

**NATIONAL FILM AND SOUND ARCHIVE  
COLLECTIVE AGREEMENT  
2009-2012**

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**Formal Acceptance**

By signing below the parties to this Agreement signify their agreement to its terms:

\_\_\_\_\_

For and on behalf of the National Film and Sound Archive

Date: .....

\_\_\_\_\_

For and on behalf of the Community and Public Sector Union

Date: .....

\_\_\_\_\_

For and on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union

Date: .....

\_\_\_\_\_

For and on behalf of the Media, Entertainment and Arts Alliance

Date: .....

## **PART A PURPOSE AND SCOPE OF AGREEMENT**

### **A1 TITLE**

A1.1 This Agreement will be known as the *National Film and Sound Archive Collective Agreement 2009-2012*.

### **A2 PURPOSE**

A2.1 The purpose of this Agreement is two-fold:

- (a) to establish the terms and conditions of employment for National Film and Sound Archive (**NFSA**) employees covered by this Agreement; and
- (b) to further improve productivity, efficiency and flexibility in the NFSA and to share the benefits achieved through this Agreement among employees, the NFSA and the Australian community, including the film, sound, television and interactive media communities.

### **A3 PARTIES TO THE AGREEMENT**

A3.1 In accordance with section 351 of the WR Act, this Agreement binds:

- (a) the Chief Executive Officer (**CEO**) of the NFSA;
- (b) the Community and Public Sector Union (**CPSU**);
- (c) the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (**AFMEPKIU**); and
- (d) the Media, Entertainment and Arts Alliance (**MEAA**).

A3.2 This Agreement applies to all employees of the NFSA employed under the *Public Service Act 1999 (PS Act)*, with the exception of members of the Senior Executive Service.

### **A4 DURATION**

A4.1 This Agreement comes into operation seven days after the date the Workplace Authority Director issues a notice indicating that this Agreement passes the no-disadvantage test, and nominally expires 36 months after that date.

### **A5 NO EXTRA CLAIMS**

A5.1 The parties to this Agreement agree that prior to the nominal expiry date of this Agreement, the parties will not pursue or make any further claims in respect of improvements in terms and conditions of employment that exist for the term of the Agreement, except where such claims are consistent with the terms of this Agreement.

### **A6 IMPLEMENTATION**

A6.1 The CEO may Delegate any or all of their powers or functions under this Agreement and may do so subject to conditions.

- A6.2 The operation of this Agreement is supported by NFSA policies, procedures, and guidelines. If there is any inconsistency between a policy, procedure or guideline and the terms of this Agreement, the terms of this Agreement will prevail.
- A6.3 The policies and procedures will be consistent with the substantive rights and entitlements of employees under this Agreement, and will include guidelines for the fair and efficient administration of employment matters consistent with the objectives of this Agreement.
- A6.4 Policies, procedures and guidelines which support the operation of this Agreement may be made or varied from time to time following consultation with the parties to the Agreement and will apply in the form they are in as at the time of any relevant action/decision.

## **A7 FLEXIBILITY CLAUSE**

- A7.1 Without limiting section 24(1) of the PS Act, the NFSA and an individual employee may, from time to time, make an individual flexibility arrangement, which meets the genuine needs of the employee without disadvantaging the employee. An individual flexibility arrangement may supplement, but must not reduce the beneficial effect to the employee of, any terms or condition set out in this Agreement.
- A7.2 An individual flexibility arrangement between the NFSA and the individual employee must:
- (a) be in writing and signed by the NFSA and the employee (and, where the employee is less than 18 years old, by the employee's parent/guardian);
  - (b) set out each term of this Agreement that the NFSA and the employee have agreed to supplement;
  - (c) detail how each term has been supplemented; and
  - (d) specify the date the agreement commences to operate.
- A7.3 An individual flexibility arrangement made between the NFSA and an individual employee under this clause A7 may be terminated:
- (a) by the NFSA or the employee giving 28 days' written notice of termination; or
  - (b) at any time, by written agreement between the NFSA and the employee.

## **A8 DEFINITIONS AND INTERPRETATION**

- A8.1 In this Agreement, the terms below have the following meanings:

**"Agreement"** means the National Film and Sound Archive Collective Agreement 2009-2012;

**"AIRC"** means the Australian Industrial Relations Commission (or any replacement body);

**"APS"** means the Australian Public Service;

**"Casual Employee"** means a non-ongoing employee who is engaged under section 22(2)(c) of the PS Act to perform irregular or intermittent duties.

**"CEO"** means a person charged with carrying out the functions and responsibilities of the Chief Executive Officer of the NFSA and includes any person with the appropriate delegation;

**"Consultation"** means informed participation, an opportunity to contribute to the decision making process prior to the decision being made, and providing feedback on that contribution;

**“Delegate”** means an employee authorised by the NFSA to be a Delegate of the CEO to undertake or approve a specific function (and as defined by the NFSA Human Resource Delegations) under an authorisation made pursuant to s 21(4) of the *National Film and Sound Archive Act 2008* ;

**“Employee”** and **“staff”** means an employee covered by this Agreement and unless otherwise stated includes ongoing and non-ongoing employees;

**“Family”** means:

- (a) any person who is related to the employee by blood (child, sibling, grandparent), marriage (including de facto relationships), adoption, fostering or traditional kinship; or
- (b) any person who stands in a bona fide domestic or household relationship with the employee,

without discrimination as to sexual orientation;

**“LSL Act”** means the *Long Service Leave (Commonwealth Employees) Act 1976*;

**“Manager”** means an employee who has managerial and/or supervisory responsibilities;

**“NAIDOC”** means the National Aboriginal and Indigenous Day of Celebration;

**“NFSA”** means the National Film and Sound Archive;

**“Non-ongoing employee”** means an employee who is engaged:

- (a) under section 22(2)(b) of the PS Act for a specified term or for the duration of a specified task; or
- (b) a Casual Employee.

**“Ongoing employee”** means an employee who is engaged under section 22(2)(a) of the PS Act as a full time or part time employee;

**“PS Act”** means the *Public Service Act 1999*;

**“Salary”** means the employee's rate of salary/pay in accordance with the salary/pay rates at Attachment A, and will be salary for all purposes. Specifically, where salary sacrifice arrangements are in place, the salary for superannuation purposes, severance and termination payments will be determined as if the salary sacrifice arrangement had not been entered into;

**“SES”** means the Senior Executive Service and consists of SES employees as defined in section 34 of the PS Act;

**“Shift work”** means rostered duty;

**“Shiftworker”** means an employee rostered to perform shift work;

**“Supervisor”** means the employee, including a manager, who is responsible for directing the work of another employee;

**“Unions”** means the Community and Public Sector Union (**CPSU**), the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (**AFMEPKIU**) and the Media, Entertainment and Arts Alliance (**MEAA**);

**“WCC”** means the Workplace Consultative Committee; and

**"WR Act"** means the *Workplace Relations Act 1996*.

A8.2 Unless otherwise specified, a reference to legislation is to that legislation as amended, re-enacted or replaced from time to time and includes subordinate legislation.

## **PART B EMPLOYMENT FRAMEWORK**

### **B1 PUBLIC SECTOR EMPLOYMENT**

B1.1 The parties acknowledge that various Commonwealth Acts (and regulations and instruments made under those Acts) may apply to the employee's employment with the NFSA, including, but not limited to, the:

- (a) *Administrative Decisions (Judicial Review) Act 1977;*
- (b) *Long Service Leave (Commonwealth Employees) Act 1976;*
- (c) *Maternity Leave (Commonwealth Employees) Act 1973;*
- (d) *Occupational Health and Safety Act 1991;*
- (e) *Public Service Act 1999;*
- (f) *Safety, Rehabilitation and Compensation Act 1988;*
- (g) *Superannuation Act 1976;*
- (h) *Superannuation Act 1990;*
- (i) *Superannuation Benefits (Supervisory Mechanisms) Act 1990;*
- (j) *Superannuation (Productivity Benefit) Act 1988;*
- (k) *Superannuation Guarantee (Administration) Act 1992;* and
- (l) *Workplace Relations Act 1996.*

### **B2 APS VALUES AND CODE OF CONDUCT**

B2.1 The PS Act requires all employees of the NFSA to uphold the APS Values set out in section 10 and comply with the Code of Conduct set out in section 13 of the PS Act.

### **B3 MISCONDUCT**

B3.1 The Chief Executive Officer of the NFSA has established procedures for determining whether an NFSA employee has breached the APS Code of Conduct.

### **B4 REVIEW OF ACTIONS**

B4.1 Section 33 of the PS Act entitles APS employees, including NFSA employees, to review of certain APS actions that relate to the employee's employment.

### **B5 RECRUITMENT AND SELECTION**

B5.1 The PS Act requires the NFSA to uphold the principles of merit and equity in recruiting and selecting employees.

B5.2 The ***NFSA Recruitment and Selection Policy and Guidelines*** set out the procedures for advertising and filling job vacancies.

B5.3 The NFSA may fill a position, prior to advertising, by reassigning the duties of an ongoing employee at the same level or through the broadbanding process set out in clause C2.

- B5.4 Excess employees will be considered for vacancies prior to any decision to advertise a position or fill the position through broadbanding.
- B5.5 The requirements for advertising vacancies will include the following:
- (a) for ongoing positions, the vacancy will be advertised internally and in the *APS Employment Gazette* and, as appropriate, externally through the media and/or recruitment agencies and web sites;
  - (b) for non-ongoing positions of more than six months' duration, the vacancy will be advertised internally and, as appropriate, in the *APS Employment Gazette*, through the media and/or recruitment agencies and web sites;
  - (c) for higher duties vacancies of more than 2 months' duration, and temporary filling of newly created positions, the Delegate will seek expressions of interest from existing employees. For other non-ongoing vacancies of less than six months, the supervisor may choose one of the processes set out in the NFSA Recruitment and Selection Policy and Guidelines.
- B5.6 The NFSA will conduct a competitive merit selection process in accordance with section 10(2) of the PS Act for all non-ongoing vacancies of more than 6 months duration.

## **B6 PROBATION**

- B6.1 Ongoing employees and non-ongoing employees engaged for a period of more than three months, will be subject to a probation period. The usual period will be three months. A longer period of up to six months may be set prior to commencement of employment taking into account the work level requirements of the job the employee will be undertaking.
- B6.2 Employees who are required to undergo a period of probation will be advised in writing prior to commencement of the probation period that will apply.
- B6.3 The Delegate may waive the probation period having regard to an employee's work background or other relevant matters, including where the person to be engaged was employed by the NFSA for at least six months within the previous two years at the same or higher level and the person's conduct and work performance were formally assessed as "Meets Expectations" (or better) during that period.
- B6.4 Employees on probation will be required to have an Individual Work Plan within one month of commencing employment.
- B6.5 The probation period may be extended after the commencement of employment to a maximum period of six months in total:
- (a) where a supervisor has identified an issue relating to the employee's conduct or performance and the Delegate considers that the probation period should be extended to provide the employee with an opportunity to address the concerns; or
  - (b) to reflect any periods of approved leave taken by the employee during the probation period.

- B6.6 If, during the probation period, the Delegate determines that an employee's conduct or work performance is unsatisfactory, the Delegate may terminate the employee's employment by giving two weeks' written notice or payment in lieu of notice.
- B6.7 Prior to terminating an employee's employment, the Delegate will give the employee written reasons for the termination of the employee's employment.
- B6.8 Unless the NFSA considers there are exceptional circumstances, the NFSA will provide the employee with an opportunity to respond at a meeting. The meeting will be held within ten working days or within such other period as the Delegate and the employee may agree. The probationary employee will be given the opportunity to have a representative at the meeting. If the employee wishes to have such representation, the meeting will not be held until the representative is present.
- B6.9 Clauses K1 (Performance and Development) and L2 (Retirement, Redeployment and Redundancy) do not apply to probationary employees.

## **PART C CLASSIFICATION STRUCTURE**

### **C1 CLASSIFICATIONS**

C1.1 All NFSA jobs are classified in accordance with NFSA work level standards into an 8-level structure (APS Levels 1-6 and Executive Levels 1-2).

### **C2 BROADBANDING**

C2.1 Broadbanding does not replace the principle of merit selection set out in the PS Act.

C2.2 Broadbanding arrangements apply only to ongoing employees at the APS 1 to 3 classification levels. Broadbanding arrangements do not apply to non-ongoing employees or Casual Employees.

C2.3 Broadbanding will be implemented in accordance with the following provisions:

- (a) advancement within a broadband is based on the performance of the employee and the needs of the NFSA;
- (b) an employee who is at the maximum salary point of their level and is rated as "Meets Expectations" or higher in accordance with clause K3 may be advanced to the next level within the broadband provided that:
  - (i) the Delegate has identified that work is required to be performed at a higher classification level having regard to the NFSA's work level standards;
  - (ii) the Delegate has assessed that the employee has demonstrated the ability and skills to undertake work at the higher classification level;
  - (iii) the employee has met the requirements of his or her job, including (but not limited to) achieving a rating of "Meets Expectations" or higher in the employee's most recent performance appraisal; and
  - (iv) the Delegate has approved the employee's advancement;
- (c) where more than one employee satisfies the requirements of clause C2.3(b), but there is insufficient ongoing work available for all such employees, the relevant Delegate will conduct a merit selection process to determine advancement. Both the process and determination will be subject to approval by the Delegate;
- (d) where an employee at the maximum salary point within their classification level is advanced to the next level within the broadband, in accordance with the provisions of this clause C2, the employee will be automatically reclassified to the relevant APS classification level; and
- (e) the Delegate may determine that a job within a broadband will be advertised in the NFSA, in the *APS Employment Gazette* or more widely, or that the job is undertaken on a temporary assignment basis, or may decide not to proceed with advancement or selection.

C2.4 The NFSA commits to investigating the potential benefits of extending broadbanding to positions at other levels over the life of this Agreement.

## **PART D SALARY**

### **D1 SALARY INCREASES**

D1.1 Employees will receive salary increases as follows:

- (a) an increase of 4.0% which takes effect from the first full pay period after this Agreement commences operation;
- (b) a second increase of 4.0% which will take effect from the first full pay period after the first anniversary of this Agreement commencing operation; and
- (c) a third increase of 3.5% which will take effect from the first full pay period after the second anniversary of this Agreement commencing operation.

### **D2 SALARY RATES**

D2.1 The rates of pay are indicated in **Attachments A and B**.

### **D3 PAYMENT OF SALARY**

D3.1 Employees will be paid fortnightly, and the fortnightly rate of salary will be based on the following formula:

$$\text{Annual Salary} \times (12 / 313) \times (\text{Hours of duty per fortnight} / 73.5)$$

D3.2 Employees will have their fortnightly salary deposited into a financial institution account of their choice.

### **D4 SUPERANNUATION**

D4.1 The NFSA's default superannuation fund will be the PSSap. The employer contribution for PSSap will be based on the employee's fortnightly contribution salary. Where an employee exercises superannuation choice to a fund other than PSSap, the NFSA will provide an employer contribution equivalent to that applying to membership of the PSSap (set at 15.4% on commencement of this Agreement).

### **D5 CHRISTMAS BONUS**

D5.1 Eligible employees will be paid a bonus payment of \$650 (gross) at the following times during the term of this Agreement:

- (a) the first full pay period in December 2009;
- (b) the first full pay period in December 2010; and
- (c) the first full pay period in December 2011.

D5.2 An employee is only eligible to be paid the bonus payment if, at the time the bonus payment becomes payable, the employee:

- (a) is an ongoing employee or a non-ongoing employee employed for a fixed term or for the duration of a specified task; and
- (b) has been employed by the NFSA for a continuous period of at least six months.

D5.3 Employees who have been employed for more than 6 months, but less than 12 months, will be paid a pro rata amount based on the number of completed months they have been employed at the time the bonus is payable under section D5.1.

D5.4 Part-time employees will be paid a pro rata bonus payment calculated on the basis of the employee's standard hours of work at the time the bonus payment becomes payable.

## **D6 SALARY PACKAGING**

D6.1 Employees (other than non-ongoing employees or casuals) may elect to salary package up to 100 percent of their annual salary. The **Salary Packaging Policy** provides details on how salary packaging is to be administered.

D6.2 The NFSA will facilitate salary packaging on the basis that:

- (a) salary packaging arrangements are at no cost to the NFSA;
- (b) employees are responsible for obtaining their own financial advice prior to entering into salary packaging arrangements; and
- (c) the applicable salary point relating to an employee (as set out in **Attachment A**) will be the employee's salary for all purposes, including for superannuation purposes.

## **D7 SALARY ON COMMENCEMENT**

D7.1 Upon commencement of employment, an employee's salary will normally be set at the minimum salary point for the employee's classification level. The Delegate may determine that an employee's salary will be set at higher salary point within the employee's classification level having regard to the experience, qualifications and skills of the employee and his/her likely contribution to meeting the NFSA's objectives.

D7.2 At the discretion of the Delegate, an employee moving to the NFSA whose salary in their previous Commonwealth or ACT agency or authority (**current salary**) exceeds the rate the employee would otherwise be paid under this Agreement, may have their current salary maintained until such time as their salary is absorbed by salary increases under this Agreement.

D7.3 Where, at the time of commencement, an employee's salary is set at an incorrect salary point, the Delegate may authorise the payment of the employee's salary at the correct salary point. The employee must not be disadvantaged by any salary adjustments.

## **D8 SALARY AT A LOWER CLASSIFICATION**

D8.1 Where an employee agrees, in writing, to temporarily perform work at a lower classification level, the Delegate may determine that the employee shall be paid a rate of salary applicable to the lower classification level.

## **D9 APS GRADUATES**

D9.1 Upon commencement as a graduate employee, the CEO will determine a salary point within the APS Level 2 classification to apply to the employee during his or her course of training. When the Delegate is satisfied that the employee has completed his or her course of training, the employee will be advanced to the minimum salary point in the APS Level 3 classification.

## **D10 SALARY ADVANCEMENT**

D10.1 An employee who is not at the maximum salary point within their classification level will advance to the next salary point within their classification level if the employee has:

- (a) satisfactorily completed his or her probationary period;
- (b) participated in the Performance Management and Development Scheme (**PMDS**);

- (c) met the requirements of his or her job, including (but not limited to) achieving a rating of "Meets Expectations" or higher in the employee's most recent performance appraisal; and
- (d) has performed duties at his or her current classification level for a period of at least 6 months, as at 31 July each year.

D10.2 Salary advancement will take effect from the first full pay period after 1 August each year.

## **D11 SALARY ON PROMOTION**

D11.1 Where an employee is promoted to a higher classification level, the employee will be paid at the minimum salary point for that classification level. The Delegate may authorise payment of salary above the minimum salary point, having regard to the individual's experience, qualifications and skills and previous performance of duties at or above the higher classification level.

## **D12 JUNIOR RATES**

D12.1 Employees who are younger than 21 years of age and are employed at the APS 1 classification level will be paid an annual salary calculated, to the nearest dollar, by applying the percentages specified below to the minimum annual salary for the APS 1 classification level.

- |     |          |     |
|-----|----------|-----|
| (a) | Under 18 | 60% |
| (b) | At 18    | 70% |
| (c) | At 19    | 81% |
| (d) | At 20    | 91% |

## **D13 APS CADETS**

D13.1 An employee engaged as an APS cadet will undertake a course of study as required.

D13.2 Cadets will receive 100% of the minimum APS Level 1 rate of pay if undertaking practical training and 57% of that rate if undertaking full-time study, or the relevant junior rate of pay, as set out in **Attachment B**.

D13.3 Cadets are also entitled to the following payments:

- (a) book and equipment allowance of up to \$500 per academic year;
- (b) reimbursement of all compulsory course fees and costs up to \$500 per academic year;
- (c) payment or reimbursement of HECS-HELP fees;
- (d) payment of cost of travel between the permanent home address of the cadet and the location of the approved tertiary institution at the commencement and completion of the academic year; and
- (e) payment of the cost of one return journey to and from the permanent home address and the location of the approved tertiary institution during the academic year where the cadet is studying for more than one semester.

D13.4 When the Delegate is satisfied that the course of study has been completed successfully, the cadet will be advanced to the minimum salary point of the APS Level 3 classification.

#### **D14 NEW APPRENTICESHIPS AND TRAINEES**

- D14.1 The Delegate will determine the pay rate applying to an employee undertaking an approved traineeship in accordance with the WR Act.
- D14.2 When the Delegate is satisfied that the employee has completed his or her course of training, the employee will be advanced to the minimum salary point in the APS Level 1 classification. Clause D12 may affect the minimum salary point which applies to the employee.

#### **D15 SUPPORTED WAGE SYSTEM**

- D15.1 Supported salary rates will apply to an employee with a disability who meets the impairment criteria test for a Disability Support Pension and is eligible for consideration under the supported wage system in accordance with the guidelines and assessment process, as administered by the relevant Federal agency, and as amended or replaced from time to time. This clause D15 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 legislation relating to the rehabilitation of employees who are injured in the course of employment.
- D15.2 The Delegate will determine the pay rate applying to an employee employed under the Supported Wage System on the basis of the employee's assessed capacity, provided that the minimum amount will not be less than the minimum prescribed rate set by the Australian Fair Pay Commission, or its successor agency.
- D15.3 NFSA will lodge agreed Assessment Instruments with the Industrial Registrar, AIRC.
- D15.4 Reviews of assessment of an employee's productive capacity will be conducted annually or earlier in accordance with the Supported Wage System.

## **PART E ALLOWANCES**

### **E1 GENERAL**

E1.1 Unless otherwise stated in this Part E, allowances will:

- (a) be reduced on a pro rata basis during periods of leave taken at less than full pay;
- (b) be paid to part-time employees on a pro rata basis; and not count as salary for superannuation purposes.

### **E2 HIGHER DUTIES ALLOWANCE**

E2.1 Where an employee undertakes duties at a higher classification level than their usual position for either:

- (a) 6 consecutive working days or more; or
- (b) a cumulative total of 10 working days in any 4 week period,

the employee will be paid a higher duties allowance (**HDA**) calculated in accordance with clause E2.6 for each day the employee performs higher duties.

E2.2 Where an employee is on higher duties for less than 6 days, and the period is extended beyond 6 days, they will be paid HDA for the full period.

E2.3 In exceptional circumstances, the Delegate may at his or her discretion, approve the payment of HDA to an employee who performs higher duties for a period of less than 6 working days. These exceptional circumstances include, but are not limited to:

- (a) the Delegate has determined that the employee will be carrying out the full range of duties and is fully competent to do so;
- (b) the job is more than one classification level above the employee's substantive classification; or
- (c) the job is in a different work area to the employee's usual work area.

E2.4 The Delegate may also approve payment of HDA to a part-time employee who performs higher duties for 6 or more consecutive days on which the employee would ordinarily perform duties. The Delegate will approve in advance the scope of the high duties to be undertaken, the work pattern and the period in which the employee will perform the higher duties.

E2.5 Subject to clauses E2.1 and E2.2, where an employee is directed to temporarily perform part of the duties of a higher position, the employee is entitled to partial higher duties allowance.

E2.6 Subject to clause E2.7, unless otherwise approved by the Delegate, the HDA will be an amount equal to the difference between the employee's rate of pay at the employee's substantive classification level and the rate of pay at the minimum salary point for the higher classification level. The Delegate may, at his or her discretion, set higher duties allowance at a higher salary point within the higher classification level, having regard to the employee's previous experience in performing duties at that classification level.

E2.7 If, as at 31 July in any year during the term of this Agreement, an employee has been paid HDA for a continuous period of nine months or longer, and meets the requirements of the position in which the employee is performing higher duties, including (but not limited to) achieving a rating of "Meets Expectations" or higher in the performance appraisal at that time, the Delegate will increase the HDA payable to the employee to the next salary point in the classification level at which the employee is performing higher duties. The increase to HDA will take effect on and

from 1 August. To avoid doubt, this clause E2.7 does not affect salary advancement at the employee's substantive classification level (see clause D10).

- E2.8 HDA is payable in respect of any public holiday or period of approved leave that falls during the period the employee is performing higher duties.
- E2.9 Where a non-SES employee acts in an SES position for a period of 6 consecutive working days or more, the employee will be entitled to additional remuneration as determined by the CEO.
- E2.10 HDA may count as salary for superannuation purposes in accordance with superannuation legislation.

### **E3 SHIFT ALLOWANCE**

- E3.1 Employees, including non-ongoing employees, who are required to perform duty as shift workers (i.e. those subject to a roster) will be entitled to be paid prescribed shift penalty payments.
- E3.2 Shift allowance is paid in addition to the ordinary rate of pay payable to an employee in respect of hours worked by the employee. Shift allowance is not payable in respect of overtime hours (see clause G6 in relation to payment for overtime hours).
- E3.3 Shift allowance will be paid in addition to the ordinary rate of pay for rostered shifts in accordance with the rates in Attachment C.
- E3.4 Shiftwork allowance and any other benefits (if applicable) will be payable fortnightly and will count as salary for all purposes including for superannuation. One-off additional payments will not count as salary for any purpose.
- E3.5 Shift allowance is payable during periods of annual leave, personal/carer's leave and other leave as approved by the Delegate where the employee would otherwise be working to a shift roster. Shift allowance is not payable during periods of long service leave, or other long term leave.

### **E4 WORKPLACE SUPPORT ALLOWANCE**

- E4.1 An employee who is undertaking one or more of the following roles will be paid a workplace support allowance of \$20.00 per fortnight:
  - (a) Health and Safety Representative (HSR) or Deputy HSR;
  - (b) First Aid Officer;
  - (c) Harassment Contact Officer;
  - (d) House Fire Warden;
  - (e) Floor Warden; or
  - (f) Area Warden.
- E4.2 Workplace support allowance will be paid to an employee with effect from the first full pay period after the later of:

- (a) the employee provides documentary evidence that the employee possesses the necessary skills and qualifications (e.g. a first aid certificate) for the role referred to in clause E4.1; and
- (b) the employee commences the role referred to in clause E4.1.

E4.3 An employee will not be paid more than one workplace support allowance under clause E4.1.

E4.4 This allowance will cease should the employee:

- (a) no longer perform the functions of the role; or
- (b) be on any period of leave for more than 30 calendar days.

E4.5 This allowance will count as salary for superannuation purposes.

#### **E5 PERSONAL PROTECTIVE EQUIPMENT DISABILITY ALLOWANCE**

E5.1 An employee required to wear specific Personal Protective Equipment (PPE) while handling chemicals in the Australian Dangerous Goods Classes of 8 Corrosives and 6 Poisonous (Toxic) as part of their regular duties will be paid a Personal Protective Equipment Disability Allowance of \$20.00 per fortnight.

E5.2 The PPE will comprise gauntlets, rubber apron, face shield, boots, airwash mask, Tyvek bodysuit, two canister respirators and self contained breathing apparatus.

E5.3 This allowance will cease should the employee:

- (a) no longer perform the functions of the role; or
- (b) be on any period of leave for more than 30 calendar days.

E5.4 This allowance will not count as salary for any purpose.

#### **E6 OVERTIME MEAL ALLOWANCE**

E6.1 An employee at the APS 1 to 6 classification level who works approved overtime will be paid a meal allowance provided that:

- (a) the overtime is for a continuous period of at least two hours and includes a meal period;
- (b) the overtime is for a period of at least two hours and during that period the employee breaks for a meal and is not paid for that break; or
- (c) the overtime is for a continuous period of five hours.

E6.2 For the purpose of clause E6.1:

- (a) the "meal allowance" will be the amount published from time to time by the Australian Taxation Commissioner in the Commissioner's ruling on reasonable travel and meal allowance expense amounts as the reasonable amount for overtime meal expenses; and
- (b) a "meal period" is a period of overtime of 30 minutes or longer worked between:
  - (i) 7.00 am to 9.00 am;
  - (ii) 12 noon to 2.00pm;

(iii) 6.00pm to 7.00pm; or

(iv) midnight to 1.00am.

## **E7 TRAVEL ALLOWANCE**

E7.1 Employees who are required to travel either domestically or overseas on official business will be paid a travel allowance. The ***Travel Policy*** provides further details on how travel allowance is to be administered.

E7.2 The domestic travel allowance will be the daily amount published from time to time by the Australian Taxation Commissioner in the Commissioner's ruling on reasonable travel and meal allowance expense amounts as the reasonable amount for daily travel allowance expenses, according to the employee's salary level and destination.

E7.3 The overseas travel allowance will be the daily amount published from time to time by the Australian Taxation Commissioner as the reasonable amount for this purpose.

E7.4 An employee who combines work in the interest of the NFSA and private travel must receive the Delegate's prior written approval to do so. Financial support, if any, provided by the NFSA will be agreed at that time.

E7.5 An employee travelling overseas for official duties will be entitled to a rest break between travel and work in certain circumstances, as specified in the NFSA policy on overseas travel.

## **E8 OTHER ALLOWANCES**

E8.1 The Delegate may, from time to time, approve the payment of other allowances.

## **PART F REIMBURSEMENTS**

### **F1 GENERAL**

- F1.1 Reimbursements do not count as salary for any purpose.
- F1.2 The Delegate has the discretion to reimburse an employee who is financially out of pocket by virtue of their employment.
- F1.3 If requested by the NFSA, an employee must provide reasonable documentary evidence, including receipts and other information specified in this Agreement, in support of a claim for reimbursement under this Part F.

### **F2 USE OF PRIVATE MOTOR VEHICLE**

- F2.1 The NFSA will generally not request an employee to use their private motor vehicle for work purposes.
- F2.2 Where, on request by the NFSA, an employee uses his or her private vehicle for work purposes, the employee will be paid the amount per kilometre travelled as specified in Part 2 of Schedule 1 of the *Income Tax Assessment Regulations 1997*. The employee will only be eligible for payment under this clause F2.2 where the employee has provided the NFSA with reasonable documentary evidence of the number of kilometres travelled by the employee (e.g. a log book) and the engine capacity of the employee's private motor vehicle.
- F2.3 The employee is responsible for ensuring that:
- (a) any private motor vehicle used by the employee for work purposes is registered, insured and roadworthy; and
  - (b) the employee is licensed to drive that motor vehicle.

### **F3 REIMBURSEMENT FOR LOSS OF AND DAMAGE TO CLOTHING**

- F3.1 The Delegate may, at their discretion, reimburse to an employee the reasonable costs for the loss of, or damage to, clothing or personal effects, which occurs in the course of their employment. The ***Reimbursement for Loss or Damage to Clothing and Personal Effects Policy*** provides further details on how reimbursements under this clause F1 are to be administered.

### **F4 REIMBURSEMENT FOR SPECIFIED PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT**

- F4.1 The NFSA will provide employees with any protective clothing and equipment necessary to perform their duties, as listed in the ***Personal Protective Equipment Policy***. Where an employee requires an item which is not listed in the ***Personal Protective Equipment Policy*** to perform his or her duties, the NFSA will reimburse the employee for the cost of purchasing that item provided the employee has obtained the Delegate's prior written approval to purchase the item.

### **F5 CHILD AND DEPENDANT CARE SUPPORT**

- F5.1 Where an employee is required to work or to travel outside their normal pattern of hours (other than an employee who is paid on call allowance under clause G8), the NFSA will reimburse the employee for the net child care costs reasonably incurred by the employee in respect of the period the employee is required to work. Employees must provide reasonable documentary evidence in support of a claim for reimbursement under this clause F5, including receipts and details of any government subsidy or rebate paid (or payable) to the employee in respect of the child care.

- F5.2 Where an ongoing employee has an application for leave during school holidays denied, or has approved leave during school holidays cancelled because of operational requirements, the NFSA will reimburse up to \$40 (including GST) per child per day of the net costs paid by the employee for each of the employee's school-aged children to attend approved or registered care during the school holiday period.
- F5.3 The NFSA will reimburse, in full, reasonable costs of child care during school holidays where an employee is required to return from approved leave early because of NFSA operational requirements.
- F5.4 Other than in exceptional circumstances determined by the Delegate, the NFSA will only reimburse employees under clause F5.2 or F5.3 in respect of days when the employee is at work.

## **F6 MEDICAL AIDES**

F6.1 Employees who are required, as part of their duties, to perform:

- (a) tasks involving screen based equipment; and/or
- (b) work tasks which require particular visual or aural acuity not normally required for general tasks,

are entitled to reimbursement in accordance with clause F6.2 or F6.3 (as applicable).

F6.2 Where an employee provides reasonable documentary evidence that the employee requires a visual aide to perform the tasks described in clause F6.1, the NFSA will reimburse the employee for the receipted costs to a maximum of:

- (a) \$200 (inclusive of GST) for single vision spectacles or lenses; and
- (b) up to \$260 (inclusive of GST) for bifocal or multifocal vision spectacles or lenses,

or such higher amount approved by the Delegate at his or her discretion.

F6.3 Where an employee provides reasonable documentary evidence that the employee requires a hearing aide to perform the tasks described in clause F6.1, the NFSA will reimburse the employee for the reasonable net costs of the hearing aide(s) up to a maximum of 50 percent of the cost of the hearing aide(s) or such higher amount approved by the Delegate at his or her discretion.

F6.4 The **Screen Based Work Policy** and **Personal Protective Equipment Policy** provide details in relation to how the reimbursements are to be administered.

## **F7 TEMPORARY RELOCATION ASSISTANCE**

F7.1 Where an employee is required to work between key locations for a period between 5 working days and 6 months, the Delegate will, after consultation with the employee, approve assistance to meet the reasonable additional costs incurred by the employee as a result of being temporarily relocated.

F7.2 The package of assistance will take account of the following elements where they are applicable:

- (a) reimbursement or payment of reasonable temporary accommodation costs at the new location;
- (b) reimbursement or payment of reasonable transport and removal costs to and from the new location; and

(c) reimbursement or payment of reasonable costs to store household furniture.

F7.3 The employee may be accompanied or represented by a person of their choice during consultations in relation to the provision of assistance under this clause F7.

F7.4 The Delegate may, in his or her discretion, approve payment of temporary relocation assistance to an employee who temporarily works in another geographic location at his or her request.

## **F8 ASSISTANCE FOR LONG TERM RELOCATION**

F8.1 Where an existing employee relocates for employment purposes, the NFSA will consult with the employee and, where appropriate, negotiate an agreed package to meet the reasonable costs associated with relocation of the employee and his or her dependants.

F8.2 The agreed package of assistance will take account of the following elements where they are applicable:

(a) reimbursement or payment of reasonable temporary accommodation costs at the new location;

(b) reimbursement or payment of reasonable transport and removal costs to and from the new location;

(c) reimbursement of reasonable costs associated with the sale of and purchase of a home;

(d) reimbursement of reasonable costs associated with the moving of pets; and

(e) reimbursement of reasonable costs incurred in avoiding serious disruption to the final two years of the employee's, or child's/children's education.

F8.3 The NFSA will negotiate, on an individual basis and prior to relocation, the extent of any financial assistance to be provided where a new employee is the successful applicant for a job that involves relocation or where an existing employee seeks a job at level that involves relocation.

F8.4 The employee may be accompanied or represented by a person of their choice during negotiations in relation to the provision of assistance under this clause F8.

## **PART G HOURS OF WORK**

### **G1 WORKING HOURS**

- G1.1 The standard hours of work for full-time employees will be 7 hours and 21 minutes per day from 8.30 am to 12.30 pm and 1.30 pm to 4.51 pm, and 36.75 hours per week Monday to Friday.
- G1.2 Subject to clauses G1.4 and G4.7, employees may work ordinary hours between 7.00am and 7.00 pm, Monday to Friday. For part-time employees, ordinary hours of duty are those agreed in their employment contract or part-time work agreement. These hours operate for the purposes of leave accrual and deductions for authorised absences.
- G1.3 The normal pattern of hours which an employee works is to be agreed between the employee and his or her supervisor, consistent with operational requirements and the need for the employee to be able to balance their work and private life.
- G1.4 An employee may request to work a normal pattern of hours which includes work hours outside of 7.00am to 7.00pm, Monday to Friday. Such arrangements must be agreed in writing between the employee and his or her supervisor in accordance with clause G1.3. The NFSA may take into account security and OH&S issues and the impact on clients and other employees in deciding whether to agree to such arrangements. Any hours worked as part of an employee's normal pattern of hours will be treated as standard hours and will not attract overtime rates. This provision is intended to provide an opportunity for employees to manage work and private lives, and is not to be used to manage NFSA workloads or displace work that would otherwise be undertaken at overtime or penalty rates.
- G1.5 An employee will:
- (a) not work more than 5 consecutive hours without a meal break of at least 30 minutes; and
  - (b) not be required to work more than 10 ordinary hours on any one day.
- G1.6 The NFSA may, from time to time, require employees to work additional hours in addition to their ordinary hours. Employees at the APS 1 to 6 classification level who work additional hours may be entitled to:
- (a) be paid overtime in accordance with clause G6; or
  - (b) TOIL in accordance with clause G7.

### **G2 RECORDING ATTENDANCE**

- G2.1 Employees will, each day, keep a written record of their actual time of arrival and departure and any breaks in a form approved by the Delegate.
- G2.2 An employee who is unable to attend for duty on a particular day, should notify the Delegate of their absence as soon as practicable, and no later than 10.00am, unless exceptional circumstances apply.
- G2.3 Where an employee is absent from duty without approval, the employee's entitlement to salary and other benefits provided under this Agreement will cease until the employee resumes duty and/or is granted leave.

### **G3 PART TIME WORK**

- G3.1 A part-time employee is an employee who works less than the full-time ordinary hours of 36.75 hours per week.
- G3.2 Where a person is recruited as a part-time employee, the NFSA will inform them in writing, prior to commencement, of the hours of duty that will apply. The employee and their manager may subsequently agree, in writing, to different hours of duty and to a pattern of work.
- G3.3 A full time employee may submit a written request to the Delegate to:
- (a) work part-time hours; or
  - (b) work part-time hours by job sharing with another part-time employee in a similar position at the same level.
- G3.4 Subject to operational requirements, the Delegate will approve a request for part-time work or a job sharing arrangement. Where the Delegate declines a request for part-time work or a job sharing arrangement, the Delegate will provide the employee with written reasons for the decision within four weeks of the request.
- G3.5 The Delegate and the employee will agree in writing on the pattern of work attendance and the duration of the part-time work arrangement, following which the employee will revert to full time work. A part-time arrangement made under this clause G3.5 can only be varied by agreement between the Delegate and the employee. Subject to operational requirements, the NFSA will approve any reasonable request by a part-time employee to revert to full-time hours before the expiry of his or her part-time work arrangement. The NFSA will not require an employee who works part-time hours under a part-time work arrangement made under this clause G3.5 to revert to full-time hours during the period of that arrangement.
- G3.6 The NFSA may initiate a proposal for an employee to work part-time hours. The NFSA may only initiate the introduction or extension of part-time employment if at least one of the following criteria apply:
- (a) there are shortages of staff in particular classifications and the employment market is such that the availability of part-time work would be a necessary recruitment or retention device;
  - (b) particular shifts cannot be staffed with existing resources or with full-time employees; or
  - (c) the work required to be undertaken is less than would justify some or all of the identified functions being full-time.
- G3.7 A manager may also consider, on a case by case basis, a request from an employee who works part-time hours upon commencement of employment with the NFSA to convert to full-time hours.
- G3.8 The Delegate will not require an employee to become part-time (if they were previously full-time) or reassign the duties of an employee to make way for part-time employment without their consent. Variations to existing part-time arrangements will only occur where they are mutually agreed by both manager and employee.
- G3.9 Employees returning from maternity leave or paid parental leave (where they are the primary carer) will have access to part-time work for a period of up to three years from the date of return to work, on the basis that:
- (a) the part-time work may be in a different work area to the employee's previous work area;

- (b) the hours of work and pattern of work will be agreed with the relevant manager; and
- (c) final approval rests with the Delegate.

The Delegate may consider a request from an employee to extend part-time employment beyond three years from the date of the employee's return to work.

G3.10 Salary and allowances for part-time employees will be calculated on a pro rata basis.

#### **G4 FLEXTIME**

G4.1 Subject to clause G4.7, employees at the APS 1 to 6 classification level have access to flextime. Employees and supervisors will take joint responsibility for ensuring that employees do not accumulate excessive amounts of flex credits without the opportunity to access flex leave. The ***Guidelines for Flextime Procedures*** provide details about how flextime will be administered.

G4.2 The settlement period for flextime is four weeks. Employees may carry over a maximum of 36.75 hours flex credit and 10 hours flex debit accumulated in any settlement period. The amount by which the maximum flex debit is exceeded shall be treated as leave without pay and an appropriate salary deduction will be made at the end of the settlement period.

G4.3 An employee may take up to five days flex leave during a settlement period.

G4.4 An employee who is entitled to be paid overtime in accordance with clause G6 may elect to reduce his or her flextime debits in lieu of receiving payment for overtime hours worked. Flextime debits will be reduced by the number of overtime hours work multiplied by the applicable overtime rate. For example, where an employee is entitled to be paid time and one half for overtime hours worked, the actual overtime hours worked will be multiplied by 1.5 for the purposes of reducing the employee's flextime debits.

G4.5 Where at the end of a settlement period:

- (a) an employee has flex credits in excess of 36.75 hours; and
- (b) the Delegate certifies that for operational reasons the employee has not had, or will not have in the following settlement period, the opportunity to avail themselves of all or part of the leave,

he or she may authorise the employee to carry over additional flex credits up to 36.75 hours into the next settlement period and permit the employee to take additional flex leave in that period.

G4.6 The NFSA will not generally permit employees to cash out any accumulated flex credits other than in exceptional circumstances approved by the Delegate. Upon cessation of employment with the NFSA:

- (a) the Delegate may approve the cashing out of up to a maximum of 36.75 hours flex credits; and
- (b) the employee agrees that the NFSA may recover any outstanding flex debits (calculated on the basis of the employee's ordinary rate of pay) from any salary amounts otherwise payable to the employee under this Agreement.

G4.7 The Delegate may require an employee to work the standard hours set out in clause G1.1 if:

- (a) the Delegate reasonably considers the employee's attendance is unsatisfactory or the employee is misusing the flextime arrangements;

- (b) the Delegate has provided the employee with a written notice of the Delegate's reason(s) for requiring an employee to work standard hours; and
- (c) the Delegate has provided the employee with a period of 5 days to respond to those reasons, and considered the employee's response (if any) before deciding to require the employee to work the standard hours.

G4.8 Access to flexible working arrangements will be restored where the Delegate is satisfied that the employee's attendance is satisfactory.

## **G5 FLEXIBLE WORK ARRANGEMENTS FOR EL EMPLOYEES**

G5.1 NFSA Executive Level 1 and 2 employees are required, as senior professionals responsible for delivering key work outputs, to work additional hours from time to time but may, by agreement in advance with their manager, work flexible hours. In reaching agreement on working arrangements, managers and Executive staff should have regard to:

- (a) the operational requirements, workloads and priorities of the area;
- (b) the employee's need to balance his or her work and personal/family responsibilities; and
- (c) any other relevant factors.

G5.2 Executive staff and their managers will work together to minimise the extent to which they work extra hours, while ensuring that operational requirements are met. A manager may approve an amount of time off in lieu of extra hours worked. The ***Flexible Work Arrangements Policy (EL Employees)*** provides details on how flexible work arrangements will be administered.

## **G6 OVERTIME**

G6.1 An employee at the APS 1 to 6 classification level is entitled to be paid for any period of overtime which the employee is directed to work by the Delegate.

G6.2 Approved overtime will be payable to employees in respect of the following additional hours worked by the employee:

- (a) for employees (other than shiftworkers), any hours worked outside the normal pattern of hours (see clause G1.3);
- (b) for employees (other than shiftworkers) who have not agreed a normal pattern of hours with their supervisor, any hours worked in excess 7 hours 21 minutes of ordinary time on a day; and
- (c) for employees who are shiftworkers, any hours worked:
  - (i) outside the rostered hours of duty; or
  - (ii) in excess of the employee's weekly hours of ordinary duty, or the employee's average weekly hours of ordinary duty over a cycle of shifts.

G6.3 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (a) any risk to employee health and safety;
- (b) the employee's personal circumstances including any family responsibilities;
- (c) the needs of the workplace;

- (d) the notice (if any) given by the employer of the overtime;
- (e) the notice (if any) given by the employee of their intention to refuse overtime; and
- (f) any other relevant matter.

G6.4 Overtime rates are as follows:

- (a) Monday to Saturday: Time and one half for the first 3 hours each day and double time thereafter;
- (b) Sunday: Double time;
- (c) Public Holidays that fall on a Monday to Friday: Single time for overtime worked within the employee's normal pattern of hours for a week day and double time for any other hours worked; and
- (d) Public Holidays that fall on a Saturday or Sunday: Double time.

G6.5 Where a period of overtime is not continuous with the employee's normal pattern of hours, the minimum overtime payment is 3 hours at the relevant overtime rate. Overtime is considered to be continuous with the employee's normal pattern of hours when the employee does not have a break, other than a meal break, between their normal pattern of hours and overtime. Where a period of overtime extends past midnight, and different overtime rates apply on the different days, the minimum payment of 3 hours will be calculated at the higher rate.

G6.6 Where an employee is required to perform more than one period of overtime which is not continuous with their normal pattern of hours, the following will apply:

- (a) the minimum payment will be 3 hours;
- (b) the minimum payment will not apply to each separate period of overtime; and
- (c) if the overtime extends past midnight, and different overtime rates apply on the different days, the minimum payment of 3 hours will be calculated at the higher rate.

G6.7 This clause G6 does not apply to emergency duty performed by an employee in accordance with clause G9.

G6.8 For overtime calculations, an employee's salary includes any HDA paid to the employee under clause E2.

## **G7 TIME OFF IN LIEU**

G7.1 An employee who is entitled to be paid overtime in accordance with clause G6 may apply to take time off in lieu of overtime payments or reduce flextime debits. Subject to operational requirements, the Delegate will approve a period of time off in lieu provided that the time off in lieu is taken within a reasonable period of the overtime being worked. The period of time off in lieu will be calculated by multiplying the number of overtime hours work by the applicable overtime rate.

G7.2 Where time off in lieu of a payment has been agreed, and the employee has not been granted that time off within 4 weeks or another agreed period, due to operational requirements, payment of the original entitlement will be made.

G7.3 Where an employee works a full day of authorised overtime on a Sunday, in addition to their normal pattern of work for the week, the employee will be entitled to:

- (a) payment of the overtime at double time rates;

- (b) payment of one day's pay at normal rates and one day off in lieu; or
- (c) two days off in lieu.

G7.4 An employee is entitled to a break of at least 8 consecutive hours, plus reasonable travelling time, between finishing work on one day and commencing on the next day with no loss of ordinary time pay. If the break does not occur, they will be paid at double time for all ordinary duty on the second day until they have such a break.

G7.5 These provisions:

- (a) do not apply to NFSA Executive Level 1 and 2 employees; and
- (b) do not apply to emergency duty performed by an employee in accordance with clause G9 unless the actual time worked is at least 3 hours on each call.

## **G8 ON-CALL ALLOWANCE**

G8.1 The Delegate may, after consultation with the relevant employees, agree a roster of employees to be "on call" outside of the employee's normal pattern of hours.

G8.2 An employee at the APS 1 to 6 classification level who is required to be "on call" under clause G8.1 will be paid an on call allowance of \$4.00 for each hour the employee is required to be "on call".

G8.3 If an employee is rostered on call, the employee is required to respond to calls as directed. While rostered on-call, an employee is free to be away from his or her normal residence provided the employee can be contacted and commence duty as directed and to the standard expected under his or her regular work conditions.

G8.4 The allowance may be terminated at any time:

- (a) should the Delegate consider that it is no longer appropriate; or
- (b) if an employee does not make himself or herself available to be on call.

G8.5 Where an employee who is on call is required to perform duty, the employee will be paid overtime in accordance with clause G6, subject to a minimum payment of two hours if the employee is required to attend the workplace, or otherwise one hour. Where the employee is required to attend the workplace, the time spent travelling to and from the workplace will be included in the calculation of any overtime payment.

G8.6 The Delegate may at his or her discretion, having regard to the circumstances of the "on call" situation, authorise an employee at the EL 1 or EL 2 classification level to be paid on call allowance at the rate specified in clause G8.2.

G8.7 This allowance will not count as salary for any purpose.

## **G9 EMERGENCY DUTY**

G9.1 Where an employee is required to perform duties to meet an emergency at a time when the employee would not ordinarily have been on duty, and no notice of such call was given to the employee prior to ceasing ordinary duty, the employee will be paid at the rate of double time. The minimum payment will be 3 hours. The time spent travelling to and from the workplace will be included in the calculation of the payment.

## **G10 CAB CHARGES**

- G10.1 An employee (other than a shiftworker) who is required to work outside of the span of hours 7.00am to 7.00pm, Monday to Friday, will be entitled to a cab charge to and from their place of residence.
- G10.2 A shiftworker who is required to work a shift in addition to the employee's rostered shifts, which is outside of the span of hours 7.00am to 7.00pm, Monday to Friday, will be entitled to a cab charge to and from their place of residence.

## **G11 SHIFTWORK ARRANGEMENTS**

- G11.1 The NFSA may roster employees who are shiftworkers to work shifts consistent with the shift cycle (which may be changed from time to time in accordance with clauses G11.6 to G11.9). The shift roster will specify the commencing and finishing times for duty. A shift will be a minimum of 2 hours.
- G11.2 A shiftworker will have their shift roster made available to them 7 days prior to commencement of that shift roster. After that time, changes will only be made to the shift roster to meet necessary and unforeseen operational requirements. Where less than 3 days' notice is provided to the shiftworker they will be paid at the relevant overtime rates (see clause G6) or shift allowance (see clause E3), whichever is the greater, for those periods outside the previously notified rostered hours.
- G11.3 The NFSA will, where possible, facilitate workplace meetings during rostered hours of duty. Where employees are required to attend training or meetings outside of their rostered hours, then the duty is considered overtime and will be paid in accordance with clause G6.
- G11.4 The possibility of exchange of shift is available, if mutually agreed between the shiftworker and their supervisor, provided that this will not result in the payment of overtime.
- G11.5 Employees who wish to cease shiftwork are required, other than in exceptional circumstances, to give one month's notice of their intention to do so. For operational reasons, they may be required to return to standard hours.

### ***Changes to shiftwork arrangements***

- G11.6 To meet operational requirements, the NFSA may introduce new shiftwork arrangements or amend an existing shift cycle following consultation with directly affected employees and, where they choose, their representatives.
- G11.7 Consultation will involve employees and workplace representative(s) being advised of proposed arrangements and would normally be a minimum of four weeks prior to the intended introduction of the new shiftwork arrangements or amended shift cycle. The NFSA will facilitate workplace meetings during rostered hours of duty to provide an opportunity to comment on any proposed arrangements.
- G11.8 Existing ongoing employees will be given first opportunity to participate in shiftwork and the NFSA will take reasonable steps to introduce arrangements which do not disadvantage any employee. Should insufficient participation be sourced from this process then the NFSA wider existing staff may be canvassed or external sourcing arrangements may be explored.
- G11.9 Shiftwork arrangements that are introduced in accordance with clause G11.6 may vary between work areas but will be implemented with a view to maintaining equity for all employees working shiftwork. Consultations on the introduction of shiftwork and its administrative procedures will be team-based, not individually based.

***Termination of shiftwork arrangements***

G11.10 The Delegate may terminate shiftwork arrangements on an individual, partial or entire basis. Termination action will only be undertaken after extensive consultation with the employees involved and, where they choose, their representatives.

G11.11 The Delegate may only terminate shiftwork arrangements where the Delegate has provided employees with at least one month's prior notice, other than in exceptional circumstances, of the termination of those shiftwork arrangements.

G11.12 Where a shiftwork arrangement is terminated, affected employees will be entitled to receive any shiftwork allowance and other benefits (if any) payable in respect of any shiftwork performed by the employee prior to the termination of the shiftwork arrangement.

## **PART H CASUAL EMPLOYMENT**

### **H1 ROSTERED HOURS**

H1.1 Casual Employees are non-ongoing employees who are engaged under section 22(2)(c) of the PS Act to perform irregular or intermittent duties and may be rostered for work Monday to Sunday.

### **H2 WAGES**

H2.1 Casual Employees will be paid in accordance with the salary rates set out at **Attachment A**.

H2.2 Casual Employees will receive a salary loading of 20% in lieu of paid leave, other than long service leave. Such employees will accrue long service leave in accordance with the LSL Act. Other provisions in the Agreement relating to leave do not apply to Casual Employees unless expressly stated.

### **H3 MEAL BREAKS**

H3.1 A Casual Employee who is rostered for 5 hours or more is entitled to take an unpaid 30 minute break after each 5 hour period worked by the employee.

### **H4 APPLICATION OF OTHER PROVISIONS OF THIS AGREEMENT**

H4.1 Unless otherwise specified, the provisions of this Agreement relating to leave, working hours, allowances and overtime do not apply to Casual Employees.

## **PART I LEAVE**

### **I1 LEAVE POLICIES**

I1.1 The **Leave Policy** provides details in relation to how leave arrangements are to be administered.

### **I2 ANNUAL LEAVE**

I2.1 Employees will accrue 20 days paid annual leave per year. Annual leave will be credited to employees daily. Paid annual leave counts as service for all purposes.

I2.2 An employee may apply to take annual leave at half pay provided that the period of absence is for at least 5 working days. The Delegate will approve applications to take annual leave at half pay, subject to operational needs. Annual leave at half pay will count as continuous service for long service leave purposes.

I2.3 If a public holiday falls during a period of annual leave, the public holiday will not be deducted from the employee's annual leave credits.

I2.4 Where an employee has accumulated 40 or more days of annual leave credits (or the pro rata equivalent of 2 years' accrued annual leave for part-time employees), the Delegate may direct the employee to take up to one quarter of the employee's annual leave credits commencing within 30 calendar days after the direction is given.

I2.5 Where an employee ceases employment with the NFSA, and annual leave credits are not transferred to another agency staffed under the PS Act or the *Parliamentary Service Act 1999* or another Commonwealth or ACT agency or authority, the NFSA will pay the employee an amount equal to any outstanding annual leave credits.

### **I3 CASHING-OUT OF ANNUAL LEAVE**

I3.1 An employee may make a written election to cash out up to 10 days of his or her annual leave entitlement provided that the employee retains a minimum balance of 20 days annual leave credits after the cashing out. Details are in the **Leave Policy**.

I3.2 For a period of 3 months following the commencement of this Agreement, an employee may make a written election to cash out any or all of his or her annual leave credits accumulated prior to 27 March 2006. This entitlement applies regardless of the amount of annual leave taken in the last 12 months.

I3.3 An employee who makes an election pursuant to clause I3.1 or I3.2 is entitled to receive pay in lieu of the amount of annual leave at a rate that is no less than his or her basic periodic rate of pay at the time that the election is made.

### **I4 PERSONAL/CARER'S LEAVE**

I4.1 Paid personal/carer's leave will be available:

- (a) for absence due to personal illness or injury (**personal leave**);
- (b) to care for a member of the employee's Family or household who requires care because of a personal illness or injury of the member or unexpected emergency affecting the member (**carer's leave**); or
- (c) to move house and for unexpected emergencies affecting the member.

- 14.2 Employees will accrue 20 days paid personal/carer's leave per year. Personal/carer's leave is cumulative but will not be paid out on separation. Subject to clause 14.5, personal/carer's leave counts as service for all purposes.
- 14.3 In exceptional circumstances, the Delegate may approve the use of personal/carer's leave for purposes in addition to those set out in clause 14.1 and, where an employee has exhausted his or her personal/carer's leave credits, may approve additional paid or unpaid discretionary leave.
- 14.4 Where an employee has exhausted his or her personal/carer's leave credits, the employee will be entitled to up to 2 days unpaid carer's leave for each occasion when a member of the employee's Family or household, requires care or support during such a period because of a personal illness or injury of the member, or an unexpected emergency affecting the member.
- 14.5 The maximum continuous period of personal/carer's leave will be 78 weeks of which no more than 52 weeks may be paid personal/carer's leave (unless the employee has accrued more than 52 weeks paid personal/carer's leave, in which case that longer period of accrued leave will be paid leave). Personal/carer's leave beyond 78 weeks is personal/carer's leave without pay and does not count as service for any purpose, excluding long service leave. Unless an employee consents, their employment will not be terminated on the grounds that they are unable to perform duties because of physical or mental incapacity until their personal/carer's leave credits have been exhausted or 52 weeks have passed, whichever comes first.
- 14.6 Employees must provide documentary evidence in respect of any period of personal/carer's leave of three or more continuous days. The Delegate may also require documentary evidence for a period of less than 3 days where the CEO considers it appropriate. If suitable documentary evidence is not provided the absence will be treated as leave without pay.
- 14.7 Where an employee has been absent on personal leave without documentary evidence for a total of 8 days in any twelve month period, his or her supervisor will discuss with the employee the reasons for the leave. The employee's manager will determine whether any further action is required, including whether the employee will be required to provide documentary evidence for any further period(s) of personal leave.
- 14.8 An employee who is medically unfit for duty for one day or longer whilst on annual leave and produces satisfactory documentary evidence may apply for personal/carer's leave. Annual leave will be re-credited to the extent of the approved period of personal/carer's leave.

## **15 COMPASSIONATE LEAVE/BEREAVEMENT LEAVE**

- 15.1 An employee is entitled to a period of up to 3 days paid compassionate leave for each occasion when a member of the employee's Family or household:
- (a) contracts or develops a personal illness that poses a serious threat to her or his life;
  - (b) sustains a personal injury that poses a serious threat to her or his life; or
  - (c) dies.
- 15.2 Compassionate leave may be taken as a single, unbroken period of 3 days, 3 separate periods of 1 day, 2 separate periods of 1 and 2 days, or as otherwise approved by the Delegate.
- 15.3 An employee may apply to use paid personal/carer's leave to extend a period of paid compassionate leave taken under this clause.

## **16 LONG SERVICE LEAVE**

- 16.1 The provisions of the LSL Act will apply to all employees.
- 16.2 The minimum period of long service leave that can be taken is seven calendar days.

## **I7 MATERNITY LEAVE**

- 17.1 Employees are entitled to maternity leave in accordance with the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 17.2 An employee who is entitled to paid maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973* is entitled to an additional 10 days paid maternity leave (or 20 days maternity leave at half pay). This additional paid leave is not paid maternity leave as provided under the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 17.3 An employee who is eligible for paid maternity leave under clauses 17.1 and 17.2 may elect in advance to receive payment of their leave at the equivalent of half pay over twice the number of weeks they are entitled to take maternity leave, up to a maximum period of 24 weeks at half pay. Only the period for which full pay would normally have been received will count as service for all purposes.
- 17.4 Section 6(7) of the *Maternity Leave (Commonwealth Employees) Act 1973* entitles an employee, during a period of maternity leave, to be granted leave of absence of any kind with pay for which the employee is eligible, after the expiry of the 12 weeks of paid maternity leave.
- 17.5 When an employee returns to work after a period of maternity leave or additional paid leave, the NFSA will provide the employee with similar duties at the same classification to those performed:
- (a) if, because of the pregnancy, the employee was moved to another job for OH&S reasons – immediately before the move; or
  - (b) if the employee began working part-time because of the pregnancy – immediately before the part-time employment began; or
  - (c) otherwise – immediately before the employee commenced maternity leave.
- 17.6 If those duties no longer exist but the employee is qualified for, and can perform, other duties in the organisation, the NFSA will employ the employee in available duties that are nearest in status and remuneration to the duties referred to in clause 17.5.
- 17.7 Subject to clause 17.3, paid maternity leave counts as service for all purposes.

## **I8 SUPPORTING PARTNER'S LEAVE**

- 18.1 Where an ongoing employee's partner (including a same sex partner) adopts or gives birth to a child, the employee will be entitled to 20 days paid supporting partner's leave (or 40 days leave at half pay).
- 18.2 Paid supporting partner leave counts as service for all purposes.

## **I9 PAID PARENTAL LEAVE**

- 19.1 Where an ongoing employee is the primary carer of the employee's child (or the child of the employee's partner), the employee may take up to 14 weeks' paid parental leave within 12 months after the birth or adoption of a child. The entitlement to paid parental leave under this clause is reduced by any period of paid maternity leave or paid supporting partner's leave taken by the employee and cannot be taken concurrently with a period of parental leave (including maternity leave) taken by the employee's partner.
- 19.2 Paid parental leave counts as service for all purposes.

## **I10 FOSTERING LEAVE**

I10.1 The Delegate may grant fostering leave to eligible employees from the date they assume responsibility as the primary carer of the child.

I10.2 An ongoing employee is entitled to up to 10 days paid fostering leave provided that:

- (a) the employee or their partner are the primary carer of the foster child and are entering into a fostering arrangement for a minimum of 12 months;
- (b) the child is not a step-child of the employee or a child who has lived continuously with the employee for more than 6 months within the previous 12 months; and
- (c) the employee must provide adequate notice and documentary evidence of the pending fostering arrangement from an appropriate organization.

I10.3 The employee's eligibility will be reduced by any period of paid leave for fostering taken by the employee's partner.

I10.4 Paid leave under this provision counts as service for all purposes.

## **I11 UNPAID PARENTAL LEAVE**

I11.1 Employees are entitled to unpaid parental leave and unpaid adoption leave in accordance with the WR Act.

I11.2 This leave may be combined with annual leave or long service leave.

I11.3 Unpaid parental leave does not count as service for any purpose.

## **I12 RETURN TO WORK FROM PARENTAL LEAVE**

I12.1 Employees returning from maternity leave or paid parental leave (where they are the primary carer) will have access to part-time work in accordance with clause G3.9.

## **I13 LONG TERM CHILD CARE LEAVE**

I13.1 At the Delegate's discretion, ongoing employees may take unpaid long term child care leave for a period of up to 4 years from the birth, adoption or fostering of a child. Unpaid long term child care leave (excluding any periods of paid maternity leave or paid parental leave) will not count as service for any purpose.

I13.2 A job at the same level will be made available upon the employee's return from long term child care leave, but may be in a different work area to the employee's previous work area. The employee will give at least one month's notice of his or her intention to return to work following a period of unpaid long term child care leave.

I13.3 To avoid doubt, clause I12 does not apply to employees returning from long term child care leave.

#### **I14 COMMUNITY SERVICE LEAVE**

I14.1 Each employee is entitled to up to one day's paid leave per calendar year to perform voluntary work for a not-for-profit community organisation. The timing of the leave should be agreed to by the Delegate, and may be taken in part days. The employee must provide satisfactory evidence of the voluntary work performed by the employee.

#### **I15 OTHER LEAVE**

I15.1 Paid leave is available for the purposes of blood donation and for vaccinations and other medical procedures which may be required for official duty at other locations.

#### **I16 JURY SERVICE**

I16.1 Employees will be granted paid leave to attend jury service. The employee must pay to the NFSA any payment received (excluding any special allowances or any specific allowances) in respect of jury service performed by the employee during the employee's normal pattern of hours.

I16.2 This leave will count as service for all purposes.

#### **I17 VOLUNTEER LEAVE**

I17.1 An employee who engages in an eligible voluntary emergency activity (including as a member of a state emergency service, fire-fighting service, search and rescue unit or volunteer organisation that responds to an emergency call by an appropriate authority) is entitled to paid leave for the period during which the employee is absent from the workplace because the employee is engaging in the activity, undertaking reasonable travel associated with the activity and taking a reasonable period of rest time immediately following the activity.

I17.2 This leave will count as service for all purposes.

#### **I18 LEAVE TO ATTEND INDUSTRIAL PROCEEDINGS**

I18.1 Leave with full pay will be granted to any employee required to attend industrial proceedings or summoned as a witness in industrial proceedings under the WR Act.

I18.2 Leave granted under this clause I18 will count as service for all purposes. However, leave will not be granted for employees to prepare or conduct cases.

I18.3 Leave will be granted for the period the employee is reasonably required to be absent from duty for this purpose, including reasonable travelling time.

I18.4 The employee is to provide the NFSA with proof of the requirement to attend the AIRC and of the time required to be spent for this purpose.

#### **I19 LEAVE FOR WORKPLACE RELATIONS TRAINING**

I19.1 Subject to operational requirements, the Delegate may grant an employee paid leave to attend short workplace relations training courses or seminars.

I19.2 Leave granted under this clause I19 will be with full salary and will count as service for all purposes.

I19.3 The usual period for such leave would be up to five days per annum.

## **I20 NAIDOC AND CEREMONIAL LEAVE**

I20.1 Aboriginal and Torres Strait Islander employees will receive an additional one day's leave per year to be taken within NAIDOC Week specifically for National Aboriginal and Indigenous Day of Celebration activities, or to travel to, attend, and travel home from ceremonial events. This does not preclude using other types of leave for similar purposes.

## **I21 SUPPORT FOR DEFENCE RESERVISTS**

I21.1 The NFSA will provide employees with access to the following leave to undertake peacetime training and deployment:

- (a) up to 20 days paid leave on full pay each year for Reservists undertaking Defence service;
- (b) an additional 10 days paid leave to allow for a Reservist to attend recruit/initial employment training; and
- (c) additional leave for Defence service, either on a paid, unpaid or top-up pay basis, subject to specific approval by the Delegate on each occasion.

I21.2 Defence Reservists will not be required to pay their tax-free Reserve salary to the NFSA. Where an employee takes leave under clause I21.1(b) or (c), the NFSA will pay any difference between their Reserve salary and the salary payable by the NFSA had the employee been on duty for that period, if the Reserve salary is less.

I21.3 Defence leave entitlements may accumulate and be taken over a two year period.

I21.4 Paid leave for Defence service will count as service for all purposes. Unpaid leave for Defence service counts as service for all purposes except annual leave.

## **I22 DISCRETIONARY LEAVE**

I22.1 The Delegate may grant discretionary leave for purposes not covered by other leave types in this Part I, including for the purpose of:

- (a) accompanying a spouse or partner on a temporary posting in Australia or overseas, where the Commonwealth, a Commonwealth Authority or the Australian Defence Force employs or engages the spouse or partner;
- (b) undertaking full time study;
- (c) undertaking employment outside the NFSA;
- (d) caring for a sick relative for an extended period;
- (e) attending to a family problem.

I22.2 Leave may be at full pay, part pay or without pay, at the discretion of the Delegate. It will also be at the Delegate's discretion as to whether a period of discretionary leave will count as service and for what purposes. If a request for Discretionary Leave is denied by the Delegate, a written explanation will be provided.

## **I23 PURCHASED LEAVE SCHEME**

I23.1 With the Delegate's approval and subject to operational requirements, an employee may elect, at any time, to purchase up to an additional 4 weeks leave each year. An employee may apply for purchased leave in blocks of one, two, three or four weeks. Employees will have an amount

deducted from their annual salary, on a fortnightly basis, to reflect the amount of leave purchased.

I23.2 An employee who ceases employment with the NFSA for any reason will be reimbursed for any portion of the leave that they have purchased but not used. If an employee has used, but not fully paid for, their purchased leave, the relevant amount will be deducted from their final payment.

I23.3 Purchased leave will count as service for all purposes.

## **I24 PORTABILITY OF LEAVE**

I24.1 Where an employee joins the NFSA on or after the lodgement date from another agency staffed under the PS Act, the *Parliamentary Service Act 1999*, or from the ACT Government Service, accrued annual leave and personal/carers leave (however described) will be transferred provided there is no break in continuity of service.

## **I25 LEAVE NOT COUNTING FOR SERVICE**

I25.1 Any period of leave without pay in excess of 30 calendar days per year will not count as service for annual leave, personal/carers' leave or long service leave purposes.

## **I26 PUBLIC HOLIDAYS**

I26.1 An employee may absent him or herself from work on a public holiday, and will be paid for standard hours that would otherwise be worked on that day. For the purposes of this clause I26, a public holiday means:

- (a) a day which the employee is entitled to observe as a public holiday under the WR Act; or
- (b) a day which is gazetted by a State or Territory Government as public holiday in the State or Territory in which the employee works.

I26.2 Where the NFSA requests an employee (other than a Casual Employee) to work on a public holiday, and the employee works on that public holiday, the employee will receive:

- (a) payment in accordance with clause I26.1; and
- (b) payment at the ordinary time rate in respect of each hour worked on the public holiday.

I26.3 Public Holidays will be at "full pay" unless separated by two periods of unpaid leave, in which case it will be deemed to be "unpaid".

I26.4 The Delegate and an employee may agree to substitute a public holiday with a cultural or religious day of significance to the employee.

## **I27 ANNUAL SHUTDOWN**

I27.1 Subject to clause I27.2, employees will not generally be required to work on the working days between Christmas Day and 1 January each year, and those days will be treated as public holidays and paid at the rate set out in clause I26.3.

I27.2 The NFSA may require an employee to work on one or more of the working days between Christmas Day and 1 January. An employee (other than a Casual Employee) who works on a working day between Christmas and New Year will receive:

- (a) payment in accordance with clause I27.1; and

(b) payment at the ordinary time rate in respect of each hour worked on the public holiday.

## **PART J WORK ENVIRONMENT**

***The NFSA and employees aim to work cooperatively towards achieving a workplace which values diversity and is safe, environmentally friendly and free from discrimination and harassment.***

### **J1 HARASSMENT FREE WORKPLACE AND WORKPLACE DIVERSITY**

- J1.1 The NFSA has a policy entitled ***Prevention of Workplace Bullying and Harassment Policy*** which states that the NFSA will not tolerate harassment of employees.
- J1.2 The parties aim to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, gender, sexual orientation, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, membership or non-membership of a union, national extraction or social origin.

### **J2 ORGANISATION LEARNING AND DEVELOPMENT PROGRAM**

- J2.1 The NFSA will support learning through a range of programs including on-the-job training, mentoring, mobility between Branches, feedback and off-site courses, or other avenues designed to broaden employees' skills and enhance their job performance. Learning opportunities made available will have regard to the employee's role at the NFSA and the NFSA's business and operational needs.
- J2.2 A Learning and Development Strategy will be developed, having regard to employees' Personal Development Plans (see clause K1).
- J2.3 The NFSA recognises the importance of providing new employees with timely and comprehensive information on the organisation and its vision, objectives and values, as well as employees' entitlements, rights and responsibilities. The NFSA will provide an induction process for all new employees.

### **J3 OCCUPATIONAL HEALTH AND SAFETY**

- J3.1 The NFSA acknowledges its legislative obligations, including under the *Occupational Health and Safety Act 1991*, to:
- (a) provide employees with a safe and healthy workplace;
  - (b) in consultation with employees, monitor occupational health and safety issues and develop and maintain occupational health and safety policies; and
  - (c) provide accommodation and equipment to employees which complies with legislative and government policy requirements.

### **J4 HEALTH CHECKS AND INFLUENZA VACCINATIONS**

- J4.1 The NFSA will facilitate annual "health checks" for employees whereby employees may choose to have a basic medical check and/or influenza vaccination paid for by the NFSA. The influenza vaccination and health check will be provided by Health Services Australia (or a similar organisation) on a day or days nominated by the NFSA.

### **J5 EMPLOYEE ASSISTANCE PROGRAM (EAP)**

- J5.1 The EAP is a free, confidential, independent professional counselling service and is available to all employees and their immediate families to help them resolve personal and work-related and financial problems. Employees may choose to attend counselling in their own time, in which case no one in the workplace need know of their attendance, or if the employee prefers, during work time.

J5.2 The **EAP Guidelines** provide details in relation to the EAP.

## **J6 HOME-BASED WORK**

J6.1 The Delegate may approve a request by an employee to work away from the office for an agreed period. Home based work arrangements must strike an effective balance between working at the office site and away from the office site. Either the Delegate or an employee may, at any time, terminate or vary a home-based work arrangement by giving a reasonable period of notice of at least 2 weeks.

J6.2 An employee and his or her supervisor may from time to time agree to the employee performing duties from home on an occasional basis.

J6.3 The **Home Based Work Policy and Guidelines** provides details about how home-based work will be administered, including in relation to staff access to home-based work and security and Occupational Health and Safety requirements.

## **J7 SUPPORT FOR MATURE AGED WORKERS**

J7.1 The NFSA values the skills, expertise and knowledge held by older workers. In consultation with the WCC, a program will be developed to retain the services of such workers or, where relevant, assist them in transition to retirement. In developing the program, the NFSA will endeavour to support the interests of both the organisation and the employee and will consider options such as access to flexible working arrangements and professional advice.

## **J8 WORK LIFE BALANCE**

J8.1 To assist employees to balance their work and family responsibilities, as a general principle meetings will be scheduled to start no earlier than 9.30am and finish by 5.00pm.

## PART K PERFORMANCE AND DEVELOPMENT

*The parties agree that a constructive Performance Management and Development Scheme (PMDS) enhances the continuing development of employees and contributes to organisational performance while building on the high level of commitment of employees and the diversity of skills and knowledge within the organisation.*

### K1 PERFORMANCE AND DEVELOPMENT SCHEME

- K1.1 Employees will fully participate in the Performance Management and Development Scheme (**Scheme**) and will complete an Individual Work Plan (**IWP**) and Personal Development Plan (**PDP**) each year.
- K1.2 All employees will participate in the Scheme, other than employees on probation and non-ongoing employees who are engaged for a period of less than three months.
- K1.3 Employees who have been employed by the NFSA for more than 3 months will be assessed in or around February each year (**mid cycle review**) and in or around July each year (**end of cycle review**) (see clause K2).
- K1.4 The Scheme will be managed with a view to achieving timeliness, consistency, fairness, equity and confidentiality.
- K1.5 Information regarding the detail and administration of the Performance Management and Development Scheme is available for employees in the **Employee Performance Management and Development Scheme Policy**.

### K2 PERFORMANCE CYCLE

- K2.1 The **Employee Performance Management and Development Scheme Policy** sets out details of the timing and arrangements of the performance cycle. The performance cycle will generally align with the NFSA business cycle, with appropriate adjustments for employees who are engaged or promoted during the performance cycle.
- K2.2 The performance cycle will include:
- (a) a planning session between the employee and their supervisor prior to the agreement of an IWP and a PDP;
  - (b) a mid-cycle review (currently completed in or around February each year), at which time the employee will receive an indicative performance rating; and
  - (c) an end of cycle review (currently completed in or around July each year), at which time the employee will receive a performance rating.
- K2.3 The employee and their supervisor may discuss the employee's performance, and training and development objectives at any time during the performance cycle to ensure that both parties are fully aware of performance expectations and achievements.

### K3 PERFORMANCE STANDARDS

- K3.1 As part of the Performance Management and Development Scheme, each employee will be assessed against the following performance standards:
- (a) **"Exceeds Expectations"** – based on the employee's performance plan and NFSA work level standards, the employee has clearly and consistently demonstrated superior overall performance and made significant contributions, exceeding the performance standards for the job and will be eligible for salary advancement (if not at the top of the

salary range) and/or other opportunities or recognition through the Recognition and Rewards program. Objectives not met were due to circumstances beyond the individual's control;

- (b) **"Meets Expectations"** – based on the employee's performance plan and NFSA work level standards, the employee has consistently demonstrated effective performance and met the performance standards for the job and will be eligible for salary advancement (if not at the top of the salary range). Objectives not met were due to circumstances beyond the individual's control;
- (c) **"Requires Development"** – based on the employee's performance plan and NFSA work level standards, the employee requires further development and/or support in order to meet the performance standards for the job. The employee will not be eligible for salary advancement and will participate in monthly reviews with their supervisor in accordance with clause K4.
- (d) **"Does Not Meet Expectations"** – based on the employee's performance plan and NFSA work level standards, the employee does not meet the minimum requirements of their performance plan. The employee will not be eligible for salary advancement and will immediately be subject to the underperformance procedures detailed in clause K6.

#### **K4 REVIEW OF PERFORMANCE RATING**

- K4.1 Where an employee is assessed as "Requires Development" or "Does Not Meet Expectations" and is not satisfied with the indicative performance rating and/or assessment comments, or performance rating and/or assessment comments assigned to the employee at the mid-cycle review or end of cycle review (as applicable), the employee should, in the first instance, discuss the matter with his or her supervisor (either during the reviewing meeting or at a separate time).
- K4.2 If, following discussions between the employee and his or her supervisor, the employee is still not satisfied with the indicative performance rating or performance rating assigned to the employee, the review of action under section 33 of the PS Act (see clause B4) may be available to the employee.

#### **K5 REQUIRES DEVELOPMENT REVIEW PERIOD**

- K5.1 If an employee's performance is assessed as "Requires Development" at the mid cycle review or the end of cycle review, the employee's supervisor will manage the employee's work performance in accordance with this clause K5.
- K5.2 The supervisor will meet with the employee and provide relevant counselling, coaching and support over a 6 month period with the aim of improving performance to the level required to "Meets Expectations" or better. The supervisor and the employee will have access to PSD support and resources to facilitate this process.
- K5.3 The supervisor and the employee will meet every month to review the employee's performance and set performance outcomes for the following month. If, at any review meeting, the supervisor assesses that the employee's performance has not improved sufficiently to demonstrate that they are likely to meet expectations at the end of the 6 month period, the supervisor will seek assistance from PSD to manage the employee's work program and the review process.
- K5.4 At the end of the 6 month period, the supervisor will assess the employee's performance as follows:
  - (a) If the employee's performance meets the standard required to achieve a performance rating of "Meets Expectations" or "Exceeds Expectations", the supervisor will assign that rating to the employee and the performance cycle will continue. The employee will

be eligible for salary advancement in accordance with clause D10 with effect from the first full pay period after the employee is rated as "Meets Expectations" or higher.

- (b) If the employee's performance does not meet the standard required to achieve a performance rating of "Meets Expectations" or "Exceeds Expectations", the supervisor will assign a rating of "Does Not Meet Expectations" to the employee, and the employee will immediately be subject to the underperformance procedures detailed in clause K6.

## **K6 UNDERPERFORMANCE**

K6.1 If an employee's performance is assessed as "Does Not Meet Expectations" at the mid cycle review or the end of cycle review, the Delegate will manage the employee's work performance in accordance with this clause K6.

K6.2 This clause K6 does not apply:

- (a) to non-ongoing employees who are engaged for less than 3 months;
- (b) to employees who are subject to a period of probation, during the probationary period;
- (c) in cases of alleged breaches of the APS Code of Conduct;
- (d) where there is a health-related reason for the unsatisfactory performance; or
- (e) where an essential qualification has been lost.

K6.3 An employee may be accompanied by a person of their choice at any meetings with the employee's Manager or the Delegate at any stage of the process.

K6.4 The Delegate will issue the employee with a formal warning. The formal warning will set out:

- (a) details of the required standards for the duties the employee has been assigned and how the employee has failed to meet those standards;
- (b) details of how and over what period the employee's performance will be assessed further; and
- (c) the possible consequences if the employee has not attained and sustained the required standards by the end of the assessment period.

### **Assessment period**

K6.5 Upon issuing a warning under clause K6.4, the Delegate will nominate a person who is qualified to assess the particular work processes of the employee (**the assessor**) to conduct a fair and impartial assessment of the employee's work performance.

K6.6 If an employee's performance is assessed as "Does Not Meet Expectations" following a review period conducted in accordance with clause K5, the assessor will assess the employee's work performance in accordance with this clause K6 over an assessment period of 8 weeks.

K6.7 If an employee's performance is assessed as "Does Not Meet Expectations" at the mid cycle review or the end of cycle review, the assessor will assess the employee's work performance in accordance with this clause K6 over a period of 12 weeks.

K6.8 The employee will be provided with feedback on his or her performance during the assessment period and will be given an opportunity to comment on the feedback.

- K6.9 At the end of the assessment period, if the assessor assesses the employee's work performance as meeting the standard required to achieve a performance rating of "Meets Expectations" or higher, the assessor will report this finding to the Delegate and provide a copy of the report to the employee. If the Delegate agrees with the finding, the employee will be advised that the underperformance process is complete.
- K6.10 If the Delegate disagrees with the finding and considers that the employee has not met the required standard, the Delegate will advise the employee in writing and give reasons for the decision. The employee will be given 10 working days to comment in writing prior to the Delegate making a final decision.
- K6.11 If the assessor assesses the employee's work performance as not meeting the required standard, the assessor will report the finding to the Delegate and provide a copy of the report to the employee. The employee will be given 10 working days to comment in writing on the report. If the Delegate disagrees with the finding and considers that the employee has met the required standard, the employee will be advised that the underperformance process is complete.

### **Decision**

- K6.12 If the Delegate decides that the employee has not met the required standard, the Delegate will advise the employee of their decision and the reasons for that decision, and the action that they propose to take, which may include one or more of the following:
- (a) termination of employment;
  - (b) reduction in classification;
  - (c) reassignment of duties; or
  - (d) some other appropriate action.
- K6.13 The employee will be given 10 working days from the receipt of the advice to respond to the findings and the action proposed by the Delegate.
- K6.14 The Delegate, having taken into account the assessor's findings and the employee's response, will advise the employee in writing:
- (a) of their decision;
  - (b) of the action (if any) to be taken; and
  - (c) that the underperformance process is complete.

### **Effect of underperformance process**

- K6.15 If an employee's performance is assessed as "Does Not Meet Expectations", the Delegate will defer salary advancement under clause D10 unless the Delegate considers in his or her discretion that exceptional circumstances exist.
- K6.16 Once the underperformance process is complete, the employee may be eligible for salary advancement in accordance with clause D10. Salary advancement will take effect from the date of completion of the underperformance process.

## **K7 STUDY ASSISTANCE**

- K7.1 The NFSA will support employees undertaking formal study in fields that are relevant to its operations or will assist the career development of the employee. The intended course of study must be approved in advance of the employee commencing the course of study. Assistance may be provided by:

- (a) up to five hours paid study leave per week for each week of tuition time (calculated on a pro rata basis for part-time employees). This approved study leave can be used to travel to and from, and to attend, lectures, tutorials, examinations and assessments held during the employee's normal pattern of hours of duty;
  - (b) additional leave, which may be paid or unpaid, beyond the five hours per week, for full-time study, research, and exam preparation and to sit exams. This must be agreed between the employee and the relevant supervisor and the branch head;
  - (c) reimbursing some or all of the reasonable expenses incurred by an employee in relation to an approved course of study, including course fees and text books or specific tools or equipment required to undertake the course of study. The employee must provide documentary evidence of the costs incurred by the employee in relation to the approved course of study and evidence that the employee has satisfactorily completed the approved course of study; and
  - (d) allowing reasonable use of office equipment, including computers, photocopiers, faxes and printers as long as this is done outside of the employee's standard working hours.
- K7.2 Where circumstances exist that affected the employee's ability to satisfactorily complete an approved course of study (such as illness or injury, the needs of the NFSA or extenuating personal circumstances), the Delegate may approve the provision of assistance under clause K7.1 (in whole or part).
- K7.3 Employees may apply for financial assistance in advance of the study being undertaken in exceptional circumstances.
- K7.4 To avoid doubt, all benefits provided under this clause K7 cease immediately upon cessation of employment with the NFSA, and any monies owing on cessation will be recovered from final payments to the employee.
- K7.5 The ***Studies Assistance Guidelines*** provides details in relation to how study assistance is to be administered.

## **K8 MOBILITY WITHIN AND OUTSIDE THE NFSA**

- K8.1 Subject to operational requirements, the NFSA will encourage mobility within the organisation in order to provide employees with a broader understanding of its business and also provide them with developmental opportunities that offer different challenges and develop their skills.
- K8.2 Subject to operational requirements, the NFSA will be responsive to an employee's request to gain benefits from temporary periods of employment outside the NFSA.

## **PART L SEPARATION**

### **L1 TERMINATION OF EMPLOYMENT**

- L1.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those the employee is entitled to:
- (a) under Division 4 of Part 12 of the WR Act;
  - (b) under other Commonwealth laws (including the Constitution); and
  - (c) at common law.
- L1.2 Termination of, or a decision to terminate employment, cannot be reviewed under the procedures for dispute settlement procedures set out in clause M4 or the provisions for review of employment actions available under section 33 of the PS Act.
- L1.3 Nothing in this Agreement prevents the CEO from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with section 661 of the WR Act subject to compliance with the procedures established by the CEO for determining whether an employee has breached the APS Code of Conduct under section 15 of the PS Act.

### **L2 RETIREMENT, REDEPLOYMENT AND REDUNDANCY**

- L2.1 This clause L2 only applies to ongoing employees who are not on probation.

#### **Excess Employees**

- L2.2 An employee is excess if:
- (a) they are included in a class of employees employed in the NFSA, and the class comprises a greater number of employees than is necessary for the efficient and economical working of the NFSA;
  - (b) their services cannot be used effectively because of technological or other changes in the work methods of the NFSA or changes in the nature, extent or organisation of the functions of the NFSA; or
  - (c) the duties they usually perform are to be performed at a different locality, the employee is not willing to perform duties at the locality, and the Delegate has determined that these provisions will apply to that employee.
- L2.3 When the Delegate is aware that an employee is likely to become excess, the Delegate will at the earliest possible time advise the employee of the situation, and notify them of their right to choose a representative, which may include the relevant union.
- L2.4 The Delegate will hold discussions with the employee, and where they choose their representative, to consider:
- (a) measures that could be taken to resolve the situation, including redeployment opportunities for the employee at or below the employee's current classification level;
  - (b) referral to an Employee Assistance Program (see clause J5);
  - (c) referral to an agreed employment services provider; or
  - (d) whether voluntary redundancy might be appropriate.

- L2.5 The discussions will take place over a reasonable time, but should not exceed one month.
- L2.6 Where 15 or more employees are likely to become excess, the NFSA will comply with section 660 of the WR Act.
- L2.7 The Delegate may, prior to the conclusion of discussions with an employee, invite employees who are not excess employees to express interest in voluntary redundancy, where the retrenchment of those employees would permit the redeployment of employees who are in a redundancy situation and who would otherwise remain excess.
- L2.8 The Delegate must not involuntarily retire any employees if there remain employees engaged in that work at the employee's classification level in that location who have elected to be retired, been refused, and still wish to accept voluntary redundancy.
- L2.9 The Delegate will identify the employees who are excess to the NFSA's requirements:
  - (a) after the discussions have been held; or
  - (b) where the employee, or where they choose the employee's representative, has declined to discuss the matter one month after the Delegate has advised the employee or the employee's representative.
- L2.10 The Delegate will then advise those employees in writing that they are excess.
- L2.11 The Delegate will establish, through discussions outlined in clauses L2.3 to L2.5, which employees want to be offered voluntary redundancy immediately and which employees seek redeployment. An employee seeking redeployment will be advised in writing that they are excess (if this has not already occurred) and will promptly be referred to an agreed employment services provider for redeployment assistance.
- L2.12 The Delegate will take all reasonable steps, consistent with the interests of the efficient administration of the NFSA, to transfer an excess employee to a suitable vacancy at the same classification level within the NFSA.
- L2.13 The claims of any excess NFSA employees for transfer to vacant positions at or below their classification level will be considered in isolation from, and not in competition with, other applicants.

### **Financial Assistance**

- L2.14 An excess employee is entitled to reasonable assistance in meeting travel and incidental expenses incurred, and access to paid leave, to pursue reasonable efforts to find alternative employment.
- L2.15 Where it is necessary as a result of a transfer or reduction in classification for an excess employee to move their household to a new locality, the employee will be entitled to:
  - (a) the cost of conveyance of the employee, dependants and partner by the most economic means;
  - (b) reasonably incurred costs of removal of furniture and household effects of the employee, dependants and partner; and
  - (c) reasonably incurred expenses in kennelling and transporting a household pet or pets up to a maximum of \$150.00 (including GST).
- L2.16 The NFSA will provide employees with an amount up to \$500 (including GST) to enable an employee to access a financial counselling service and planning support services, of their

choice, in circumstances where an employee is to be made redundant and/or is considering redundancy. Proof of use and the cost of such services will be required by the NFSA.

### **Voluntary Redundancy**

- L2.17 An employee invited to accept voluntary redundancy must be given information on:
- (a) the amount of severance pay, pay in lieu of notice and pay in lieu of accrued leave credits to which the employee is entitled;
  - (b) the amount of the employee's accumulated superannuation contributions;
  - (c) options open to the employee concerning superannuation;
  - (d) the taxation rules applying to the various payments; and
  - (e) the level of assistance in accordance with clauses L2.14 to L2.16.
- L2.18 Where the Delegate invites an excess employee to accept voluntary redundancy, the employee will have one month in which to accept the offer, provided they have been in receipt of the information listed in clause L2.17 for a minimum of two weeks. Where the offer is accepted the Delegate will not give notice of termination of employment before the end of that period without the agreement of the employee.
- L2.19 The Delegate may make an offer of voluntary redundancy to an excess employee within two months of referral to an agreed employment services provider and, if not already made, will make an offer at the end of that period to an employee who has not been redeployed.
- L2.20 Only one offer of voluntary redundancy will be made to an excess employee. An excess employee who declines an offer of voluntary redundancy or who does not accept the offer within the one month period will immediately be referred to an agreed employment services provider.
- L2.21 Where the excess employee agrees to voluntary redundancy, the Delegate may terminate their employment under section 29 of the PS Act by giving the required period of notice. The period of notice will be four weeks (or five weeks for an employee over 45 with at least five years of continuous service).
- L2.22 Where an employee terminates their employment or their employment is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice as set out in the WR Act for the unexpired portion of the notice period.

### **Severance Benefit**

- L2.23 An employee who accepts an offer of voluntary redundancy and whose employment is terminated by the Delegate under section 29 of the PS Act (on the grounds that they are excess to requirements in the agency) is entitled to be paid a sum equal to two weeks salary for each completed year of service plus a pro rata payment for completed months of service since the last completed year of service.
- L2.24 The minimum sum payable will be four weeks salary and the maximum will be 48 weeks salary.
- L2.25 The severance benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during their period of service, and the employee has less than 24 years' full time service.

L2.26 Service for severance pay purposes means:

- (a) service in the NFSA;
- (b) Government service as defined in section 10 of the LSL Act;
- (c) service with the Commonwealth (other than service with a joint Commonwealth-State body corporate in which the Commonwealth has a controlling interest) which is recognised for long service leave purposes;
- (d) service with the Australian Defence Force; or
- (e) service in another organisation where:
  - (i) an employee was transferred from the APS to that organisation with a transfer of function; or
  - (ii) an employee engaged by that organisation on work within a function is engaged as an APS employee as a result of the transfer of that function to the APS; and
  - (iii) such service is recognised for long service leave purposes.

L2.27 For earlier periods of service to count there must be no breaks between the periods of service, except where:

- (a) the break in service is less than one 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
- (b) the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed section of the *Public Service Act 1922*.

L2.28 Any period of service which ceased:

- (a) through termination of employment on the following grounds:
  - (i) the employee lacks, or has lost, an essential qualification to perform his or her duties;
  - (ii) non-performance, or unsatisfactory performance, of duties;
  - (iii) inability to perform duties because of physical or mental incapacity;
  - (iv) failure to satisfactorily complete an entry level training course;
  - (v) failure to meet a condition imposed under section 22(6) of the PS Act; or
  - (vi) a breach of the Code of Conduct;
- (b) on a ground equivalent to a ground listed in clause L2.28(a) under the repealed *Public Service Act 1922*;
- (c) through voluntary retirement at or above the minimum retiring age applicable to the employee; or
- (d) with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit,

will not count as service for severance pay purposes.

L2.29 Absences from work, which do not count as service for long service leave purposes, will not count as service for severance pay purposes.

L2.30 For the purpose of calculating any severance payment, salary will include:

- (a) the employee's full-time salary adjusted on a pro rata basis for periods of part-time service; or
- (b) where an employee has been assigned duties at a higher classification level for a continuous period of at least 12 months immediately preceding the date on which the notice of retirement is received, the employee's salary for these purposes shall be at the higher rate; and
- (c) where the employee has undertaken shift work and is entitled to shift allowance for 50 per cent or more of the salary periods in the 12 months preceding being given notice of retirement, a weekly average of shift allowance due over the 12 months will be included in the salary; and
- (d) other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or
- (e) a payment for disabilities associated with performance of duty.

#### **Retention Periods**

L2.31 An excess employee who does not accept an offer of voluntary redundancy made by the Delegate is entitled to the following retention periods:

- (a) 13 months where an employee has 20 or more years of service or is over 45 years of age; or
- (b) 7 months for other employees.

Unless the employee agrees, the Delegate will not involuntarily terminate the employee's employment under section 29 of the PS Act until the retention period has elapsed.

L2.32 The retention period will commence on the earlier of the following:

- (a) the day the employee is advised in writing by the Delegate that they are an excess employee under clause L2.10; or
- (b) one month after the day on which the Delegate invites the employee to accept voluntary redundancy.

L2.33 The employee's retention period will be extended by any periods of approved personal/carer's leave or compassionate leave during the retention period.

L2.34 During the retention period the Delegate:

- (a) will continue to take reasonable steps to find alternative employment at level for the excess employee;
- (b) may, with four weeks notice, transfer the excess employee to a job at a lower classification level. Where this occurs before the end of an employee's retention period, the employee will receive income maintenance to maintain his or her salary at the previous higher level for the balance of the retention period; or

- (c) where the Delegate is satisfied that there is insufficient productive work available for the employee within the NFSA during the remainder of their retention period, the Delegate may, with the agreement of the employee, terminate their employment under section 29 of the PS Act and pay the balance of the retention period as a lump sum and this payment will be taken to include the payment in lieu of notice of termination of employment.

### **Involuntary Retrenchment**

- L2.35 The Delegate may involuntarily terminate an excess employee's employment under section 29 of the PS Act at the end of the retention period.
- L2.36 An excess employee will not be retrenched involuntarily unless they have been invited to accept an offer of voluntary redundancy.
- L2.37 An excess employee will not be retrenched involuntarily without being given four weeks notice (or five weeks notice for an employee over 45 with at least 5 years of continuous service) of termination of employment, or payment in lieu of notice.
- L2.38 An employee will receive reasonable time off with full pay to attend necessary employment interviews, from the date the period of notice commences.
- L2.39 The periods of notice required under clause L2.37 will, as far as practicable, be concurrent with the retention period.

### **Payment to Legal Representatives**

- L2.40 Where an employee dies, or the Delegate determines that an employee is presumed to have died on a particular date, payment will be made to the legal representative of the former employee of the amount to which the former employee would have been entitled had they ceased employment by resignation or retirement. This includes an amount for any outstanding leave entitlement.

## **PART M      Consultation and Dispute Resolution**

### **M1      ORGANISATIONAL CHANGE**

M1.1 Where the NFSA proposes to introduce significant change to the organisation which will have an impact on employees and/or changes required as a result of major funding increases or decreases the NFSA will fully consult with affected employees in relation to the change.

### **M2      WORKPLACE CONSULTATIVE COMMITTEE**

M2.1 The Workplace Consultative Committee (WCC) provides a forum for consultation and communication between management, staff and their representatives and will be consulted regarding:

- (a) the application, interpretation or implementation of this Agreement;
- (b) the development of policies, procedures and guidelines referred to in clause A6; and
- (c) any issues which have the potential to impact employees in their employment.

M2.2 The Workplace Consultative Committee will comprise the following members:

- (a) 4 employee representatives nominated by the Unions;
- (b) 1 employee representative located at each of the NFSA Sydney, Melbourne and Mitchell sites elected directly by employees;
- (c) 4 employee representatives located at the NFSA Headquarters site at Acton elected directly by employees; and
- (d) 3 management representatives nominated by the NFSA.

M2.3 A union organiser/full time official may be invited to attend meetings of the WCC.

M2.4 A quorum will comprise a minimum of 2 management representatives, 2 staff representatives and 2 representatives nominated by the Unions.

M2.5 The parties agree that the WCC is not a forum for resolving individual disputes (see clause M4).

M2.6 Detailed arrangements relating to the operation of the WCC are contained in the **WCC Terms of Reference**.

### **M3      EMPLOYEE REPRESENTATIVES**

M3.1 The NFSA will provide appropriate support for employees undertaking representational duties, having regard to the operational and resource requirements of the NFSA. Such support will include:

- (a) reasonable time during work hours for employee representatives to conduct their representational activities, without deduction of salary;
- (b) reasonable access to relevant training courses in accordance with clause I19;
- (c) reasonable access to office equipment and communications systems; and
- (d) reasonable interstate travel, approved in advance by the Delegate, to attend consultative meetings.

M3.2 In addition, the employee representatives on the WCC will be regarded as being on duty whilst attending the Committee and/or undertaking allocated tasks. Reasonable time will be available for preparation for meetings, including consulting with other staff. The NFSA will provide staff notice boards that employee representatives may use for the display of information. The Delegate will have the right to remove offensive or improper items.

#### **M4 DISPUTE RESOLUTION**

M4.1 Where a dispute between the NFSA and employees about the application, interpretation or implementation of this Agreement arises, the following procedures will apply.

##### **Dispute Settlement Procedures**

M4.2 While the procedures in this clause are being invoked work will continue as normal or as directed by the NFSA unless, objectively viewed, the employee has a reasonable concern about an imminent risk to his or her health and safety, in which case the employee must not unreasonably fail to comply with a direction by the NFSA to perform other available work that is safe for the employee to perform.

M4.3 A party to the dispute is entitled to be supported and/or represented by their chosen representative at any stage of these procedures.

M4.4 In the first instance, disputes should be resolved at the local level by the parties to the dispute. The parties to the dispute will commence action regarding the matter within two weeks of a dispute being notified to the NFSA.

M4.5 If the dispute is not resolved at the local level, one or more parties to the dispute may escalate the matter to the relevant SES employee for resolution.

M4.6 If the dispute is not resolved by escalating the matter to the relevant SES employee, either party to the dispute may request that mediation or alternative dispute resolution services be used to resolve the dispute.

M4.7 If the mediation or alternative dispute resolution is not agreed to, or if the matter remains unresolved following these steps, one or more of the parties to the dispute may notify the matter to the AIRC or its successor.

M4.8 The AIRC, or its successor, will, in responding to notification, have regard to whether the parties to the dispute have undertaken the steps outlined in this clause.

M4.9 The AIRC, or its successor, is empowered to settle the matters in dispute by conciliation and, if the matter remains unresolved, by arbitration. If arbitration is necessary, the AIRC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions, which are necessary to conduct the arbitration.

##### **Avoiding duplication of dispute resolution processes**

M4.10 At any time an employee may seek a review pursuant to s.33 of the PS Act to the extent allowed under that Act. An employee is not permitted to invoke the dispute settlement procedures set out in this clause M4 in relation to any matter which:

- (a) is being dealt with under section 33 of the PS Act; or
- (b) has been dealt with to finality and the NFSA has complied with any recommendations from the Merit Protection Commissioner.

M4.11 The AIRC or an alternative dispute resolution provider, must:

- (a) refrain from further conducting any alternative dispute resolution process or conciliation or arbitration of the dispute; and
- (b) dismiss the dispute;

where the initiating party to the dispute has applied, or applies, to have the dispute reviewed by a court or tribunal or under an alternative process and the action may be reviewed under that alternative process or by that court or tribunal.

## Attachment A

### ANNUAL SALARY RATES

| APS Classification Level   | Salary Points  | Commencement 4.0% | 1st anniversary of commencement 4.0% | 2nd anniversary of commencement 3.5% |
|--|----------------|-------------------|--------------------------------------|--------------------------------------|
| NFSA<br>Broad-band<br>Levels<br>1-3<br>(ongoing<br>employees only) | Under 18 years | 21,803            | 22,675                               | 23,469                               |
|  | at 18 years    | 25,438            | 26,455                               | 27,381                               |
|  | at 19 years    | 29,434            | 30,612                               | 31,683                               |
|  | at 20 years    | 33,067            | 34,390                               | 35,594                               |
|  | 1.1            | 36,338            | 37,791                               | 39,114                               |
|  | 1.2            | 37,558            | 39,061                               | 40,428                               |
|  | 1.3            | 38,615            | 40,159                               | 41,565                               |
| APS Level 2  | 1.4            | 40,162            | 41,768                               | 43,230                               |
|  | 2.1            | 41,123            | 42,768                               | 44,265                               |
|  | 2.2            | 42,257            | 43,948                               | 45,486                               |
|  | 2.3            | 43,365            | 45,099                               | 46,678                               |
|  | 2.4            | 44,493            | 46,272                               | 47,892                               |
| APS Level 3  | 2.5            | 45,602            | 47,427                               | 49,086                               |
|  | 3.1            | 46,840            | 48,714                               | 50,419                               |
|  | 3.2            | 48,057            | 49,980                               | 51,729                               |
|  | 3.3            | 49,279            | 51,250                               | 53,044                               |
|  | 3.4            | 50,741            | 52,770                               | 54,617                               |
| APS Level 4  | 3.5            | 52,397            | 54,493                               | 56,400                               |
|  | 4.1            | 53,092            | 55,216                               | 57,148                               |
|  | 4.2            | 54,472            | 56,650                               | 58,633                               |
|  | 4.3            | 55,868            | 58,103                               | 60,136                               |
| APS Level 5  | 4.4            | 56,682            | 58,950                               | 61,013                               |
|  | 5.1            | 58,229            | 60,558                               | 62,678                               |
|  | 5.2            | 60,052            | 62,454                               | 64,640                               |
|  | 5.3            | 61,744            | 64,214                               | 66,461                               |
| APS Level 6  | 5.4            | 62,397            | 64,893                               | 67,164                               |
|  | 6.1            | 63,651            | 66,197                               | 68,514                               |
|  | 6.2            | 66,637            | 69,302                               | 71,728                               |
|  | 6.3            | 69,622            | 72,406                               | 74,941                               |
| Executive Level 1  | 6.4            | 72,608            | 75,513                               | 78,156                               |
|  | 1.1            | 80,348            | 83,562                               | 86,486                               |
|  | 1.2            | 84,204            | 87,573                               | 90,638                               |
| Executive Level 2  | 1.3            | 88,062            | 91,585                               | 94,790                               |
|  | 2.1            | 92,576            | 96,279                               | 99,648                               |
|  | 2.2            | 97,686            | 101,594                              | 105,149                              |
|  | 2.3            | 105,010           | 109,210                              | 113,032                              |
|  | 2.4            | 108,536           | 112,877                              | 116,828                              |

#### Notes

1. Broadband arrangements only apply to ongoing employees, and do not apply to non-ongoing employees (see clause C2).

## Attachment B

### APS CADET ANNUAL SALARY RATES

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#### Practical Training

| Salary Points  | Commencement<br>4.0% | 1st anniversary of<br>commencement<br>4.0% | 2nd anniversary of<br>commencement<br>3.5% |
|----------------|----------------------|--|--|
| Under 18 years | 21,803               | 22,675                                     | 23,469                                     |
| at 18 years    | 25,438               | 26,455                                     | 27,381                                     |
| at 19 years    | 29,434               | 30,612                                     | 31,683                                     |
| at 20 years    | 33,067               | 34,390                                     | 35,594                                     |
| 1.1            | 36,338               | 37,791                                     | 39,114                                     |
| 1.2            | 37,558               | 39,061                                     | 40,428                                     |
| 1.3            | 38,615               | 40,159                                     | 41,565                                     |
| 1.4            | 40,162               | 41,768                                     | 43,230                                     |

#### Full-time study

| Salary Points         | Commencement<br>4.0% | 1st anniversary of<br>commencement<br>4.0% | 2nd anniversary of<br>commencement<br>3.5% |
|-----------------------|----------------------|--|--|
| <b>Under 18 years</b> | <b>12,428</b>        | <b>12,925</b>                              | <b>13,377</b>                              |
| <b>at 18 years</b>    | <b>14,500</b>        | <b>15,080</b>                              | <b>15,607</b>                              |
| <b>at 19 years</b>    | <b>16,778</b>        | <b>17,449</b>                              | <b>18,059</b>                              |
| <b>at 20 years</b>    | <b>18,848</b>        | <b>19,602</b>                              | <b>20,288</b>                              |
| <b>1.1</b>            | <b>20,713</b>        | <b>21,541</b>                              | <b>22,295</b>                              |
| <b>1.2</b>            | <b>21,408</b>        | <b>22,265</b>                              | <b>23,044</b>                              |
| <b>1.3</b>            | <b>22,010</b>        | <b>22,891</b>                              | <b>23,692</b>                              |
| <b>1.4</b>            | <b>22,892</b>        | <b>23,808</b>                              | <b>24,641</b>                              |

## Attachment C

### SHIFTWORK ALLOWANCE

The following rates, additional to the ordinary rate of pay, apply to shiftwork undertaken in accordance with clause G11. Clause E3 sets out the arrangements in relation to payment for shiftwork allowance.

| Shift Roster including weekends | Rate of Shift Allowance |
|---------------------------------|-------------------------|
| Monday - Friday 7am to 7pm      | Ordinary Time           |
| Monday - Friday 7pm to 7am      | 30%                     |
| Saturday                        | 50%                     |
| Sunday                          | 100%                    |
| Public Holidays                 | 150%                    |

Note: Shift Allowance is paid for the whole of the shift (excluding overtime hours).