1. attending appropriate medical and/or counselling appointments relating to Family and Domestic Violence;
2. obtaining legal advice relating to Family and Domestic Violence;
3. attending court hearings relating to Family and Domestic Violence;
4. attending police appointments relating to Family and Domestic Violence;
5. attending to urgent issues arising through property damage that is a consequence of Family and Domestic Violence;
6. accessing alternative accommodation as a consequence of Family and Domestic Violence;
7. attending to personal affairs such as arranging new bank accounts as a consequence of Family and Domestic Violence;
8. arranging alternative childcare or schooling for children as a consequence of Family and Domestic Violence.
   1. Where documentary evidence is required for absences related to Family and Domestic Violence, the delegate (or People Branch) and the employee will discuss and agree on what evidence is appropriate. This may include statements from the police, courts or a legal representative, or statutory declarations.
   2. Where an employee experiencing Family and Domestic Violence does not feel comfortable discussing their absence with their manager, they may contact People Branch who can authorise the absence. A person acting on behalf of an employee may also contact the employee’s manager or the People Branch to advise them of an absence under this clause.
   3. Casual employees experiencing family and domestic violence are entitled to access unpaid leave.
   4. These provisions apply in addition to any entitlements available under the NES.

## SECTION 5 – CLASSIFICATION, REMUNERATION AND ALLOWANCES

Further information is outlined in NIAA’s policies and procedures.

### Salary on engagement, promotion or movement

* 1. A person who is new to the APS who is engaged, or an existing APS employee who is promoted to a job in NIAA will be paid at the minimum pay point for the relevant classification set out in the table at clause 181 and adjusted in accordance with clause 179.
  2. Unless the CEO (delegate) determines otherwise, an existing APS employee moving to NIAA at the same classification level whose current salary exceeds the maximum pay point for that classification will have their salary maintained. General salary adjustments will not be applied until the salary is at or below the maximum salary point for the relevant classification level.
  3. Unless the CEO (delegate) determines otherwise, an existing APS employee moving to NIAA whose current base salary falls between the minimum pay point and the maximum pay point for their substantive classification will have their base salary set at the next highest pay point for their classification level as set out in the table at clause 181 and adjusted in accordance with clause 179.
  4. The CEO (delegate) may approve payment of a higher salary based on experience, qualifications or skills in any of the circumstances outlined in clauses 175 to 177.

**Salary rates and adjustments**

* 1. Employee’s salaries set out in the table at clause 181 will be adjusted by the WPI – Private Sector Adjustment on:
* The Commencement Date of the Agreement;
* 12 months following the Commencement Date; and
* 24 months following the Commencement Date.
  1. Salary rates following pay adjustments outlined in clause 179 will be published by NIAA at the commencement of this Agreement and in September each year, in line with the updated WPI – Private Sector Adjustment.
  2. Salary rates applying prior to the Commencement Date:

| **Classification** | **Pay point** | **Before commencement** |
| --- | --- | --- |
| EL2 | **ZoD** | **$160,847** |
| EL2.4 | $151,885 |
| EL2.3 | $143,797 |
| EL2.2 | $135,706 |
| EL2.1 | $127,617 |
| EL1 | **ZoD** | **$133,647** |
| EL1.4 | $124,963 |
| EL1.3 | $119,856 |
| EL1.2 | $114,750 |
| EL1.1 | $109,644 |
| APS6 | **ZoD** | **$105,030** |
| APS6.4 | $95,880 |
| APS6.3 | $92,924 |
| APS6.2 | $89,546 |
| APS6.1 | $85,320 |
| APS5 | APS5.4 | $82,468 |
| APS5.3 | $80,625 |
| APS5.2 | $78,783 |
| APS5.1 | $77,139 |
| APS4 | APS4.4 | $74,718 |
| APS4.3 | $73,103 |
| APS4.2 | $71,814 |
| APS4.1 | $69,865 |
| APS3 | APS3.3 | $66,898 |
| APS3.2 | $65,803 |
| APS3.1 | $64,226 |
| APS2 | APS2.4 | $61,286 |
| APS2.3 | $60,155 |
| APS2.2 | $58,912 |
| APS2.1 | $57,512 |
| APS1 | APS1.3 | $53,540 |
| APS1.2 | $51,765 |
| APS1.1 | $48,966 |

* 1. An employee’s salary may only be set above the maximum pay point and at or below the Zone of Discretion with the approval of the CEO (delegate).

### Payment of salary

* 1. An employee will be paid fortnightly by electronic funds transfer into a financial institution account of the employee’s choice.
  2. The fortnightly rate of pay is calculated using the following formula: annual rate of pay multiplied by 12 and divided by 313.

**Salary advancement**

* 1. On 1 August each year an ongoing employee (excluding Graduates and employees undertaking entry level programs) who is not already on the maximum pay point for their substantive classification will advance to the next highest pay point, if the employee:
* has been at their current pay point for at least 3 months; and
* is working at or above the expected standard for their substantive classification level as determined by the CEO (delegate).
  1. Employees may advance two or more pay points with the agreement of the CEO (delegate) based on proven high performance.

**Graduates**

* 1. NIAA may run a Graduate program each year. Further information is outlined in NIAA’s policies and procedures.
  2. Graduates will be engaged at the bottom of the Graduate broadband on the APS 3 classification at the minimum pay point as per clause 190.
  3. Progression through the Graduate broadband outlined at clause 190 is subject to meeting the requirements of the Graduate program.

**Graduate broadband**

* 1. The Graduate broadband is set out in the following table:

|  |  |  |
| --- | --- | --- |
| **Classification** | **Pay point** | **Before commencement** |
| APS5 | APS5.4 | $82,468 |
| APS5.3 | $80,625 |
| APS5.2 | $78,783 |
| APS5.1 | $77,139 |
| APS4 | APS4.4 | $74,718 |
| APS4.3 | $73,103 |
| APS4.2 | $71,814 |
|  | APS4.1 | $69,865 |
| APS3 | APS3.3 | $66,898 |
| APS3.2 | $65,803 |
| APS3.1 | $64,226 |

### Cadets, trainees and other entry level positions

* 1. NIAA may engage employees in entry level programs on the terms set out in this Agreement. The classification on commencement of the program will be determined based on the work value of the role to be performed.
  2. The NIAA maintains a broadband encompassing classifications from APS 1 to APS 4 for entry level programs. Employees may be assessed for advancement to a relevant classification within the broadband, where:
* the employee is working at or above the expected standard for the classification level as determined by the CEO (delegate);
* there is sufficient work available at the higher classification level; and
* the employee has the necessary skills and proficiencies to perform that work.
  1. Further information is outlined in NIAA’s policies and procedures.

### Casual employees

* 1. Employees engaged on a casual basis will receive a 20 per cent loading in lieu of paid leave (excluding long service leave) and public holidays, in addition to their hourly rate of salary.

### Penalty rates for rostered employees (shift workers)

* 1. A rostered employee will be entitled to the following penalty rates when required to perform ordinary duties at the relevant times:

| **Rostered time of ordinary duty** | **Penalty rate** |
| --- | --- |
| Ordinary duty performed on Monday – Friday, any part of which falls between 7:00pm and 7:00am | 15% |
| Ordinary duty performed wholly between 7:00pm and 8:00am Monday to Friday for at least four (4) continuous weeks | 30% |
| Ordinary duty performed on Saturday | 50% |
| Ordinary duty performed on Sunday~ | 100% |
| Ordinary duty performed on a public holiday~ | 150% |

*~ The public holiday rate will not apply to work undertaken in South Australia on a Sunday if that day is a public holiday under the Holidays Act 1910 (SA) solely because it is a Sunday, and the Sunday rate will apply.*

* 1. Shift penalties are not payable during periods of leave except for annual leave.

### Flexible remuneration packaging

* 1. Employees may choose to sacrifice part of their salary for a range of non-cash benefits in accordance with legislation and government policy. Further information is outlined in NIAA’s policies and procedures.

### Superannuation

* 1. NIAA will make compulsory employer superannuation contributions as required by the applicable legislation and fund requirements. Contributions will be made to NIAA’s default fund unless the employee formally elects a complying Super Choice fund.
  2. 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 NIAA’s payroll system.
  3. Where employer contributions are paid to the Public Sector Superannuation accumulation plan (PSSap) or a complying Super Choice fund the employer contribution will be 15.4 per cent of the Fortnightly Contribution Salary (FCS).
  4. Employer superannuation contributions will be made to an employee’s chosen accumulation superannuation fund during periods of paid and unpaid parental leave the same as if the employee were an ordinary employer-sponsored PSSaP member.
  5. Employer contributions to superannuation will not be reduced by any other contributions to superannuation made by the employee through salary sacrifice arrangements.

### Salary on reduction

* 1. An employee’s classification may be reduced at the employee’s request or if the CEO (delegate) directs, in accordance with the circumstances provided for in section 23 of the PS Act.
  2. If an employee requests in writing or is directed to perform work at a lower classification level temporarily or permanently, the CEO (delegate) will determine the employee’s salary rate at the lower classification level. The determination will reflect the employee’s experience, qualifications and skills and the circumstances under which the reduction occurred.

### Higher Duties Allowance

* 1. Where the CEO (delegate) has assigned duties to an employee at a higher non-SES classification level for a period of 10 consecutive working days or more, the employee will be paid a higher duties allowance (HDA) equal to the difference between the employee’s current base salary and the minimum salary point of the higher classification, or a higher salary level, as determined by the CEO (delegate).
  2. Part time employees will be paid a HDA if they have been assigned duties at a higher non-SES classification level for a period of 10 consecutive actual days worked or six (6) weeks (whichever occurs first).
  3. Where the CEO (delegate) has assigned duties to an employee at a higher level in an SES position for the period set out in clause 205 or 206 (as applicable) or more the employee will be remunerated at a salary level determined by the CEO (delegate).

### Departmental Liaison Officer (DLO) and Cabinet Liaison Officer (CLO) allowance

* 1. Departmental and Cabinet Liaison Officers will receive an annual allowance paid on a fortnightly basis.
  2. The allowance will be adjusted on the dates and by the amounts outlined at clause 179. The starting rate that applies before the commencement of this agreement is $20,448 per annum.

### Travel assistance

* 1. An employee who is required to travel on official business will be provided with an Australian Government Credit Card which should be used to pay reasonable out of pocket expenses for accommodation, meals and incidentals while on official travel.
  2. Reasonable travel expenses will be consistent with the rates set by the Australian Taxation Office as amended from time to time.
  3. Where it is impractical to use the Australian Government Credit Card, a travel allowance may be approved by the CEO (delegate) for reasonable out of pocket expenses. Where practicable such an allowance will be paid in advance of undertaking the travel.
  4. The CEO (delegate) may authorise the payment of airline lounge membership fees for an employee who needs access to an airline lounge for work purposes. Other employees may purchase a membership at NIAA's discounted corporate rate.

### Carer's assistance

* 1. Subject to approval by the CEO (delegate), an employee may receive a reimbursement for reasonable, unavoidable, additional costs associated with the care of a family member or dependent where an employee is required to travel away from their normal work location for business purposes or is directed to work outside their normal pattern of hours. The employee must seek approval in advance of costs being incurred.

### Retirement financial assistance

* 1. An employee who is aged 54 years or more may receive a one-off reimbursement of up to $500 (plus GST) towards the cost of financial retirement advice.

### Corporate responsibility allowances

* 1. Employees appointed by the CEO (delegate) to the roles outlined in clause 217 will receive the applicable fortnightly allowance.
  2. The allowance will be adjusted on the dates and by the amounts outlined at clause 179. The rates that apply before the commencement of this agreement are:

1. First Aid Officer or Fire Warden – $31.81;
2. Health and Safety Representative – $31.81;
3. Harassment Contact Officer – $31.81.
   1. Where an employee holds two (2) or more of these roles simultaneously, the employee will only receive one (1) allowance (the highest rate applicable).
   2. The allowance will not be payable during any periods of unpaid leave or paid leave in excess of 20 consecutive working days.

### Restriction allowance

* 1. The CEO (delegate) may approve the provision of a restriction allowance to an individual or group of employees who have been directed to be contactable and available to be recalled to duty outside their agreed bandwidth.
  2. The allowance will be adjusted on the dates and by the amounts outlined at clause 179. The rate that applies before the commencement of this agreement is $397.80 per week.
  3. If an employee is required to be on call for a period of less than one (1) week in total, the employee will be paid 1/7 of the weekly on call allowance for each 24 hour period.
  4. An employee can only be required to be on call for a maximum of 14 days in any 28 day period.
  5. If an employee is on call and is recalled to duty by the CEO (delegate) to a place of work, the employee will be paid overtime at the applicable rate(s) in clause 84. A minimum payment of one (1) hour will apply if the employee is not recalled to physically attend a place of work.
  6. Executive Level employees may, in certain circumstances, be eligible for payment of an on call allowance as determined by the CEO (delegate).
  7. If an Executive Level employee is recalled to work by the CEO (delegate) they will receive access to TOIL or in exceptional circumstances may receive overtime payment.

### Professional memberships

* 1. NIAA will reimburse or pay professional membership fees and accreditation fees where a professional membership or accreditation is an essential requirement of an employee’s role. Employees may also be eligible for reimbursement or payment of the costs of other professional memberships.

### Language proficiency allowance

* 1. Where the CEO (delegate) determines that an employee is required to hold a proficiency in a language other than English (including or utilising deaf communication skills) as a requirement of their role, the employee will be entitled to an annual allowance. The allowance will be adjusted on the dates and by the amounts outlined at clause 179. The rate that applies before the commencement of this agreement is $1,730 per annum.
  2. An eligible employee is one who:
* is accredited or recognised by the National Accreditation Authority for Translators and Interpreters (NAATI) at the Paraprofessional Interpreter level or above; or
* is assessed to be at the equivalent level by an individual or body approved by the CEO (delegate); or
* is considered by the CEO (delegate) to have the equivalent skills where there is no other appropriate individual or body approved by NIAA.
  1. The allowance will only be payable to an employee while they continue to occupy the role for which the language proficiency is required.

### Motor vehicle allowance

* 1. The CEO (delegate) may approve an employee to use a private vehicle for official purposes where the CEO (delegate) considers that this will result in greater efficiency or involve less expense for NIAA. If an allowance is paid it will be at the rate set by the Australian Taxation Office and, where practicable, paid in advance of undertaking the travel. An allowance is not payable under this clause 231 if expenses are paid for by NIAA.

### Reimbursement for loss or damage

* 1. The CEO (delegate) may approve reimbursement to an employee for loss or damage to clothing and/or personal effects, which occurred in the course of the employee’s work.

### Relocation assistance

* 1. An employee may be entitled to assistance with relocation expenses. Further information is outlined in NIAA’s policies and procedures.

### Remote locality assistance

* 1. The CEO (delegate) may approve remote locality assistance as set out in this section. Further information is outlined in NIAA’s policies and procedures.
  2. Remote locality assistance is not paid pro-rata in respect of part time employees.
  3. Remote locality allowance is payable to a casual employee on a pro-rata basis. Casual employees are not entitled to remote locality leave fares or additional annual leave.
  4. For the purposes of this section, a "remote locality" is a locality included at Attachment D.
  5. If NIAA requires an employee to work in a locality during the life of this Agreement, and:

1. that locality is not included in Attachment D; or
2. circumstances may have changed the applicable grade for that locality,

an employee may request a review and then the NIAA will calculate a remoteness score for that locality in accordance with paragraph 12.2 of the *Australian Public Service Enterprise Award 2015*. Based on the remoteness score determined, employees working in the locality will receive the entitlements outlined within this Agreement for the corresponding grade.

### Remote locality allowance

* 1. A remote locality allowance is payable fortnightly to an employee stationed at a designated remote locality included at Attachment D. The allowance will be adjusted on the dates and by the amounts outlined at clause 179. The annual allowance amounts that apply before the commencement of this agreement are as follows:

| Grade | With dependants | Without dependants |
| --- | --- | --- |
| Grade 1 | $4,329 | $3,276 |
| Grade 2 | $8,191 | $7,020 |
| Grade 3 | $12,637 | $8,541 |
| Grade 4 | $16,731 | $11,467 |

#### Remote locality leave fare

* 1. An employee based in a remote locality will accrue an entitlement to a remote locality leave fare on the day the employee commences working at the remote locality. The entitlement to remote locality leave fares will accrue on the anniversary of the employee's commencement at the remote locality in accordance with the following table:

| **Grade** | **Leave fare entitlement** |
| --- | --- |
| Grades 1 and 2 | 1 every two years |
| Grades 3 and 4 | 1 each year |

* 1. No more than two remote locality leave fares may be held in credit at any one time. Remote locality leave fares cannot be cashed out and cannot be transferred if an employee moves to another location that is not remote. Remote locality leave fares will not be paid out on termination of employment.
  2. For the purposes of the remote locality leave fare, employees will be reimbursed for travel undertaken by the employee and each eligible dependant or partner of the employee, up to the lesser amount of:
  + return airfare(s) based on the best fare of the day from travel from the designated remote locality to the nearest capital city in that State (with Adelaide being deemed to be the nearest capital city for Northern Territory);
  + return airfare(s) for the actual travel undertaken based on the best fare of the day; or
  + motor vehicle allowance for the car travel undertaken.

(for the purposes of this clause 242, "best fare of the day" means the 'best' fare quoted by the NIAA's contracted travel provider for travel after 7am on the day that the employee undertakes the travel).

* 1. An employee who is based in a remote locality may access or be reimbursed the cost of two travel fares per year for each of their dependents who attends school outside the remote locality for the purpose of visiting the employee.

#### Additional annual leave for remote localities

* 1. Employees living in designated remote localities will accrue additional annual leave as follows:

| **Grade** | **Additional days of annual leave per year** |
| --- | --- |
| Grade 1 | 2 |
| Grade 2 | 3 |
| Grade 3 | 5 |
| Grade 4 | 7 |

#### Grandfathering provisions

* 1. If, immediately before the commencement of this Agreement, an employee was in receipt of payment of Remote Localities Assistance as set out in clauses 485 – 492 of the DEEWR EA, the employee will continue to receive the Remote Localities Assistance while they remain employed by NIAA in the relevant location. An employee may elect in writing at any time to receive the remote locality allowance in accordance with clauses 239 to 244 of this Agreement instead of the Remote Localities Assistance set out in clauses 485 – 492 of the DEEWR EA. An election to receive the remote localities allowance under clause 239 of this Agreement is final, and the employee will be permanently ineligible from receiving the Remote Localities Assistance as set out in the DEEWR EA.
  2. Allowances associated with grandfathering provisions in clause 245 are not indexed.

### Emergency, medical or compassionate travel

* 1. Where:
  + an employee or a dependant of an employee is stationed at a remote locality; and
  + it is necessary for the employee or a dependant of the employee to travel from the locality for medical, dental, specialist or emergency treatment, compassionate reasons (e.g. where a family member becomes critically or dangerously ill or dies), or other situations approved by the CEO (delegate),

the CEO (delegate) will authorise for return transport through NIAA’s travel management provider, where possible, or where not possible, for reimbursement of reasonable costs incurred for return travel to the locality:

* + where the family member lived before their death if that locality is within Australia or to an international airport in Australia if that locality is outside of Australia;
  + where the family member is ill, provided that a qualified medical practitioner certifies that during a specified period the close relative has been critically or dangerously ill, if that locality is within Australia or to an international airport in Australia if that locality is outside of Australia; or
  + where the approved situation occurred.

### Payment upon death of an employee

* 1. Where an employee dies, or the CEO (delegate) has directed that an employee will be presumed to have died on a particular date, payment may be made to the legal personal representative of the former employee of an amount that would have been paid if the employee had otherwise ceased employment on resignation or age retirement.
  2. Long service leave credits will be paid out in accordance with the *Long Service Leave (Commonwealth Employees)* *Act 1976*.

### Supported wage system

* 1. An employee who is affected by disability may be eligible for a supported wage in accordance with
  2. ATTACHMENT C – SUPPORTED WAGE SYSTEM.

## SECTION 6 – WORKFORCE MANAGEMENT

Further information is outlined in NIAA’s policies and procedures.

### Probation

* 1. A newly appointed ongoing APS employee may be required to undertake a probationary period up to six (6) months from the date of commencement of employment with NIAA.

### Resignation by employee

* 1. An employee may resign from employment at any time by giving a minimum of two (2) weeks’ notice in writing to the CEO (delegate).

### Termination of employment by NIAA

* 1. The CEO (delegate) may terminate the employment of an employee for serious misconduct, without notice or payment in lieu of notice of termination.

### Final monies on cessation of employment

* 1. Prior to ceasing employment, employees will be advised of any outstanding monies owed to NIAA which may be deducted in accordance with section 324 of the FW Act from the employee’s final entitlements at cessation.

### Management of excess employees

* 1. Clauses [257](#_Workplace_support_for) to 290 will apply to any NIAA employee who is excess to the requirements of NIAA, other than non-ongoing employees or employees on probation.

#### Workplace support for excess employees

* 1. An excess employee may request assistance in meeting the cost of reasonable travel and incidental expenses incurred in seeking alternative employment where these are not met by the prospective employer.

#### Consultation process

* 1. Where the CEO (delegate) becomes aware that an employee is potentially excess, the CEO (delegate) will advise the employee in writing, as soon as practicable, that the employee is potentially excess and the reasons why the employee is potentially excess.
  2. Within 30 calendar days of the notification in clause 258, the CEO (delegate) will hold discussions with the employee, and the employee’s nominated representative (if applicable), to consider:
* any measures that could be taken to remove or reduce the likelihood of an employee becoming excess; and
* whether voluntary redundancy (VR), redeployment or re-assignment of duties may be appropriate.
  1. When an employee has been notified in writing that they are potentially excess, they will be given information on the:
* amount of their severance pay and the indicative value of the balance of any annual leave and long service leave credits;
* details regarding superannuation entitlements;
* likely taxation rules applying to the various payments;
* the length of notice the employee is entitled to; and
* availability of career advisory services.
  1. The CEO (delegate) may, prior to the conclusion of the discussions referred to in clause 259, invite employees who are not potentially excess to express interest in a VR, where this would permit the redeployment of employees who are potentially excess.

#### Declaration of excess

* 1. Where an employee has been notified that they are potentially excess and the employee or their nominated representative has declined to participate in a discussion referred to in clause 259, the CEO (delegate) may immediately identify the employee as excess to the requirements of NIAA.
  2. The CEO (delegate) may identify an employee as excess to the requirements of NIAA 30 days after the employee was notified in writing that they are potentially excess. The employee may agree to a shorter period.
  3. The CEO (delegate) will take all reasonable steps, to re-assign the duties of an excess employee at the same level, within NIAA, or to assist in the movement of the employee to another APS agency.
  4. NIAA will consider an excess employee in isolation from other applicants for an ongoing position in NIAA at or below the employee’s classification level.
  5. With the agreement of affected employees, the NIAA will assist to enable participation in APS wide redeployment initiatives, including where relevant, registering the employee’s details on a central register for consideration of redeployment across the APS.
  6. NIAA will reimburse an employee who has been identified as excess, up to $500 (plus GST) for financial advice obtained from a registered financial adviser.

#### Voluntary redundancy

* 1. An employee who has been advised that they are excess may be invited to accept a VR. The employee will have no less than 30 days to consider the offer, commencing on the day after the offer is made. An employee may request to shorten the period of consideration.
  2. Only one (1) offer of VR in respect of any single redundancy situation will be made.
  3. Where a VR offer is accepted, the CEO (delegate) will consider whether to proceed with approval of the VR, and may proceed to give notice of termination under the PS Act.

#### Period of notice

* 1. Upon receipt of the acceptance of an offer of VR, the CEO (delegate) will issue the employee with a notice of termination under section 29 of the PS Act.
  2. The employee will be provided with four (4) weeks’ notice (five (5) weeks for an employee over 45 years of age with at least five (5) years of continuous service) prior to the termination of their employment. The notice period will commence on the day after the employee is issued with a notice of termination under section 29 of the PS Act.
  3. Where an employee requests and the CEO (delegate) agrees or where the CEO (delegate) directs an earlier termination date within the notice period, the employee’s employment will be terminated under section 29 of the PS Act on that date. The employee will receive payment in lieu of notice for the unexpired portion of the notice period on the basis of:
* the employee’s current ordinary hours of work;
* the amounts payable to the employee in respect of those hours, e.g. allowances; and
* any other payments under the employee’s contract of employment except for accruals that would have occurred had the person remained as an employee during the relevant notice period.

#### 

#### Severance benefit – rate of payment

* 1. Salary for severance pay purposes will include:
* the employee’s substantive salary adjusted on a pro-rata basis for periods of part time service;
* higher duties allowance for performance of duties at a higher classification level where the employee has been performing duties and continues to perform duties at the higher classification level for a continuous period of at least 12 months immediately prior to the date on which the employee was given notice of termination of employment; and
* other allowances in the nature of salary which have been paid to the employee on a regular basis and have continued to be paid during periods of annual leave, excluding allowances which are a reimbursement for expenses incurred.

#### Severance benefit – recognition of service

* 1. An employee who accepts a VR and whose employment is terminated by the CEO (delegate) under section 29 of the PS Act on the grounds that they are excess to requirements is entitled to two (2) weeks’ salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service.
  2. The minimum amount payable will be four (4) weeks’ salary and the maximum will be 48 weeks’ salary subject to any minimum amount the employee is entitled to under section 119 of the FWA.
  3. Severance payments involving part time employees will be calculated on a pro-rata basis for any period where they have worked part time hours during their period of service and where they have less than the equivalent of 24 years’ full time service.
  4. Service for severance pay purposes means:
* service in NIAA;
* Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
* service with the Commonwealth (other than service with a joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
* service with the Australian Defence Forces;
* APS service immediately preceding deemed resignation under the repealed Section 49 of the repealed *Public Service Act 1922* if the service has not previously been recognised for severance pay purposes; and
* service in another organisation where the employee was moved from the APS to give effect to an administrative re-arrangement; or an employee of that organisation is engaged as an APS employee as a result of an administrative re-arrangement, and such service is recognised for long service leave purposes.
  1. Service that will not count as service for severance pay purposes is any period of service which ceased through termination on the following grounds:
* the employee lacks, or has lost, an essential qualification for performing their duties;
* non-performance, or unsatisfactory performance, of duties;
* inability to perform duties because of a physical or mental incapacity;
* failure to satisfactorily complete an entry level training course;
* failure to meet a condition of engagement imposed under subsection 22(6) of the PS Act;
* breach of the Code of Conduct; or
* any other ground prescribed by the Public Service Regulations; or
* on a ground equivalent to those above under the repealed *Public Service Act 1922*; or
* through voluntary retirement at or above the minimum retiring age applicable to the employee; or
* with the payment of a retrenchment benefit or similar payment or an employer financed retirement benefit.
  1. For earlier periods of service to count as severance pay, there must be no breaks between periods of service, except where:
* the break in service is less than 1 month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
* the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.

#### Retention period

* 1. A retention period will commence in relation to an employee who has declined an offer of VR or who did not accept a VR offer within the 30 day consideration period.
  2. An excess employee will be entitled to a retention period of seven (7) months, which will commence on the earlier of the following:
* the day the employee is formally advised in writing by the CEO (delegate) that they are an excess employee; or
* 30 days after the day on which the CEO (delegate) invites the employee to accept a VR.
  1. If an excess employee is entitled to a redundancy payment under the NES, the retention period in clause 282 will be reduced by the number of weeks’ redundancy pay that the employee would be entitled to under the NES at the expiration of the retention period (as adjusted by this clause).
  2. The retention period and the notice period may be extended by any periods of paid personal/carer’s leave not exceeding six (6) months, which is supported by medical evidence.
  3. During the retention period, the CEO (delegate):
* will continue to take reasonable steps to find alternative suitable employment for the excess employee; and/or
* may, after giving four (4) weeks’ notice to the excess employee, reduce their classification as a means of securing alternative employment.
  1. If an employee’s classification is reduced during the retention period the employee will continue to be paid at their previous substantive base salary, immediately prior to the reduction in classification, for the balance of the retention period.
  2. Where the CEO (delegate) believes there is insufficient productive work available for the excess employee during the retention period, the CEO (delegate) may, with the agreement of the excess employee, terminate the employee’s employment under section 29 of the PS Act during the retention period on the grounds that they are excess to requirements and pay the balance of the retention period as a lump sum amount. The lump sum payment will be taken to include payment in lieu of notice of termination.
  3. Upon termination pursuant to clause 287, the employee will be paid a lump sum comprising:
* the balance of the retention period (as shortened under clause 283) and this payment will be taken to include the payment in lieu of notice of termination of employment; and
* any redundancy payment to which the employee is entitled to under the NES.

### Involuntary Retrenchment (IR)

* 1. At the end of the retention period the CEO (delegate) may make the excess employee involuntarily redundant under section 29 of the PS Act.
  2. An excess employee will not be made involuntarily redundant where:
* the employee has not been invited to accept an offer of VR;
* the employee has requested a VR, but the CEO (delegate) has refused; or
* the employee has not been given four (4) weeks’ notice of termination of employment (or five (5) weeks for an employee over 45 years of age with at least five (5) years’ continuous service), or payment in lieu of notice.

## ATTACHMENT A – RECOGNITION OF ALLOWANCES FOR PARTICULAR PURPOSES

|  | Counts as salary for superannuation 2 | Counts as salary for overtime | Payable during long service leave | Payable during annual leave | Payable during other paid leave | Reduced during periods of half pay leave (if payable during leave) or part time | Included in salary for calculation of redundancy payment 1 | Included in salary for payment in lieu of termination notice 1 | Included in salary for payment in lieu of annual leave 1 | Included in salary for payment in lieu of long service leave 1 |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Cabinet Liaison Officer Allowance | Yes | No | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Corporate Responsibility Allowance | Yes5 | No | Yes | Yes3 | Yes3 | Yes | No | Yes3 | No | Yes |
| Departmental Liaison Officer Allowance | Yes | No | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Higher Duties Allowance | Yes | Yes | Yes1 | Yes | Yes | Yes6 | Yes2 | Yes | Yes | Yes1,2 |
| Remote Locality Allowance4 | No | No | Yes | Yes | Yes | No | No | Yes | Yes | No |
| Restriction Allowance | Yes | No | No | No | No | No | No | No | No | No |

*1 Employee must be in receipt of the relevant allowance on the last day of service for it to count towards these purposes.*

*2 Employee must have been in receipt of the relevant allowance for a minimum continuous period of 12 months for the allowance to count for this purpose.*

*3 Allowance is only payable during periods of leave up to 20 days. Allowance will cease for periods in excess of 20 days.*

*4 Allowance is only payable during periods of long service leave where the employee remains in the locality or if the employee does not remain in the locality but the employee’s spouse, de facto partner or family remains in the locality during any part of the period that the employee is absent from the locality.*

*5 Corporate Responsibility Allowance will count as salary for superannuation immediately for first aid officers.*

*6 Payment based on working hours.*

## ATTACHMENT B – LEAVE TYPES TO COUNT AS SERVICE (TCAS) STATUS

| **Leave Type** | **Counts as service for Long Service Leave (LSL)7** | **Counts as service for redundancy (severance pay) purpose** | **Counts as service for accrual of annual leave** |
| --- | --- | --- | --- |
| Adoption leave with pay | Yes | Yes | Yes |
| Adoption leave at half pay | Yes1 | Yes1 | Yes1 |
| Adoption leave without pay | No6 | No | No |
| Annual leave | Yes | Yes | Yes |
| Annual leave at half pay | Yes | Yes | Yes |
| Compassionate/ bereavement leave | Yes | Yes | Yes |
| Cultural and ceremonial leave | Yes | Yes | Yes |
| Cultural and ceremonial leave without pay | No6 | Yes | Yes |
| Defence Reserve leave | Yes | Yes | Yes6 |
| Foster care leave and permanent care order leave | Yes1 | Yes1 | Yes1 |
| Foster care leave and permanent care order leave without pay | No6 | No | No |
| Long service leave | Yes | Yes | Yes |
| Long service leave at half pay | Yes | Yes | Yes |
| Maternity leave with pay | Yes | Yes1 | Yes1 |
| Maternity leave at half pay | Yes1 | Yes1 | Yes1 |
| Maternity leave without pay | No4 | No4 | No4 |
| Miscellaneous leave with pay | Yes | Yes | Yes |
| Miscellaneous leave without pay | No3 | No2 3 | No2 3 |
| Personal/Carer’s leave with pay | Yes | Yes | Yes |
| Personal/Carer’s leave without pay | Yes | Yes | Yes |
| Carer's leave without pay | No | No | No |
| Purchased leave | Yes | Yes | Yes |
| Parental leave without pay | No | No | No |
| Supporting partners leave | Yes | Yes | Yes |
| Unauthorised absence | No | No | No |

1. *Counts as service for the first 14 weeks only.*
2. *Miscellaneous leave without pay that is community service leave within the meaning of the FW Act will count as service.*
3. *Unless the leave is agreed by the CEO (delegate) to count as service (conditional on returning to duty).*
4. *Where an employee is ineligible for paid maternity leave the first 14 weeks of their unpaid leave will count as service for all purposes*
5. *Unpaid Defence Reserve leave for the purpose of CFTS does not count as service for the purposes of accruing annual leave*
6. *For periods of unpaid leave (other than for absences on account of illness or in respect of defence service), the CEO (delegate) must make a specific determination that the period of unpaid leave counts for service for long service leave purposes either at the time of approving the period of leave or at a later time.*

## 

## ATTACHMENT C – SUPPORTED WAGE SYSTEM

1. This schedule 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.
2. In this schedule:

**Approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual’s productive capacity within the supported wage system

**Assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**Disability Support Pension** means the Commonwealth Government pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 (Cth), as amended from time to time, or any successor to that scheme

**Relevant minimum wage** means the minimum wage prescribed in this agreement for the class of work for which an employee is engaged

**Supported Wage System** (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the JobAccess website (www.jobaccess.gov.au)

**SWS wage** assessment agreement means the document in the form required by the Department of Social Services that records the employee’s productive capacity and agreed wage rate

**Eligibility criteria**

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

**Supported wage rates**

1. Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

| **Assessed capacity** | **% of prescribed agreement rate** |
| --- | --- |
| 10% | 10% |
| 20% | 20% |
| 30% | 30% |
| 40% | 40% |
| 50% | 50% |
| 60% | 60% |
| 70% | 70% |
| 80% | 80% |
| 90% | 90% |

1. Provided that the minimum amount payable must be not less than the current weekly rate, as determined by the Fair Work Commission.
2. Where an employee’s assessed capacity is 10%; they must receive a high degree of assistance and support.

**Assessment of capacity**

1. For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.
2. Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.
3. Lodgement of SWS wage assessment agreement
4. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.
5. All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

**Review of assessment**

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

**Other terms and conditions of employment**

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

**Workplace adjustment**

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

**Trial Period**

1. In order for an adequate assessment of the employee’s capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
2. 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.
3. The minimum amount payable to the employee during the Trial Period must be no less than the current weekly rate, as determined by the Fair Work Commission.
4. Work trials should include induction or training as appropriate to the job being trialled.
5. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clauses C8 to C12.

## ATTACHMENT D – REMOTE LOCALITIES

**Grade 1**

|  |  |
| --- | --- |
| **State** | **Locality** |
| New South Wales | Broken Hill |
| ​ | Griffith |

**Grade 2**

|  |  |
| --- | --- |
| **State** | **Locality** |
| Queensland | Mossman Gorge |
| ​ | Mount Isa |
| New South Wales | Lake Cargellico |
| Northern Territory | Alice Springs |
| ​ | Amoonguna |
| ​Western Australia | Kalgoorlie |

**Grade 3**

|  |  |
| --- | --- |
| **State** | **Locality** |
| New South Wales | Bourke |
| ​ | Walgett |
| ​ | Wilcannia |
| Northern Territory | Barunga (Bamyili) |
| ​ | Belyuen |
| ​ | Binjari |
| ​ | Gunbalanya |
| ​ | Mount Liebig |
| ​ | Ntaria (Hermannsburg) |
| ​ | Santa Teresa |
| ​ | Titjikala |
| ​ | Wallace Rockhole |
| ​ | Wurrumiyanga |
| Queensland | Hope Vale |
| South Australia | Ceduna |
| Western Australia | Broome |
| ​ | Carnarvon |
| ​ | Karratha |
| ​ | Roebourne |
| ​ | South Hedland |

**Grade 4**

|  |  |
| --- | --- |
| **State** | **Locality** |
| Northern Territory | Ali Curung |
| ​ | Alpurrurulam |
| ​ | Ampilatwatja |
| ​ | Angurugu |
| ​ | Areyonga |
| ​ | Atitjere (Harts Range) |
| ​ | Beswick |
| ​ | Borroloola |
| ​ | Bulla (Timber Creek) |
| ​ | Bulman (Weemol) |
| ​ | Canteen Creek |
| ​ | Daguragu |
| ​ | Engwala |
| ​ | ​Elliott |
| ​ | Finke |
| ​ | Galiwinku |
| ​ | Gapuwiyak |
| ​ | Gunyangara |
| ​ | Haasts Bluff |
| ​ | Imanpa |
| ​ | Jilkminggan |
| ​ | Kaltukatjara |
| ​ | Katherine |
| ​ | Kintore |
| ​ | Lajamanu |
| ​ | Maningrida |
| ​ | Milikapiti |
| ​ | Milingimbi |
| ​ | Miniyerri |
| ​ | Minjilang |
| ​ | Mutitjulu |
| ​ | Nauiyu (Daly River) |
| ​ | Ngukurr |
| ​ | Nhulunbuy |
| ​ | Numbulwar |
| ​ | Palumpa |
| ​ | Papunya |
| ​ | Peppimenarti |
| ​ | Pigeon Hole |
| ​ | Pirlangimpi |
| ​ | Ramingining |
| ​ | Rittarangu |
| ​ | Robinson River |
| ​ | Tennant Creek |
| ​ | Ti Tree |
| ​ | Umbakumba |
| ​ | Utopa Homestead |
| ​ | Wadeye |
| ​ | Warruwi |
| ​ | Willowra |
| ​ | Wutungurra |
| ​ | Yarralin |
| ​ | Yirrkala |
| ​ | Yuelamu |
| ​ | Yuendumu |
| South Australia | Amata |
| ​ | Mimili |
| ​ | Umuwa |
| Queensland | Aurukun |
| ​ | Coen |
| ​ | Doomadgee |
| ​ | Mornington Island |
| ​ | Thursday Island |
| Western Australia | Beagle Bay |
| ​ | Derby |
| ​ | Fitzroy Crossing |
| ​ | Halls Creek |
| ​ | Kununurra |
| ​ | Meekatharra |
| ​ | Wiluna |