



DECISION

Fair Work Act 2009

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

National Capital Authority

(AG2011/1661)

NATIONAL CAPITAL AUTHORITY ENTERPRISE AGREEMENT 2011-2014

State and Territory government administration

COMMISSIONER DEEGAN

BRISBANE, 14 JULY 2011

Application for approval of the National Capital Authority Enterprise Agreement 2011-2014.

[1] An application has been made for approval of an enterprise agreement known as the National Capital Authority Enterprise Agreement 2011-2014 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 21 July 2011. The nominal expiry date of the Agreement is 30 June 2014.



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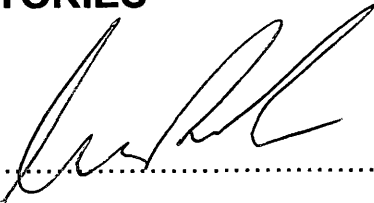
**NATIONAL CAPITAL AUTHORITY
ENTERPRISE AGREEMENT 2011 – 2014**

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PART A FORMAL ACCEPTANCE OF THE AGREEMENT AND SIGNATORIES

A1 Employer

Signed  Dated: 8/7/2011


Gary Michael Rake, Chief Executive
National Capital Authority
Treasury Building, King Edward Terrace, Parkes ACT 2600

A2 Bargaining Representative

Signed  Dated: 11/7/2011
..... DEPUTY NATIONAL PRESIDENT

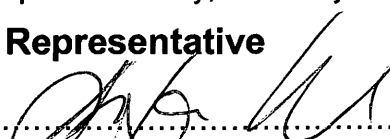
Community and Public Sector Union
40 Brisbane Avenue, Barton ACT 2600

A3 Bargaining Representative

Signed  Dated: 8/7/2011

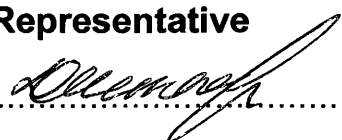
Paula Dewhurst
Bargaining Representative
c/- National Capital Authority, Treasury Building, Barton ACT 2600

A4 Bargaining Representative

Signed  Dated: 8/7/2011

Anton Veld
Bargaining Representative
c/- National Capital Authority, Treasury Building, Barton ACT 2600

A5 Bargaining Representative

Signed  Dated: 8/7/2011

Daniel Cavanagh
Bargaining Representative
c/- National Capital Authority, Treasury Building, Barton ACT 2600

PART B TECHNICAL AND GENERAL ISSUES

B1 Type of Agreement

B1.1 This is an Enterprise Agreement under section 172 of the *Fair Work Act 2009*.

B2 Title

B2.1 This Agreement shall be known as the *National Capital Authority Enterprise Agreement 2011 – 2014*.

B3 Objectives

B3.1 The objectives of this Agreement are to set out the terms and conditions of employment for NCA employees covered by the Agreement.

B4 Parties Covered by the Agreement

B4.1 In accordance with section 53 of the *Fair Work Act*, this Agreement covers:

- (a) the Chief Executive of the National Capital Authority; and
- (b) all employees of the NCA whose employment is, at any time when this Agreement is in operation covered by this Agreement (in accordance with sub-clause B5.2); and
- (c) the Community and Public Sector Union (CPSU) if Fair Work Australia notes in its decision to approve the Agreement that it covers the CPSU.

B5 Coverage

B5.1 Subject to sub-clause B5.2, this Agreement covers all employees engaged under the *Public Service Act 1999*.

B5.2 For this Agreement employees of the NCA do not include:

- employees substantively performing duties in the Senior Executive Service;
- an employee who is a party to an Individual Agreement-Based Transitional Instrument (formerly known Australian Workplace Agreement) made before the date of this Agreement; or
- an employee whose salary is not paid or funded by the NCA.

B6 Commencement and Duration

B6.1 This Agreement will commence operation 7 days after approval by Fair Work Australia.

B6.2 The nominal expiry date of this Agreement is 30 June 2014.

B7 No Extra Claims

- B7.1 From the commencement of this Agreement, a person or organisation covered by the Agreement will not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.
- B7.2 It is acknowledged that employment is subject to the provisions of Acts (and regulations and instruments made under those Acts) including but not limited to, the:
- (a) *Administrative Decisions (Judicial Review) Act 1977;*
 - (b) *Fair Work Act 2009;*
 - (c) *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009;*
 - (d) *Long Service Leave (Commonwealth Employees) Act 1976;*
 - (e) *Maternity Leave (Commonwealth Employees) Act 1973;*
 - (f) *Occupational Health and Safety (Commonwealth Employment) Act 1991;*
 - (g) *Public Service Act 1999;*
 - (h) *Public Employment (Consequential and Transitional) Amendment Act 1999;*
 - (i) *Safety, Rehabilitation and Compensation Act 1988;*
 - (j) *Superannuation Act 1976;*
 - (k) *Superannuation Act 1990;*
 - (l) *Superannuation Act 2005;*
 - (m) *Superannuation Benefits (Supervisory Mechanisms) Act 1990;*
 - (n) *Superannuation (Productivity Benefit) Act 1988;* and
 - (o) *Superannuation Guarantee (Administration) Act 1992.*
- B7.3 This Agreement states the terms and conditions of employment of the employees covered by this Agreement other than terms and conditions applying under a Commonwealth law or implied at common law.

B8 Delegation

- B8.1 The Chief Executive may, in writing, delegate any of the Chief Executive's powers or functions under this Agreement (other than under this clause).
- B8.2 A person exercising powers or functions under this clause must comply with any directions of the Chief Executive.

B9 Policies, guidelines and further information

- B9.1 Any policies, guidelines or further information referred to in this Agreement are not incorporated into and do not form part of this Agreement. Policies, guidelines and further information are in place to support the operation of this Agreement and may be varied from time to time. Policies and guidelines that alter employee entitlements will be made or varied by agreement of the parties to the Agreement following consultation.
- B9.2 If there is any inconsistency between the policies, guidelines, further information, and the express terms of this Agreement, the express terms of the Agreement will prevail to the extent of any inconsistency.

PART C REMUNERATION

C1 Annual Productivity Salary Increase

- C1.1 In recognition of their commitment to this Agreement and associated productivity initiatives, employees will, subject to clause C2, receive a productivity salary increase on commencement of the Agreement and from 1 July 2012 and from 1 July 2013.
- C1.2 The rate of productivity salary increases are:
- On commencement of the Agreement 5.0%
 - On 1 July 2012 2.0%
 - On 1 July 2013 2.0%
- C1.3 In addition to the productivity salary increase effective from the commencement of the Agreement as outlined in sub-clause C1.2, the NCA has provided higher salary increases for certain pay points where the respective pay point would be paid below the 5th percentile of APS salaries as advised by the Australian Public Service Commission. These higher salary increases reflect Part 2.1.6 of the APS Bargaining Framework to facilitate a reduction in pay dispersion across the Australian Public Service.
- C1.4 There is no qualifying period in relation to an employee's eligibility to receive a productivity salary increase.

C2 Salary Rates and Pay Points

- C2.1 The salary ranges and pay points applying from the commencement of this Agreement are specified in Appendix 1.
- C2.2 On commencement of this Agreement, an employee will move to the pay point equivalent to their current pay point as specified in Appendix 1.

- C2.3 Where an equivalent pay point on commencement of this Agreement is abolished the employee will:
- (a) move to the next highest pay point for the relevant classification if the employee received an overall rating of at least 3 - “Met Expectations” or “Satisfactory Performance” in his or her end of year Performance Assessment for the previous financial year;
 - or
 - (b) remain on their existing pay point for the relevant classification if the employee received an overall rating of 2 - “Requires Development” or 1 - “Unsatisfactory Performance” in his or her end of year Performance Assessment for the previous financial year until such time as his or her performance is rated at least as 3 - “Met Expectations” or “Satisfactory Performance”. In this case increases will not be backdated .
- C2.4 Clause C3 and the NCA’s Performance Management and Appraisal Scheme include rules about eligibility for Pay Point Advancement from 1 July each year, including the qualifying period.

C3 Pay Point Advancement

- C3.1 An employee will advance by one pay point at his or her substantive classification from 1 July each year where the employee:
- (a) is not already at the top pay point for his or her substantive classification;
 - (b) received an overall rating of at least 3 - “Satisfactory Performance” in his or her end of year Performance Assessment in accordance with the Performance Management and Appraisal Scheme; and
 - (c) has been paid at the same pay point or a higher pay point for at least six (6) months at 30 June, not including any periods of unpaid leave or unauthorised absences.
- C3.2 An employee on temporary assignment at a higher classification at 30 June will advance by one pay point within that higher classification from 1 July each year where the employee:
- (a) is not already at the top pay point for that higher classification;
 - (b) has been paid at the same or a higher pay point pay point for at least six (6) months at 30 June;
 - (c) received an overall rating of at least 3 - “Satisfactory Performance” in his or her end of year Performance Assessment in accordance with the Performance Management and Appraisal Scheme.
- C3.3 Where an employee receives an overall rating of 2 - “Requires Development” or 1 - “Unsatisfactory” in his or her end of year performance assessment the employee will be ineligible for Pay Point Advancement until such time as his or her performance is rated at least as 3 - “Satisfactory Performance”. In this case increases will not be backdated.

- C3.4 Notwithstanding the provisions of this clause, the Chief Executive may advance an employee at any time by one or more pay points where the Chief Executive considers the employee's performance has been of a standard that justifies the Pay Point Advancement or accelerated advancement.

C4 Individual Flexibility Arrangement

[This clause is based on the model flexibility clause at schedule 2.2 of the FW Regulations, with variations to the matters that may be covered by an IFA]

- C4.1 The Chief Executive and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the arrangement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) remuneration; and/or
 - (vi) leave; and
 - (b) the arrangement meets the genuine needs of the NCA and employee in relation to 1 or more of the matters mentioned in C4.1(a); and
 - (c) the arrangement is genuinely agreed to by the Chief Executive and the employee.
- C4.2 The Chief Executive must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- C4.3 The Chief Executive must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the NCA and employee; and
 - (c) is signed by the Chief Executive and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences and , where applicable, when the arrangement ceases.

C4.4 The Chief Executive must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

C4.5 The Chief Executive or the employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the Chief Executive and employee agree in writing — at any time.

C4.6 Aggregated information, including the reasons for use of flexibility agreements, will be reported annually to the Authority Consultative Committee.

C5 Junior Rates of Pay

C5.1 The Chief Executive may engage a person on junior rates of pay at the APS Level 1 where the person is under 21 years of age.

C5.2 Junior rates of pay are as follows:

- (a) under 18 years of age 60 per cent of the first pay point;
- (b) at 18 years of age 70 per cent of the first pay point;
- (c) at 19 years of age 81 per cent of the first pay point; and
- (d) at 20 years of age 91 per cent of the first pay point.

C6 Supported Salary for Employees with a Disability

C6.1 The Chief Executive may engage a person with a disability that meets the impairment criteria for the Disability Support Pension (DSP), and pay a supported salary determined in accordance with the procedures specified in Appendix 3.

C7 Salary on Commencement or Promotion

C7.1 Salary on commencement with the NCA or on promotion to a higher classification will usually be at the first pay point for that classification.

- C7.2 Notwithstanding sub-clause C7.1, the Chief Executive may authorise a higher initial pay point having regard to the employee's experience, qualifications, skills, work level standards, the nature of the duties to be assigned to the employee or his or her previous salary.
- C7.3 Where, at the time of commencement, an employee's salary is set at an incorrect salary point within the applicable salary range, the Chief Executive may determine in writing the payment of the employee's salary at the correct salary point.
- C7.4 At the discretion of the Chief Executive, an employee moving to the NCA whose salary in their previous agency (current salary) exceeds the current maximum salary of the relevant classification under this Agreement, may have their current salary maintained until such time as their salary is absorbed by NCA salary increases.

C8 Salary on Temporary Assignment within the NCA

- C8.1 Where an employee is temporarily assigned new duties with a higher classification for a continuous period of more than two (2) weeks, or a shorter period, which is then extended beyond two (2) weeks, he or she will be paid at the salary point determined by the Chief Executive having regard to:
- (a) the salary payable to the employee in respect of the duties they performed before the new duties were assigned or they were moved;
 - (b) the experience, qualifications and skills of the employee;
 - (c) work level standards; and
 - (d) the nature of the duties which are to be assigned to the employee.
- C8.2 Where the initial period is continuous for more than two (2) weeks, payment will commence immediately. Where a shorter period is extended to beyond two (2) weeks, payment will be made once the period exceeds two (2) weeks and will be backdated to the date of commencement of the temporary assignment.
- C8.3 For the purposes of sub-clause C8.1 the minimum salary point determined by the Chief Executive must be from a range in a higher classification.
- C8.4 Where an employee is required to work temporarily in a Senior Executive Service (SES) role, an appropriate salary and other benefits will be determined by the Chief Executive for the period of temporary assignment.

C9 Salary on Temporary Assignment to the NCA from another APS Agency

- C9.1 Where an employee from another APS agency is temporarily assigned duties in the NCA he or she will be paid at the salary point determined by the Chief Executive after considering whether any salary maintenance should apply in accordance with sub-clause C7.4.

C10 Salary on Reduction to a Lower Classification

- C10.1 Where an employee agrees, in writing, to temporarily perform duties at a lower classification level, the Chief Executive may determine in writing that the employee will be paid a rate of salary applicable to that lower classification level.
- C10.2 Where the Chief Executive and an employee agree to the employee performing duties at a lower classification on an ongoing basis, the Chief Executive will determine the new salary point having regard to:
- (a) the reasons for the re-assignment;
 - (b) the length of time the employee has been working at the higher classification;
 - (c) the experience, qualifications and skills of the employee.
 - (d) work level standards; and
 - (e) the nature of the duties which are to be assigned to the employee.
- C10.3 Where an employee voluntary moves to a lower classification on an ongoing basis, the employee's pay point will be determined by treating service at the higher level as service at the lower level and assuming that pay point advancement performance criteria had been satisfied throughout that period.
- C10.4 An employee's reduced salary will take effect after the expiration of an income maintenance period determined under this Agreement.

C11 Salary on termination of an AWA

- C11.1 Where an employee's AWA is terminated after the commencement of this Agreement and the employee becomes covered by this Agreement, the Chief Executive in consultation with the relevant employee will decide the relevant pay point applicable to the employee from the date of his or her coverage under this Agreement.
- C11.2 An employee's annual salary determined by the Chief Executive under sub-clause C11.1 will be no less than his or her annual salary under the pre-terminated AWA and will be maintained until the relevant rate of pay in Appendix 1 equals or exceeds the employee's maintained salary level.

C12 Payment of Salary

- C12.1 Employees will be paid fortnightly in arrears. The fortnightly rate of pay will be calculated using the following formula:

$$\text{Fortnightly pay} = \frac{\text{Annual salary} \times 12}{313}$$

- C12.2 Each employee's fortnightly salary will be paid in arrears by electronic funds transfer into an Australian financial institution account nominated by the employee allowing for reasonable disbursements or deductions at the request of the employee.

C13 Rate of salary – Irregular or Intermittent employees

- C13.1 Irregular or intermittent non-ongoing employees shall be paid a 20 per cent loading on their salary in lieu of public holidays not worked and all paid leave entitlements except long service leave.
- C13.2 An employee paid a 20 per cent loading in accordance with sub-clause C13.1 shall be regarded as a casual employee for the purposes of the Fair Work Act and is not entitled to any payment in relation to any form of leave except long service leave under this Agreement.
- C13.3 An employee paid a 20 per cent loading in accordance with sub-clause C13.1 is not entitled to any payment for public holidays or for the Christmas close-down period unless they attend work.

C14 Rate of salary – Regular Part-time employment

- C14.1 Unless agreed otherwise between the employee and the Chief Executive, where an employee is employed for an agreed number of regular hours per week which is less than the ordinary hours of duty specified in this Agreement, the employee shall receive, on a pro rata basis, equivalent pay and conditions to those of a full-time employee.
- C14.2 In relation to expense related allowances, an employee to whom sub-clause C14.1 applies will receive entitlements specified in the relevant clauses of this Agreement.

C15 Salary Packaging

- C15.1 Employees may access salary packaging and may package up to one hundred per cent of salary.
- C15.2 Employees are encouraged to seek independent financial advice prior to entering into a salary sacrificing arrangement.
- C15.3 Where an employee elects to access salary packaging, the employee's salary for the purposes of superannuation, severance and termination payments, and any other purposes, will be determined as if the salary packaging arrangement had not occurred.
- C15.4 Any fringe benefits tax incurred in relation to an individual employee as a result of his or her salary packaging arrangement will be met by the individual employee.

C16 Employer Superannuation Contributions

- C16.1 The NCA will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- C16.2 Employer contributions to the PSSap will be 15.4% of the employee's fortnightly contribution salary [or ordinary time earnings]. Employer contributions for employees in other accumulation schemes will be at the same rate as for employees in PSSap. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not

apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).

- C16.3 Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that does not count as service, unless otherwise required under legislation.
- C16.4 The Chief Executive may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by the NCA's payroll system.

C17 Workforce Capability and Organisational change

- C17.1 The parties to this Agreement acknowledge that the NCA will continue to change in its composition, structure and operation to meet the needs of its stakeholders.
- C17.2 As part of the NCA's desire to promote and develop a sustainable agency that can adapt to ongoing change, the NCA is committed to utilise the flexibilities with this Agreement to:
- providing ongoing access for its employees to flexible working arrangements that provide the best possible balance between the employees' working and personal life;
 - providing equitable remuneration for its employees to reduce any pay dispersion with other APS agencies;
 - ensuring the NCA is able to attract and retain an appropriate workforce to deliver its outputs; and
 - develop the capability of its current and future employees to meet the changing needs of the NCA.

PART D CLASSIFICATION

D1 Classification Structure

D1.1 The NCA's classification structure below the SES applying to this Agreement as specified in Appendix 1 is:

- Executive Level 2 (EL2);
- Executive Level 1 (EL1);
- APS Level 6;
- APS Level 5;
- APS Level 4;
- APS Level 3;
- APS Level 2; and
- APS Level 1

D2 Work Level Standards

D2.1 The NCA's Work Level Standards will be used in a number of ways, including:

- classification of jobs;
- development of job descriptions;
- development of selection criteria and other selection materials;
- setting an employee's salary on engagement, promotion or movement to the NCA or assignment of duties;
- workforce planning; and
- development of corporate learning and development strategies

D2.2 The Work Level Standards will be placed on the intranet for the information of all employees.

D3 Selection Processes

D3.1 The NCA is committed to good practice in its approach to recruitment, promotion and assignment of duties, which is consistent with the legislative framework established by the Public Service Act.

D3.2 The claims of NCA excess employees will be considered for vacancies at or below their substantive level prior to any decision to advertise externally.

D3.3 Temporary reassignment of duties opportunities expected to continue for periods of three (3) months or more will be advertised internally.

PART E ALLOWANCES AND TRAVEL EXPENSES

E1 Variation of Allowances

- E1.1 The allowance rates contained in this Agreement are the minimum allowances payable. The Chief Executive may review and increase the rates of allowances payable having regard to the relevance and adequacy of rates. Revised rates, if any, will be made available to employees and published/noted in the relevant guidelines.

E2 Fire Warden

- E2.1 An employee who is designated by the Chief Executive to undertake the role of fire warden, will be paid an allowance of \$25 per fortnight.
- E2.2 The allowance is paid through the payroll system and is subject to tax instalment deductions and will not count for superannuation purposes.

E3 First Aid

- E3.1 An employee who possesses a current First Aid Certificate and who is designated by the Chief Executive to undertake first aid responsibilities within the NCA will be paid an allowance of \$25 per fortnight.
- E3.2 The allowance is paid through the payroll system and is subject to tax instalment deductions and will count for superannuation purposes.

E4 Health and Safety Representative

- E4.1 An employee who is designated by the Chief Executive to undertake the role of Health and Safety Representative under the *Occupational Health and Safety (Commonwealth Employment) Act 1991*, will be paid an allowance of \$25 per fortnight.
- E4.2 The allowance is paid through the payroll system and is subject to tax instalment deductions and will not count for superannuation purposes.

E5 Harassment Contact Officer

- E5.1 An employee who is designated by the Chief Executive to undertake the role of Harassment Contact Officer will be paid an allowance of \$25 per fortnight.
- E5.2 The allowance is paid through the payroll system and is subject to tax instalment deductions and will not count for superannuation purposes.

E6 Healthy Lifestyle Allowance

- E6.1 The NCA is committed to providing eligible employees with assistance in maintaining a healthy lifestyle.
- E6.2 The NCA will provide for the reimbursement of expenditure up to \$275 per employee in each of the fringe benefit taxation years (i.e. 1 April to 31 March) covered by this Agreement, to assist with meeting the cost of healthy lifestyle activities including but not limited to, health and wellbeing programs, gym membership or health and fitness equipment.
- E6.3 For the 2011-12 fringe benefit taxation year, the expenditure of up to \$275 in sub-clause E6.2 will be reduced by any previous re-imburement paid to the employee in the 2011-12 fringe benefit taxation year as a Health Related Allowance under sub-clause E5.1 of the *National Capital Authority Enterprise Agreement 2009-11*.
- E6.4 The reimbursement is payable provided that the employee submits evidence of the expenditure and that the expenditure is related to the employee. The reimbursement is not payable for any part of the expenditure that has been reimbursed by a health insurance fund or other organisation.
- E6.5 To be eligible to receive the health related allowance an employee must have been employed with the NCA for a period of six (6) months prior to making a claim for re-imburement.
- E6.6 The re-imburement will be paid to the employee's nominated bank account through electronic funds transfer and is not subject to tax instalment deductions.

E7 Motor Vehicle

- E7.1 Where the Chief Executive considers that it will result in greater efficiency or involve less expense, the Chief Executive may authorise an employee, who has agreed to do so, to use a private car owned or hired by the employee at his or her own expense for official purposes. An employee is entitled to be re-imbursed an amount equal to the relevant airfare or mileage allowance, whichever is the lesser amount.
- E7.2 Where so authorised, the employee will be entitled to a Motor Vehicle Allowance of 80 cents per kilometre.
- E7.3 Motor Vehicle Allowance is paid through the payroll system, however this allowance is not subject to tax instalment deductions¹. This allowance is normally paid after a Motor Vehicle Allowance Claim Form has been received by the Human Resources Team.

¹ If travel is greater than 5,000 kilometres per financial year, the Motor Vehicle Allowance is subject to tax installment deductions.

E8 On Call Duty and Allowances

- E8.1 Where the Chief Executive directs an employee to be contactable and available for on call duty for a specified period outside of his or her ordinary hours of work, the employee is eligible to receive an on-call allowance and, where the employee is required to attend and work in accordance with this clause, overtime.
- E8.2 For the purpose of this clause, an employee's ordinary hours of work are deemed to be between 8.30am and 5.00pm, Monday to Friday.
- E8.3 Payment of allowances and overtime under this clause is subject to the following conditions:
- (a) employees above the substantive classification of APS Level 6 will not be eligible to receive payment;
 - (b) any direction under sub-clause E8.1 must be made by the Chief Executive in writing prior to the specified period, or must be subsequently approved in writing by the Chief Executive where the circumstances did not permit prior direction;
 - (c) where possible employees will be provided with an official vehicle in accordance with the guidelines for home garaging of official vehicles, or if required to use own vehicle, will be reimbursed in accordance with clause E6; and
 - (d) employees will be provided with the use of a mobile phone.

On-call allowance

- E8.4 Where the Chief Executive has directed an employee to be contactable and available to perform extra duty under sub-clause E8.1 the employee will be eligible for payment of an on-call allowance of \$500 per week (or pro-rata daily amount) for each week (or day).
- E8.5 The on-call allowances paid under this clause will not count for superannuation purposes.
- E8.6 Employees are not eligible to receive the on-call allowance under sub-clause E8.4 for any period(s) of leave.

Payment for attendance

- E8.7 Where the Chief Executive has directed an employee to be contactable and available to perform extra duty under sub-clause E8.1, and the employee is required to attend the office or another location, the employee is eligible for payment of overtime at the rate of double time for each hour or part-hour worked, inclusive of reasonable travelling time.
- E8.8 The maximum period available under sub-clause E8.7 without the Chief Executive's written approval is 5 hours in any 24 hour period.

- E8.9 Notwithstanding the provisions of this clause, where an employee is on duty under this clause the Chief Executive may pay him or her more, which the Chief Executive will determine having regard to the circumstances of the situation.

Additional Allowance

- E8.10 An employee is entitled to an additional \$55 per day where he or she is rostered by the Chief Executive to be on call for any day during:
- (a) Easter between Good Friday and Easter Monday (inclusive); or
 - (b) the Christmas close down between Christmas Day and the day before the first working day in the New Year (inclusive); or
 - (c) any other public holiday where it is gazetted or substituted as a Friday or Monday.

E9 Domestic Travel

Accommodation

- E9.1 An employee who is required to be away overnight from the ACT on official business will have the costs of hotel/motel accommodation (inclusive of government taxes and charges) met up to a maximum of \$170 per night. In cases where there are additional accommodation costs, reimbursement of these additional costs will require the Chief Executive's prior approval.
- E9.2 Employees are required to take advantage of special government discount rates for accommodation and/or other commercial suppliers who are able to obtain accommodation at lower than the advertised room rate when booking overnight accommodation.

Travelling Allowances

- E9.3 A rate of travelling allowance as set out in sub-clauses E9.4 to E9.9 for meal(s) and incidental expenses will be paid to an employee who undertakes travel outside the ACT on official business. The allowance is in addition to the cost of travel.
- E9.4 An employee who is required to be away overnight from the ACT on official business will be paid an allowance for meals and incidental expenses of:
- (a) \$115 for each full day away, comprising \$15 for incidental expenses, \$30 for breakfast, \$30 for lunch and \$40 for dinner; and
 - (b) for part days away:
 - (i) \$15 for incidental expenses;
 - (ii) \$30 for breakfast where the employee is away from 6.00am to 8.00am;
 - (iii) \$30 for lunch where the employee is away from 12.00 midday to 2.00pm; and
 - (iv) \$40 for dinner where the employee is away from 6.00pm to 8.00pm.

- E9.5 Where an employee is required to be away from the ACT on official business for a period longer than 10 hours but does not stay overnight the employee will be paid an allowance of \$50 for meals and incidental expenses and any other expenses pre-approved by the Chief Executive. The allowance paid under this clause is paid through the payroll and is a taxable allowance.
- E9.6 Where an employee is required to be away from the ACT on official business and is provided with a meal(s) paid for by the Commonwealth, and would otherwise be entitled to an allowance calculated in accordance with sub-clauses E9.4 or E9.5, the allowance will be reduced by the relevant amount identified in sub-clause E9.4 for each meal provided to the employee.
- E9.7 Where an employee is required to be away from the ACT on official business and is provided with accommodation and all meals, he or she will be paid \$15 for each day, or part thereof in recognition of incidental expenses.
- E9.8 Where an employee stays in private or non-commercial accommodation, an allowance of \$90 per night will be paid to the employee in lieu of the accommodation and meal amounts stated in sub-clauses E9.1 and E9.4. The employee will, however, be paid \$15 for each day, or part thereof in recognition of incidental expenses.
- E9.9 The payment of travelling allowance under sub-clauses E9.3-E9.6 will be made through electronic funds transfer into a financial institution account nominated by the employee.

E10 Class of Travel

- E10.1 Where an employee is required to travel by air on official business the usual class of travel shall be economy class unless the Chief Executive approves a higher class of fare.

E11 Recognition of Travel Time

- E11.1 Where an APS Level 1-6 employee undertakes travel outside the ACT on official business between the 7.30am to 6.30pm bandwidth the travel time may be recorded as flextime. The start and finish times of the bandwidth may be adjusted in recognition of travel time with the approval of the Chief Executive.
- E11.2 Travel time will not be paid as overtime.

E12 Review of Travelling Allowance

- E12.1 After an employee has been receiving travelling allowance for a period of 21 days, the allowance will be reviewed to be equal to the amount actually being expended on accommodation, meals and incidentals, or an amount which the Chief Executive considers to be reasonable in the circumstances.

E13 Relocation Assistance

E13.1 The Chief Executive will determine the extent of any financial assistance offered to a person to relocate to work for the NCA upon:

- (a) engagement on an ongoing basis;
- (b) promotion or movement on an ongoing basis; or
- (c) temporary assignment which exceeds or is expected to exceed 12 months (or in some circumstances, a shorter period where the Chief Executive considers it appropriate).

PART F FLEXIBLE WORK ENVIRONMENT

F1 General

- F1.1 The provisions for hours of work in this Agreement are intended to achieve the following outcomes:
- (a) flexibility to cope with fluctuations in workloads throughout the year;
 - (b) to meet customer service requirements at the NCA's exhibition facilities and events; and
 - (c) to provide the best fit between the NCA's operational needs and employees' preferences and achieve the best balance between the employees' working and personal life.
- F1.2 In order to achieve these outcomes, employees and supervisors must work together to manage employees' working hours to ensure:
- (a) employees are compensated for the hours they are required to work;
 - (b) work priorities are assessed and managed to ensure that additional hours are only worked where other options are not reasonable or practical; and
 - (c) employees' working hours and flex credits are managed to ensure that flex credits are accumulated during periods of peak workload and reduced at other times.
- F1.3 The provisions in this Agreement allow supervisors to place limits on the hours an employee works and the authority to require an employee to take flex leave. Supervisors also have a responsibility to ensure that employees are not required to undertake unpaid work.

Recording Attendance

- F1.4 Employees are required to record their daily attendance as advised by the NCA from time to time.

F2 Ordinary Hours of Work

- F2.1 The ordinary hours of work are the basis for calculation of employees' annual salary, leave credits and flextime credits or debits.
- F2.2 Where employees work full-time the ordinary hours of work are 7 hours 30 minutes per day, Monday to Friday.
- F2.3 Where employees work part-time the ordinary hours of work are stated in their part-time work agreements.
- F2.4 Employees may be required to work reasonable additional hours.
- F2.5 Employees must not work more than five (5) hours without at least a 30 minute meal break.

F3 Working Outdoors

- F3.1 An employee who works predominantly outdoors may elect to work his or her ordinary hours of work outside the flex bandwidth hours of 7.30am to 6.30pm, with the agreement of his or her supervisor.
- F3.2 The hours worked under sub-clause F3.1 will not attract penalty or overtime payments.
- F3.3 The NCA will provide sunscreen for its employees at all office workplaces and a sun protection hat to any employee who undertakes any work outdoors.

F4 Flextime

- F4.1 Flextime will operate in accordance with the NCA Flextime Guidelines.
- F4.2 Any changes to the NCA Flextime Guidelines will be in consultation with the Authority Consultative Committee.
- F4.3 The flextime provisions stated in this clause and in the flextime guidelines apply to all APS Level 1-6 employees other than those who:
- (a) are required to work fixed daily hours; or
 - (b) work on an irregular or intermittent basis.
- F4.4 The aims of the flextime system are to:
- (a) provide employees with an enhanced opportunity to meet personal commitments during the day by adjusting their working hours;
 - (b) deal more effectively with workload by allowing employees to work longer hours during busy times and shorter hours during quieter times; and
 - (c) allow the opportunity for more effective management of employees' time to meet operational requirements.
- F4.5 Where an employee and his or her supervisor agree the employee can have a flex day and the supervisor subsequently directs the employee to attend work on the previously approved flex day the employee is permitted to be above the maximum flex credit at the end of the settlement period.
- F4.6 Where an employee is or will be above the maximum flex credit at the end of the settlement period under sub-clause F4.5 the supervisor and the employee must agree in writing on when sufficient flex leave will be taken to reduce the employee's flex credits below the maximum flex credit by the end of the next settlement period.

Definitions and concepts

- F4.7 The following definitions and concepts apply to the NCA's flextime system:
- (a) **bandwidth** – the hours within which an employee may work his or her ordinary hours under the flextime system. The bandwidth hours are 7.30am to 6.30pm, Monday to Friday.

- (b) **settlement period** – a two (2) week period aligned with pay periods in each financial year used to reconcile employees' working hours under the flextime system.
- (c) **core hours** – the hours during which an employee must work under the flextime system unless he or she is on approved leave. The core hours for full-time employees are 9.30am to 12.00 midday and 2.00pm to 4.00pm, Monday to Friday. The core hours for part-time employees is stated in their part-time work agreements.
- (d) **flex credit** – a tally of the working hours an employee has worked in excess of his or her ordinary hours of work.
- (e) **maximum flex credit** – 20 hours for full-time employees and a pro rata amount for part-time employees.
- (f) **flex debit** – a tally of the working hours an employee has worked that are less than his or her ordinary hours of work.
- (g) **maximum flex debit** –7.5 hours for full-time employees and a pro rata amount for part-time employees.
- (h) **flex leave** – any approved absence during core hours that is not a form of leave covered under Part F of this Agreement.
- (i) **standard day** – the working hours that apply to any employee who is removed from the flextime system. The standard day for a full-time employee is 8.30am to 5.00pm, Monday to Friday, with a one (1) hour lunch break between 12.00 midday and 2.00pm as determined by the employee's supervisor. The standard day for part-time employees is stated in their part-time work agreements.

F5 Fixed Daily Hours

- F5.1 Employees may be required to work fixed daily hours for operational reasons.
- F5.2 Fixed daily hours do not apply to employees who work on an irregular or intermittent basis.
- F5.3 Where employees work fixed daily hours their starting and finishing times and meal breaks will be determined by their supervisor.
- F5.4 Fixed daily hours must be within 7.30am to 6.30pm, Monday to Sunday.
- F5.5 Employees working fixed daily hours may have their working hours set out in a roster. Where a roster is used, it must be prepared at least seven (7) days in advance.
- F5.6 The average number of hours included in a roster must be equal to the employee's ordinary hours of work.

- F5.7 Changes to a roster may be made by an employee's supervisor:
- (a) at any time up to seven (7) days in advance;
 - (b) within seven (7) days with the employee's agreement; or
 - (c) within seven (7) days without the employee's agreement where the supervisor is unable to provide seven (7) days notice because of the illness or the unanticipated absence of another employee.
- F5.8 A full-time ongoing employee normally only rostered to work his or her ordinary hours of work on a weekday, will not be rostered to work on a weekend without his or her agreement.

Fixed daily hours credits

- F5.9 An employee may accumulate fixed daily hours credits where his or her supervisor:
- (a) requires the employee to start up to one (1) hour earlier than his or her rostered start time or finish up to two (2) hours after his or her rostered finish time, but not later than 6.30pm; or
 - (b) agrees with the employee's request to start up to one (1) hour earlier than his or her rostered start time or finish up to (2) two hours after his or her rostered finish time, but not later than 6.30pm.
- F5.10 The maximum fixed daily hours credit is 10 hours.
- F5.11 Where an employee has a fixed daily hours credit, his or her rostered hours may be reduced by the amount of the credit, or part thereof, without loss of pay and the credit reduced accordingly.
- F5.12 Where an employee has reached the maximum fixed daily hours credit, his or her rostered hours for the next available roster must be reduced by a sufficient amount to reduce his or her credit to below the maximum.

Penalty payments - employees working fixed daily hours

- F5.13 The following penalty payments apply to employees working fixed daily hours who are required to work on weekends, public holidays or on the working days between Christmas and New Year:
- (a) Saturdays (other than public holiday) – 50 per cent;
 - (b) Sundays – 100 per cent;
 - (c) Public holidays – 150 per cent; and
 - (d) working days between Christmas and New Year – 50 per cent.
- F5.14 An employee must be paid for a minimum of four (4) hours where required to work on a public holiday.

Annual leave

- F5.15 Employees working fixed daily hours who work on a Sunday or public holiday are entitled to additional annual leave equal to half of the total hours worked on Sundays and public holidays, up to a maximum of one (1) week per year of continuous service where:
- (a) the employee is full-time; or
 - (b) the employee is part-time with an average of not less than five (5) shifts per week and is regularly rostered to work on Sundays and public holidays.
- F5.16 An employee's pay while on annual leave will include any penalty payments the employee would have received if he or she had not been on leave.

F6 Executive Level Employees' Working Hours

- F6.1 An Executive Level employee is able to determine his or her actual hours of work on each day, subject to the following:
- (a) the employee's supervisor may require the employee to start work by no later than a nominated time or finish no earlier than a nominated time;
 - (b) the employee must be at work on every weekday unless he or she is part-time, on an approved form of leave, or his or her supervisor has agreed to the employee having time off in recognition of additional hours the employee has worked; and
 - (c) the employee works an average of no less than the employee's ordinary hours of duty.
- F6.2 Executive Level employees may be required to work reasonable additional hours in order to achieve required outcomes. There will be no additional pay or overtime for any such additional hours.
- F6.3 While the NCA's flextime arrangements do not apply to Executive Level employees, supervisors should consider flexibility in working arrangements, including working hours, consistent with operational requirements.
- F6.4 Where an Executive Level employee undertakes significant productive effort which involves working in excess of ordinary hours for sustained periods the supervisor, having regard to operational requirements, will grant reasonable Time-off in Lieu (TOIL) to recognise the additional effort by the employee. Reasonable TOIL arrangements will be available for Executive Level employees that is fair and reasonable in recognition of significant additional effort. Such absences do not need to be covered by official leave.

F7 Irregular or Intermittent Employees

- F7.1 Where an employee works on an irregular or intermittent basis, his or her working hours will be based on the NCA's requirements and may be changed with one (1) hour's notice.

- F7.2 The following penalty rates apply to employees working on an irregular or intermittent basis who are required to work on weekends, public holidays or on the working days between Christmas and New Year:
- (a) Saturdays (other than public holiday) – 50 per cent;
 - (b) Sundays – 100 per cent;
 - (c) Public holidays – 150 per cent; and
 - (d) working days between Christmas and New Year – 150 per cent.
- F7.3 The penalty payments are based on the employee's hourly rate of pay including the 20 per cent loading.
- F7.4 The minimum period of engagement for an employee working on an irregular or intermittent basis will be three (3) hours.
- F7.5 In accordance with the FW Act, an employee working on an irregular or intermittent basis is entitled to unpaid carer's leave and unpaid compassionate leave, subject to meeting the conditions applicable to these forms of leave.

F8 Overtime

- F8.1 Overtime provisions only apply to employees at the APS Level 1 to APS Level 6.
- F8.2 An employee working under the flextime system is entitled to overtime payments where his or her supervisor requires the employee to work:
- (a) outside the bandwidth hours;
 - (b) in excess of 10 hours in a day; or
 - (c) in excess of his or her ordinary hours of work where the employee has more than the maximum flex credits.
- F8.3 An employee working under fixed daily hours is entitled to overtime where his or her supervisor requires the employee to work:
- (a) outside the bandwidth hours;
 - (b) in excess of 10 hours in a day; or
 - (c) more than one (1) hour earlier than his or her rostered starting time or two (2) hours longer than his or her rostered finishing time for that day.
- F8.4 Where an employee is required to work overtime and he or she does not have more than the maximum flex credits, his or her supervisor may require the employee to work additional hours under the flextime system until the commencement of overtime, subject to meal break requirements.
- F8.5 Overtime is paid at the following rates:
- (a) Monday to Saturday – time and a half;
 - (b) Sunday – double time; and
 - (c) Public holidays – double time and a half.

- F8.6 An employee who has a flex debit may elect to receive his or her overtime entitlements as time off in lieu to reduce or eliminate his or her flex debit.
- F8.7 An employee and his or her supervisor may agree to the employee taking overtime entitlements as time off in lieu. Agreement to time off in lieu must include agreement in writing on when the time off will be taken.
- F8.8 Time off in lieu agreed to under sub-clauses F8.6 and F8.7 shall accrue at overtime rates in accordance with sub-clause F8.5.

Rest break

- F8.9 An employee must have a break of at least eight (8) hours plus reasonable travelling time between finishing work on any day and next starting work.

Meal allowance

- F8.10 Employees are entitled to a meal allowance of \$30 where required to work more than two (2) hours of overtime on a working day, or four (4) hours overtime on a non-working day.
- F8.11 Employees are entitled to a second meal allowance where required to work nine (9) hours overtime.
- F8.12 To be eligible for payment of the meal allowance under sub-clause F8.10 and F8.11, employees must take an unpaid meal break of at least 30 minutes duration.

Emergency duty

- F8.13 Emergency duty is where an employee is required by the Chief Executive to attend work on a non-working day without being provided with notice of the requirement prior to last finishing work.
- F8.14 Where the employee works emergency duty, he or she must be paid overtime rates for all work undertaken plus reasonable travel time to and from work, subject to a minimum payment for two (2) hours.

F9 Part-time Work

- F9.1 Part time work will operate in accordance with the NCA Part Time Work Guidelines.
- F9.2 Any changes to the NCA Part Time Work Guidelines will be in consultation with the Authority Consultative Committee.
- F9.3 A part-time employee is an employee whose ordinary hours of work are less than 150 hours over a four (4) week period.
- F9.4 Remuneration, leave and other conditions, with the exception of allowances of a reimbursement nature, will be calculated on a pro-rata basis.
- F9.5 A part-time employee must work a minimum of three (3) hours on each day he or she works.

- F9.6 Where a part-time employee is required and agrees to work additional hours within the bandwidth, the rate of payment will be at their ordinary hourly rate. Where these additional hours fall outside the bandwidth, or where the total number of hours worked in a fortnight exceeds the standard hours for a full-time employee, a part-time employee shall be entitled to payment at overtime rates as per sub-clause F8.5.

PART G LEAVE

G1 General

G1.1 All existing accrued annual leave and personal leave credits of current NCA employees will be recognised and converted to annual leave and personal leave under this Agreement.

G2 Portability of Accrued Leave Entitlements

G2.1 Where an employee moves (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued annual leave and personal/carer's leave (however described) will be recognised, provided there is no break in continuity of service.

G2.2 Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave (however described) will be recognised.

G2.3 For the purposes of this clause:

(a) 'APS employee' has the same meaning as the *Public Service Act 1999**

(b) 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*

G2.4 These accrued leave entitlements will be converted into the NCA's leave categories as appropriate, with access to the credits being in accordance with this Agreement.

G3 Annual Leave

Annual leave credits

G3.1 A full-time employee is entitled to 20 working days paid annual leave for each completed year of service.

G3.2 Annual leave will accrue on a fortnightly basis according to the following formula

$$\text{Annual leave credits} = \frac{4.0 \times A \times B}{365}$$

Where:

A = the average number of weekly ordinary hours of duty for the fortnight (based on a 7 hour 30 minute day)

B = the number of calendar days to count as service during the fortnight

- G3.3 Where an employee works part-time, the employee's annual leave entitlement will accrue on a pro-rata basis according to the approved part-time hours.
- G3.4 For the purposes of the formula in sub-clause G3.2, the average number of weekly ordinary hours of duty is reduced for any unauthorised absences that occurred during the fortnight.
- G3.5 For the purposes of the formula in sub-clause G3.2, where the employee is absent on worker's compensation, the average number of weekly ordinary hours of work:
- (a) for the first 45 weeks is calculated as though the employee is still at work; and
 - (b) after the first 45 weeks, is the actual number of hours worked.
- G3.6 Where an employee has taken more than 30 calendar days of unpaid leave not counting as service during the calendar year, his or her annual leave credits are reduced according to the following formula:

$$\text{Reduction in annual leave credits} = \frac{4.0 \times A \times B}{365} \text{ hours}$$

Where:

A = the average weekly ordinary hours of work for the calendar year to date

B = the number of calendar days of unpaid leave not to count as service that have been taken during the calendar year and have not yet been used to reduce annual leave credits

- G3.7 Employees who work fixed daily hours may be entitled to additional annual leave credits in accordance with sub-clause F5.15. These additional leave credits are added after calculation of the employee's annual leave credits using the formula in sub-clause G3.2.
- G3.8 An employee does not lose annual leave credits for any public holiday which falls within a period of annual leave.

Taking of annual leave

- G3.9 The taking of annual leave is subject to the approval of the Chief Executive who will not unreasonably refuse a request for leave. In authorising leave the Chief Executive will consider:
- (a) the significance of any operational implications of the leave; and
 - (b) the employee's personal circumstances and preferences.
- G3.10 An employee may apply to take annual leave at half pay. An employee with 'excess annual leave credits' i.e. more than 8 weeks credit will not receive approval to utilise annual leave at half pay until their annual leave credit is at or below 8 weeks.

- G3.11 Employees are encouraged to take at least 10 days annual leave in each year of service, or a pro rata amount for part-time employees.
- G3.12 An employee is entitled to take annual leave where he or she:
- (a) is unfit for work due to a long term illness;
 - (b) does not have any paid personal leave credits; and
 - (c) has available annual leave credits.
- G3.13 Annual leave will not be approved within a period of long service leave.

Cashing out of annual leave

- G3.14 An employee may, with the approval of the Chief Executive, cash out a portion of the employee's annual leave credit on one occasion each financial year.
- G3.15 There is no limit to the amount of annual leave that an employee may cash out provided that the employee retains a balance of 4 weeks' entitlement to paid annual leave after cashing out an amount of the employee's accrued entitlement. Pro-rata balances will apply for part-time employees.
- G3.16 Each cashing out of a particular amount of paid annual leave under sub-clause G3.14 must be by a separate agreement in writing with the Chief Executive. The employee will be paid the full amount that would have been paid to the employee had the employee taken the leave that is cashed out.
- G3.17 The Chief Executive will not approve requests to cash out leave in accordance with sub-clause G3.14 unless the employee has taken 2 weeks annual leave in the 12 months immediately preceding the request to cash out leave. Pro-rata arrangements will apply for part-time employees.

Excess annual leave credits

- G3.18 Any annual leave credits in excess of eight (8) weeks are called "excess annual leave credits".
- G3.19 Where an employee has excess annual leave credits on 30 June in each year, he or she will be directed by the Chief Executive to take the excess annual leave credits commencing no later than the first working day after 14 July in that year.
- G3.20 The Chief Executive may choose not to direct the employee to take the excess leave credits under sub-clause G3.19 until the end of December in that year where:
- (a) the employee has special circumstances that the Chief Executive considers justify the deferral; or
 - (b) there are operational requirements that would be significantly affected by the employee starting the leave in the middle of July.
- G3.21 The employee will not be directed to take more than ¼ of his or her total annual leave credits at any one time.

G4 Purchased Leave (Employee funded leave)

- G4.1 The Purchased Leave Scheme is available to ongoing employees and enables them to purchase up to four (4) weeks additional leave per year through salary deductions averaged over the whole year to allow the employee to continue to receive pay during the additional leave.
- G4.2 Purchased leave will operate in accordance with the NCA Purchased Leave Guidelines.
- G4.3 Any changes to the NCA Purchased Leave Guidelines will be in consultation with the Authority Consultative Committee.

G5 Personal Leave

Personal leave credits

- G5.1 Subject to clause G5.3 an ongoing employee is entitled to 18 days paid personal leave at the beginning of each year of continuous service in the APS, which will accrue at a rate of 1.5 days per calendar month and be credited at the completion of each calendar month.
- G5.2 Where an employee works on a non-ongoing basis for a specified term, he or she will accrue paid personal leave credits at the rate of 1.5 days personal leave per month of employment.
- G5.3 Upon engagement in the APS by the NCA, an ongoing employee will receive a credit of 18 days paid personal leave on commencement and thereafter annually on the anniversary of commencement.
- G5.4 Where an employee works part-time, personal leave credits will be calculated on a pro-rata basis based on the employee's working hours at the time of accrual.
- G5.5 Personal leave is cumulative but will not be paid out on separation.
- G5.6 Where an employee moves from employment as a non-ongoing employee in the NCA to employment as an ongoing employee within 12 months of commencement with the NCA, without a break in continuity of service, his or her accrual date for personal leave will be backdated to when the employee commenced their last engagement as a non-ongoing employee in the NCA.
- G5.7 Where the provisions of sub-clause G5.6 applies to an employee he or she will be credited with 18 days personal leave credits on commencement as an ongoing employee less any personal leave with pay taken in the previous 12 months as a non-ongoing employee in the NCA.
- G5.8 The "personal leave year" is the period between accruals of personal leave credits.
- G5.9 The accrual date for personal leave will be deferred by one (1) month for each 30 days of unpaid leave not counting as service that has been taken by the employee during the personal leave year.
- G5.10 The accrual date for personal leave will be delayed by the period of any unauthorised absence.

- G5.11 Where the employee is absent on worker's compensation:
- (a) the first 45 weeks shall be counted as continuous service for the purpose of accrual of personal leave credits; and
 - (b) after the first 45 weeks, the accrual date for personal leave shall be delayed by the length of the absences on worker's compensation.
- G5.12 Where an employee is retired from the APS on the grounds of invalidity, and is subsequently re-appointed as a result of action taken under section 75 of the *Superannuation Act 1976*, the employee is entitled to be credited with personal leave equal to the balance of his or her personal leave at the time of invalidity retirement.
- G5.13 The Chief Executive may allow an ongoing employee to anticipate personal leave credits for the following personal leave year where the employee has used all of his or her paid personal leave credits and would otherwise suffer financial hardship.
- G5.14 Where an employee has exhausted their entitlements to paid personal leave, or does not have an entitlement to personal leave, the employee may take up to 2 days unpaid carer's leave in accordance with section 102 of the Fair Work Act.

Use of personal leave

- G5.15 The Chief Executive may grant an employee paid personal leave for the following purposes, subject to the employee having personal leave credits:
- (a) because the employee is not fit for work because of a personal illness or a personal injury affecting the employee; or
 - (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness or injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- G5.16 Where an employee is unfit for work due to personal illness or injury for three (3) days or more while on annual leave or purchased leave the Chief Executive may grant paid personal leave subject to:
- (a) the availability of paid personal leave credits; and
 - (b) supply of a medical certificate verifying that the employee was unfit for work.
- G5.17 An employee must advise his or her supervisor of his or her intention to apply for personal leave as soon as possible.
- G5.18 An employee will not be entitled to paid personal leave while also entitled to paid leave under the *Maternity Leave (Commonwealth Employees) Act 1973*.

- G5.19 There is no limit to the maximum continuous amount of personal leave which may be granted for absences due to personal illness or injury, subject to available credits, appropriate notice, documentary evidence requirements and, if required the opinion of a medical practitioner nominated by the Chief Executive.
- G5.20 Subject to sub-clause 0, an employee will not, without the employee's consent be retired on invalidity grounds before the employee's personal leave credits have been exhausted.

Documentary evidence

- G5.21 To use personal leave, an employee must provide acceptable documentary evidence in the following circumstances:
- (a) for leave in excess of three (3) consecutive days;
 - (b) for leave in excess of five (5) days in any personal leave year.
- G5.22 Notwithstanding sub-clause G5.21, the Chief Executive may require an employee to provide a medical certificate or other form of acceptable evidence for any period of personal leave as long as this does not require the employee to obtain a retrospective medical certificate.
- G5.23 Acceptable forms of evidence are:
- (a) in the case of leave for personal illness or injury or caring purposes – a certificate from a registered health practitioner; or
 - (b) where this is not reasonably practicable, a statutory declaration made by the employee.
- G5.24 The requirements under sub-clause G5.21 may be waived if the Chief Executive considers there is no need for evidence to be provided.

G6 Compassionate Leave

- G6.1 Compassionate leave will be treated as a separate leave type.
- G6.2 An APS employee, excluding a non-going APS employee who is engaged on an irregular or intermittent basis, is entitled to three (3) days paid compassionate leave on each of the following occasions:
- (a) for the purpose spending time with a member of an employee's immediate family or household who has contracted or develops a personal illness or sustained a personal injury that poses a serious threat to his or her life; or
 - (b) after the death of a family member or close friend of an employee.
- G6.3 An employee may take paid compassionate leave for a particular permissible occasion as a single continuous three (3) day period or any separate periods to which the employee and the Chief Executive agree.
- G6.4 The Chief Executive may require the employee to provide documentary evidence supporting the leave such as a death certificate or death notice, or a medical certificate in the case of illness or injury.

G7 War Service Sick Leave

- G7.1 Employees with certain Defence Force Service prescribed by the *Veterans' Entitlement Act 1986* are eligible for additional sick leave in relation to war-caused medical conditions.
- G7.2 Eligible employees may accrue two separate credits, a special credit of nine weeks on commencement in the APS and an annual credit of three weeks for each year of APS service. Unused credits will accumulate to a maximum of nine weeks.
- G7.3 War service sick leave counts as service for all purposes.

G8 Maternity Leave

- G8.1 An employee covered by this Agreement may be eligible for paid and/or unpaid maternity leave in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973*.
- G8.2 Employees eligible for paid maternity leave under the Maternity Leave Act will receive an additional four (4) weeks of paid leave on full pay to be taken immediately following the period of paid leave provided under the Maternity Leave Act.
- G8.3 The Chief Executive may give approval in advance to the employee to spread the payment for the 16 week period of absence on full pay to 32 weeks half pay.
- G8.4 No more than 16 weeks of paid leave will count as service. All periods of unpaid leave will not count as service.
- G8.5 In addition to any entitlements for paid or unpaid leave under the Maternity Leave Act, employees will be able to access entitlements to leave without pay under Division 5 of Part 2-2 of the *Fair Work Act 2009*.

G9 Adoption Leave

- G9.1 An employee with more than 12 months continuous APS service, who is the primary carer, is entitled to 16 weeks paid adoption leave for the purpose of adopting a child provided the child that is, or is expected to be placed with the employee under an adoption arrangement:
- (a) is under the age of 16 years at the day of placement, or expected day of the placement of the child; and
 - (b) is not a child or a step child of the employee or the employee's spouse or de facto partner, unless that child had not been in the custody and care of the employee or the employee's spouse or de facto partner for a significant period.
- G9.2 An employee may elect to take any or all of their paid adoption leave entitlement under this clause G9 at half pay.
- G9.3 No more than 16 weeks of paid adoption leave will count as service.

- G9.4 In addition to any period of paid adoption leave that may be applicable under this clause G9, the employee is entitled to a period of unpaid adoption leave of up 36 weeks.
- G9.5 All periods of unpaid adoption leave will not count as service for any purpose.
- G9.6 Adoption leave must be commenced within six (6) months of the date of adoption and should be taken in a single leave block, except for two (2) days which may be taken as pre adoption leave.
- G9.7 In addition to any entitlements set out in this clause G9, employees will be able to access entitlements to unpaid pre-adoption leave under section 85 of the *Fair Work Act 2009*.
- G9.8 For the purpose of this clause G9 'continuous APS service' means the qualifying period applying to paid maternity leave under the Maternity Leave Act.

G10 Foster Carer's Leave

- G10.1 An employee with more than 12 months continuous APS service, who is appointed as a legal foster carer, is entitled to 16 weeks paid foster carer's leave provided the child that is, or is expected to be placed with the employee under a foster care arrangement:
- (a) is under the age of 16 years at the day of placement, or expected day of placement of the child; and
 - (b) is not a child of the employee or the employee's spouse or de facto partner, unless that child had not been in the custody and care of the employee or the employee's spouse or de facto partner for a significant period.
- G10.2 An employee may elect to take any or all of their paid foster carer's leave entitlement under this clause G10 at half pay.
- G10.3 No more than 16 weeks of paid foster carer's leave will count as service.
- G10.4 In addition to any period of paid foster carer's leave that may be applicable under this clause G10, the employee is entitled to a period of unpaid foster carer's leave of up 36 weeks.
- G10.5 All periods of unpaid foster carer's leave will not count as service for any purpose.
- G10.6 Foster carer's leave must be commenced within six (6) months of the date of fostering of the child and should be taken in a single leave block, except for two (2) days which may be taken as pre foster carer's leave.
- G10.7 For the purpose of this clause G10 'continuous APS service' means the qualifying period applying to paid maternity leave under the Maternity Leave Act.

G11 Part-time Work following a period of Maternity Leave, Adoption Leave or Foster Carer’s Leave

- G11.1 An employee returning to work following a period of maternity leave, adoption leave or foster carer’s leave is entitled to work part-time for up to 24 months. Where the employee elects to work part-time and the Chief Executive and the employee are unable to reach agreement on the part-time work arrangements, the employee may choose one of the following options:
- (a) 25 ordinary hours of work a week at five (5) hours per day with the standard day and core hours determined by the Chief Executive; or
 - (b) 22.5 ordinary hours of work a week at 7.5 hours on three (3) days per week with the days of the week determined by the Chief Executive and the standard day and core hours the same as for a full-time employee.

G12 Parental Leave

- G12.1 An employee whose partner gives birth or adopts, or fosters a child, is entitled to ten (10) days of paid parental leave.
- G12.2 An employee may take parental leave at half pay. This leave counts for service for all purposes.
- G12.3 Parental leave must be commenced within twelve (12) months of the date of the birth, adoption or fostering of the child and should be taken in a single leave block.
- G12.4 In addition to any period of paid parental leave that may be applicable under this clause G12 the employee is entitled to twelve months unpaid parental leave in accordance with the National Employment Standard ²
- G12.5 Where an employee requests additional unpaid parental leave in accordance with the relevant National Employment Standard, and this request is denied, written reasons will be provided.
- G12.6 All periods of unpaid parental leave will not count as service for any purpose.

G13 Return to work after Adoption, Foster Carer’s, Parental and Maternity Leave

[The National Employment Standards are relevant to this provision – s. 84]

- G13.1 On ending adoption, foster carer’s, parental or maternity leave, an employee is entitled to return to:
- (a) the employee’s pre-adoption/foster carer’s/parental/maternity leave duties;
- or

² Division 5, Part 2-2, Chapter 2 *Fair Work Act 2009*

- (b) if those duties no longer exists – an available position for which the employee is qualified and suited at the same classification and pay as applied pre- adoption/foster carer's/parental/maternity leave. Where this is not practical, other duties will be sought, with the redeployment, reduction and redundancy provisions applying to any placement.

G13.2 For the purposes of this clause, duties means those performed:

- (a) if the employee was moved to safe duties because of the pregnancy – 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 adoption/foster carer's/parental/maternity leave.

G14 Flexible work arrangements for parents

[The National Employment Standards are relevant to this provision – s. 65]

G14.1 An employee who is a parent, or has responsibility for the care of a child under school age or a child under 18 who has a disability, may request flexible working arrangements, including part-time hours. The employee is not eligible to make this request unless they have completed at least 12 months of continuous qualifying service (the Chief Executive may waive this requirement in exceptional circumstances).

G14.2 A casual employee engaged for irregular or intermittent duties may only request flexible work arrangements if the employee:

- (a) is a long term casual employee immediately before making the request; and
- (b) has reasonable expectation of continuing employment on a regular and systematic basis.

Note: 'long term casual employee' is defined at s.12 of the *Fair Work Act 2009*

G14.3 A request made in accordance with sub-clause G14.1 must be in writing and set out details of the change sought and the reasons for the change. The Chief Executive will respond in writing to the request within 21 days and will only refuse on reasonable business grounds. Where the request is refused, the response will include reasons for the refusal.

G14.4 For the purposes of this clause:

- (a) 'qualifying service' means service that is recognised for redundancy pay purposes;
- (b) 'casual' means an employee engaged on a irregular or intermittent basis.

G15 Long Service Leave

- G15.1 An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- G15.2 The minimum period during which long service leave can be taken is seven calendar days (at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

G16 Defence Reserve Leave

- G16.1 An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.

Note: The entitlement to leave for Reserve Service is prescribed under the *Defence Reserve Service (Protection) Act 2001*.

- G16.2 An employee is entitled to ADF Reserve leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.
- G16.3 During the employee's first year of ADF Reserve service, a further two weeks paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
- G16.4 With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.
- G16.5 Employees are not required to pay their tax free ADF Reserve salary to the NCA in any circumstances.
- G16.6 Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except Annual leave.
- G16.7 Eligible employees may also apply for Annual leave, long service leave, leave without pay, top-up pay or they may use flextime or make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.
- G16.8 Employees are to notify supervisors at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

G17 Community Service Leave

- G17.1 Leave for participation in voluntary emergency management duties, including training, emergency service responses, reasonable recovery time, and ceremonial duties, may be with or without pay, at the discretion of the Chief Executive.
- G17.2 Leave approved under sub-clause G17.1 should also include reasonable travelling time.

G17.3 Employees will continue to be paid by the NCA for any period of jury service, but will be required to pay to the NCA any amount of jury service pay received by the employee.

G18 Discretionary Leave

G18.1 There is a single category of discretionary leave. The Chief Executive will decide on each application after discussion with the employee as appropriate.

G18.2 A period of discretionary leave approved under sub-clause G18.1 will be with or without pay as determined by the Chief Executive.

G18.3 Examples of circumstances in which discretionary leave (with or without pay as determined by the Chief Executive) may be granted are:

- (a) meeting parental and/or caring responsibilities, including in circumstances relating to adoption;
- (b) jury service;
- (c) absence as a result of a State of Emergency;
- (d) participation in NAIDOC week activities;
- (e) representatives of employees preparing for and/or attending an industrial or dispute proceeding directly involving the NCA (subject to operational requirements);
- (f) employment in the interests of the NCA or the APS;
- (g) reasonable paid time off to represent CPSU members in the NCA at relevant CPSU forums;
- (h) to undertake study or sit examinations, or any other reasonable activities associated with the employee's tertiary education;
- (i) undertaking religious, cultural or ceremonial obligations, particularly for indigenous employees;
- (j) participation at international sporting events;
- (k) up to two (2) days per year for the following purposes:
 - (i) to move house; or
 - (ii) where there has been a household emergency that prevents the employee from attending work;
- (l) up to two (2) days to attend a funeral to be held at least 150 kilometres from the Canberra GPO where the employee is also taking compassionate leave under this Agreement.
- (m) any other circumstances approved by the Chief Executive.

G18.4 In addition to the above examples, the Chief Executive may approve discretionary leave on compassionate grounds. Discretionary leave on compassionate grounds is in addition to any compassionate leave provided to the employee under clause G6.

- G18.5 When considering applications for discretionary leave with or without pay, the Chief Executive will take into account:
- (a) the amount of leave requested;
 - (b) the purpose of the leave and the extent of community contribution involved;
 - (c) the employee's personal circumstances; and
 - (d) the operational implications of the leave.
- G18.6 The Chief Executive may approve leave for the period requested, or for another period, subject to stated conditions.
- G18.7 If discretionary leave is not approved, the Chief Executive will advise the employee in writing of the reason for the decision.
- G18.8 Discretionary leave with pay counts as service for all purposes.
- G18.9 Discretionary leave without pay does not count as service for any purpose unless the Chief Executive approves the leave as counting as service.

G19 Public Holidays

[The National Employment Standards are relevant to this provision – s. 115]

- G19.1 Employees will be entitled to the following public holidays:
- a. New Year's Day (1 January);
 - b. Australia Day (26 January);
 - c. Good Friday;
 - d. Easter Monday;
 - e. Anzac Day (25 April);
 - f. The Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - g. Christmas Day (25 December);
 - h. Boxing Day (26 December);
 - i. Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday.
- G19.2 If under a state or territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
- G19.3 The Chief Executive and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.

- G19.4 An employee, who is absent on a day or part-day that is a public holiday in the place where the employee is based for work purposes, is entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where that person would not normally have worked on that day.
- G19.5 Where a public holiday falls during a period when an employee is absent on leave (other than annual or paid personal leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay).

G20 Christmas Closedown

- G20.1 The NCA will close its normal operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day.
- G20.2 Employees will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work. Where an employee is absent on leave, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave, (e.g. if on long service leave half pay, payment is on half pay) .
- G20.3 There will be no deduction from annual or personal leave credits for the closedown days.
- G20.4 Where an APS Level 1-6 employee is directed to attend work or be available for work during the Christmas Closedown, the employee will be entitled to the double overtime rate applicable for the days designated as Christmas Closedown.

G21 Unauthorised Absences

- G21.1 Where an employee is absent from work without approval, the absence will be without pay and will not count as service for any purpose. Other benefits provided under this Agreement, including access to flextime will cease to be available to the employee until he or she resumes work or is granted leave.

PART H PERFORMANCE MANAGEMENT

H1 General

- H1.1 The NCA's Performance Management and Appraisal Scheme encourages a culture of high performance. The parties to the agreement recognise the importance of the performance management system in:
- (a) aligning individual performance to business outcomes;
 - (b) effectively delivering outputs; and
 - (c) targeting efforts to achieve the best results with the resources available.
- H1.2 Performance agreements will set out individual work responsibilities and provide the basis for discussing work performance. While assessment will operate on an annual cycle with a formal mid-cycle discussion of performance, the manager or employee may initiate a discussion of work performance at any time.
- H1.3 Any changes to the Performance Management and Appraisal Scheme will be in consultation with the Authority Consultative Committee.

H2 Objectives

- H2.1 The objectives of the Performance Management and Appraisal Scheme are to:
- (a) ensure employees are aware of the standards of behaviour, performance levels and outcomes required of them;
 - (b) provide a structured way of providing employees with feedback on their level of achievement;
 - (c) ensure employee's individual development plans are targeting priority learning and development needs;
 - (d) link pay to performance;
 - (e) recognise employee's achievements; and
 - (f) identify and deal with underperformance.

H3 Principles

- H3.1 The following principles underpin the Performance Management and Appraisal Scheme:
- (a) all ongoing employees will participate in the Scheme;
 - (b) all non-ongoing employees engaged for a fixed-term or for the duration of a specified task where the period of the engagement is in excess of 6 months will participate in the Scheme;
 - (c) a non-ongoing employee engaged for duties that are irregular or intermittent is not required to participate in the Scheme unless the period of the engagement is in excess of 12 months;
 - (d) pay point advancement is linked to performance;

- (e) the performance assessment cycle is from 1 July to 30 June each year;
- (f) feedback should be provided on a ongoing basis throughout the cycle;
- (g) a mid-cycle review of performance will occur in January which will include a discussion on progress with the employee's Learning and Development Plan;
- (h) at the mid-cycle review the employee will be provided with an indicative rating of their overall performance;
- (i) there will be a formal end of cycle assessment ;
- (j) assistance will be provided to enable managers and employees to effectively participate;
- (k) an appropriate means of review will be available for employees to seek review of assessments; and
- (l) mechanisms will be included to monitor and ensure compliance.

H4 Assessment Ratings

H4.1 An employee's performance will be assessed using the following four point rating scale:

- (a) Rating 4 – Exemplary Performance;
- (b) Rating 3 – Satisfactory Performance;
- (c) Rating 2 – Requires Development;
- (d) Rating 1 – Unsatisfactory Performance.

H4.2 The assessment ratings referred to in sub-clause H4.1 are defined in the Performance Management and Appraisal Scheme Guidelines.

H4.3 The links between end of financial year overall assessment ratings and Pay Point Advancement are detailed in clause C3.

H5 Managing Unsatisfactory Performance

H5.1 Managing unsatisfactory performance will be based on the following principles:

- An employee's performance throughout the performance cycle will be assessed through the Performance Management and Appraisal Scheme;
- Procedural fairness will apply; and
- The employee will be given assistance and the opportunity to improve their performance to an acceptable level.

H5.2 The Performance Management and Appraisal Scheme provides the basis for managing performance which is not satisfactory. Performance agreements will set out performance expectations and individual work responsibilities and provide the basis for discussing work performance.

H5.3 When unsatisfactory performance issues are identified, they will be addressed promptly and fairly in accordance with the procedures set out in Appendix 5.

- H5.4 Although the NCA's Performance Management and Appraisal Scheme operates on an annual cycle a manager may initiate an underperformance process at any time where:
- (a) an employee's performance remains below expected standard;
 - (b) the performance issues are ongoing; and
 - (c) informal resolution has been attempted.
- H5.5 The procedures outlined in Appendix 5 do not apply:
- (a) to non-ongoing employees;
 - (b) to employees during a period of probation;
 - (c) where action is being taken in accordance with procedures established in accordance with section 15 of the Public Service Act for handling 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.

H6 Managing Breaches of the Code of Conduct

- H6.1 Breaches of the Code of Conduct will be dealt with under procedures established in accordance with the Public Service Act.

PART I LEARNING AND DEVELOPMENT

- 11.1 The NCA will identify learning and development needs of employees annually through the Performance Management and Appraisal Scheme.
- 11.2 The NCA recognises the importance of encouraging and supporting the learning and development opportunities for our employees that are aligned to the needs of the NCA priorities and the professional development and career development needs of each employee.
- 11.3 Employees and their managers have a joint responsibility to ensure employees attend nominated learning and development activities included in the employee's annual Learning and Development Plan.
- 11.4 Progress against learning and development plans will be assessed as part of the employee's end of year Performance Assessment in accordance with the Performance Management and Appraisal Scheme.

Study Assistance

- 11.5 The NCA encourages employees to undertake formal study in fields which are directly linked to the skills, knowledge or learning required to assist the Authority to achieve its corporate outcomes.
- 11.6 Assistance will be considered for employees who wish to undertake studies to obtain entry into a tertiary institution, a degree, diploma, associate diploma or any other tertiary qualification that is considered directly beneficial to the NCA.
- 11.7 Approval to participate in the study support scheme will be subject to the Chief Executive being satisfied the employee has the capacity to effectively balance his or her proposed study load and agreed work responsibilities.
- 11.8 The Chief Executive may approve the following assistance to a maximum of either:
 - (a) paid leave;
 - (b) up to eight (8) hours per week during a semester to travel to and attend classes, undertake examinations or for other study purposes; or
 - (c) for compulsory residential components of external courses; or
 - (d) up to \$1250 per calendar year reimbursement of compulsory fees other than HECS fees.
- 11.9 Notwithstanding sub-clause 11.8 the Chief Executive may approve a grant of assistance which involves the grant of both types of assistance referred to in that sub-clause and reduce the amount of each form of assistance on a pro rata basis accordingly.

- 11.10 Where an employee is an Aboriginal or Torres Strait Islander undertaking approved part-time study the employee may be granted up to five (5) hours paid leave per week during a semester and any other additional entitlements decided by the Chief Executive above the level of paid leave which would be granted under sub-clause 11.8.
- 11.11 Where an employee is provided with financial assistance under sub-clause 11.8 the financial assistance will only be paid when the employee successfully completes the year's study.
- 11.12 Where an employee has approved paid leave for study purposes he or she will be able to access that leave unless there are significant operational needs that require the employee's attendance during the period of leave.

PART J WORKFORCE HEALTH AND MANAGEMENT

J1 Workplace Diversity and Harassment Free Workplace

- J1.1 The NCA is committed to promoting and supporting workplace diversity and to creating an environment that values and utilises the contributions of people with different backgrounds, experiences and perspectives.
- J1.2 The NCA will continue to implement the workplace diversity program and other strategies, and develop new strategies as necessary, to increase the recruitment, retention and career development of Aboriginal or Torres Strait Islander employees, employees with disabilities and employees from non-English speaking backgrounds.
- J1.3 The NCA is committed to promoting equity in employment; supporting an inclusive, safe, fair, productive and successful workplace that is free from discrimination and harassment.
- J1.4 The NCA will ensure Harassment Contact Officers receive training appropriate to that role.

J2 Recognition of Family Responsibilities

- J2.1 The NCA recognises the need to provide sufficient support and flexibility at the workplace to enable employees to balance work and family responsibilities.

J3 Extra Family Care Costs

- J3.1 The Chief Executive will authorise reimbursement of reasonable expenses arising from additional family care arrangements made necessary where an employee is:
- (a) required to travel away from the ACT on official business; or
 - (b) directed to work additional hours or to attend a conference or learning and development course outside the standard bandwidth or outside his or her ordinary hours of duty.
- J3.2 To be entitled to any payments under sub-clause J3.1, the employee must make reasonable efforts to minimise the cost of the additional family care arrangements.

J4 Employee Assistance Scheme

- J4.1 The NCA will provide access to a confidential, professional counselling service at no cost to employees and their families to help resolve both personal and work-related problems.

J5 Home Based Work

- J5.1 The Chief Executive may approve an application for home based work on either a regular or temporary basis.

- J5.2 When considering an application for home based work, the Chief Executive will have regard to relevant factors, including:
- (a) home based work cannot be used as a substitute for dependant care;
 - (b) home based work cannot be utilised for more than three (3) days per week;
 - (c) characteristics of certain jobs may not allow for home based work arrangements (e.g. supervisory positions, positions that require direct face to face contact on a regular basis etc.);
 - (d) costs associated with the provision of any furniture, fittings and IT equipment;
 - (e) occupational health and safety factors at the home work site; and
 - (f) consideration of the security or sensitivity of the role of the position.
- J5.3 The arrangement may only be varied by agreement and may be discontinued by either the Chief Executive or the employee. Where the arrangement is varied or discontinued, a minimum notice period of two (2) weeks will apply or such shorter period as may be agreed.
- J5.4 The Chief Executive can vary or discontinue a home based work arrangement at any time where the Chief Executive considers that:
- (a) the arrangement is having an adverse impact on the operational requirements of the employee's work area; or
 - (b) the arrangement is considered to be inefficient and/or ineffective; or
 - (c) the employee is failing to comply with any agreed requirements.
- J5.5 The NCA's Home Based Work Guidelines set out arrangements to cover compensation, occupational health and safety, security, liability and access for other persons employed by the NCA while working away from the office.
- J5.6 The NCA may fund the establishment of home based work arrangements up to a maximum of \$3,000.

J6 Accommodation

- J6.1 Where practicable the NCA's workplaces will include the following facilities:
- (a) amenities room; and
 - (b) showers.

J7 Health and Wellbeing

- J7.1 The NCA on recommendations made by the Health and Safety Committee will provide information and a program of healthy activities for employees to access including:
- (a) information and presentations on the benefits of an active and healthy lifestyle; and
 - (b) a program of healthy and wellbeing activities.

J7.2 These programs may be undertaken jointly with other agencies or through provision of services to employees collectively or individually. All employees will have the opportunity to access some form of health awareness programs organised and funded by the NCA.

J8 Influenza Vaccinations

J8.1 The NCA will arrange at its own expense for employees who wish to receive annual influenza vaccinations. The Parties to this Agreement acknowledge the productivity benefits of these vaccinations to employees and to the NCA and encourage employees to take advantage of this service.

J8.2 The influenza vaccinations will be provided by Health Services Australia (or a similar organisation) on a day or days nominated by the NCA.

J9 Eyesight Testing

J9.1 Eyesight testing may be requested by employees who are engaged in:

- (a) tasks involving screen based equipment (SBE); and/or
- (b) specialised work tasks that require particular visual acuity not normally required for general tasks (e.g. microscopy).

J9.2 Employees are entitled to testing every 2 years unless symptoms occur which indicate that more frequent testing is necessary. Employees applying for testing more frequently than 2 yearly intervals should support their application with medical evidence.

J9.3 For other tasks which require particular visual acuity (other than screen-based work) the range of tests, testing procedures and reimbursement levels will be set as recommended by the Health and Safety Committee.

J9.4 The NCA will meet the reasonable costs of screening and full vision examination by an optometrist, including ophthalmologist fees (where necessary), and will meet the reasonable costs of the initial examination, and the review examination (if required).

J9.5 Where an employee is prescribed spectacles or contact lenses for use on SBE and/or for specialised work tasks that require particular visual acuity not normally required for general tasks (e.g. Microscopy), reimbursement will be made at up to the following amounts:

- (a) single vision \$180; and
- (b) multifocal (including bifocal, trifocal and progressive) \$300.

J9.6 Employees are responsible for costs associated with normal visual requirements, and for any costs in excess of the amounts specified in the sub-clause J9.5.

J9.7 Administration of the eyesight testing provisions will be in accordance with NCA guidelines (as varied from time to time).

PART K REDUNDANCY AND SEPARATION

K1 Excess Employees

- K1.1 The provisions of this part will apply to excess employees.
- K1.2 These provisions do not apply to:
- (a) ongoing employees who are on probation; or
 - (b) non-ongoing employees.
- K1.3 An employee may be an excess employee if:
- (a) the employee is in a classification of employees employed by the NCA which has a greater number of employees than is necessary for the efficient and economical operations of the NCA;
 - (b) the services of the employee cannot be used effectively because of technological or other changes in work methods or changes in the nature, extent or organisation of the NCA's functions; or
 - (c) where the duties usually performed by the employee are to be performed in a different locality, the employee is not willing to perform duties at the locality, and the Chief Executive has determined that these provisions will apply to that employee.
- K1.4 For the purposes of sub-clause K1.3 "different locality" means a location other than within the Australian Capital Territory.

Consultation

- K1.5 When the Chief Executive believes an employee may become excess, the Chief Executive will hold discussions with the employee to advise him or her of the reasons why he or she may become excess and to consider:
- (a) measures that could be taken to resolve the situation, including redeployment opportunities for the employee at or below his or her classification;
 - (b) referral to a service provider approved by the Chief Executive to provide career planning and other appropriate assistance; and
 - (c) whether voluntary retrenchment may be appropriate.
- K1.6 Where the employee nominates a representative, the Chief Executive will hold the discussions with the employee's representative.
- K1.7 The Chief Executive may, prior to the conclusion of these discussions, invite other employees who are not excess to express an interest in voluntary retrenchment, where their voluntary retrenchment would permit redeployment of employees who are in a redundancy situation.

- K1.8 The Chief Executive may:
- (a) having held discussions referred to in sub-clause K1.5; and
 - (b) unless the employee consents to a shorter period, not less than 4 weeks after advising the employee in accordance with sub-clause K1.5 that they are likely to become excess,
- advise the employee in writing that they are an excess employee.

Voluntary Retrenchment³

- K1.9 Where an employee is advised that he or she is an excess employee in accordance with sub-clause K1.8, the Chief Executive may invite the employee to accept voluntary retrenchment.
- K1.10 Where the Chief Executive invites an excess employee to accept voluntary retrenchment, the employee will have four (4) weeks in which to accept the offer.
- K1.11 Where the employee accepts the offer the Chief Executive will consider whether to proceed with the approval of the voluntary retrenchment but will not give notice of termination under section 29 of the Public Service Act on the grounds that the employee is excess to the requirements of the NCA before the end of the four (4) weeks without the employee's agreement.
- K1.12 As soon as possible, within the four (4) weeks referred to in sub-clause K1.10 an excess employee who is invited to accept voluntary retrenchment must be given information on:
- (a) the amount of severance pay, pay in lieu of notice, unused leave credits;
 - (b) the amount of accumulated superannuation contributions;
 - (c) options open to the employee concerning superannuation; and
 - (d) any taxation rules applying to the various payments
- K1.13 The Chief Executive will reimburse an excess employee invited to accept voluntary retrenchment up to a total of \$1000 for approved financial and taxation advice.
- K1.14 Only one (1) offer of voluntary retrenchment will be made to an excess employee.

Period of Notice

- K1.15 Where the excess employee accepts voluntary retrenchment, the Chief Executive may retrench the employee by giving the required notice of termination under section 29 of the Public Service Act. The period of notice will be four (4) weeks or five (5) weeks for an employee over 45 years of age with at least five (5) years of continuous service.

³ Where 15 or more employees are likely to be declared excess, the Chief Executive will comply with the provisions of sections 785 and 786 of the Fair Work Act.

- K1.16 Where an employee's employment is terminated at the beginning of, or within, the notice period, he or she will receive payment in lieu of notice for the unexpired portion of the notice period.

Severance Benefit

- K1.17 An employee whose employment is terminated under section 29 of the Public Service Act on the grounds that the employee is excess to the requirements of the NCA following his or her agreement to be voluntarily retrenched is entitled to be paid a severance benefit calculated in accordance with Appendix 4.

Accelerated Separation Option and Additional Payment

- K1.18 Where the Chief Executive invites an excess employee to accept voluntary retrenchment, the Chief Executive may also invite him or her to accept accelerated separation. This option provides, in addition to the severance benefit, payment of a maximum of four (4) weeks salary in lieu of the consideration period referred to in sub-clause K1.10 where the excess employee agrees to termination of employment, and the employment is terminated within 14 days of receiving the offer of voluntary retrenchment. Any payment to which the employee is entitled will be equal to the balance of the four (4) week period referred to in sub-clause K1.10.

Involuntary Retrenchment

- K1.19 Subject to sub-clauses K1.22 to K1.30, the Chief Executive, under section 29 of the Public Service Act may terminate the employment of an excess employee who has not agreed to voluntary retrenchment and has not been permanently redeployed on an ongoing basis.
- K1.20 The Chief Executive will not terminate the employment of an excess employee if he or she has not been invited to accept an offer of voluntary retrenchment or has elected to accept an offer of voluntary retrenchment but the Chief Executive has refused to approve it.
- K1.21 Where an excess employee does not accept an offer of voluntary retrenchment or the accelerated separation option within four (4) weeks of the offer being made, the following arrangements will apply.

Redeployment

- K1.22 An excess employee will be entitled to a period of retention in which they will have access to the services of a provider approved by the Chief Executive to the value of \$2000 in order to assist them to be redeployed. The employee is also entitled to funding for approved financial and taxation advice up to a total value of \$1000 less any amount already paid in accordance with sub-clause K1.13.
- K1.23 The Chief Executive will take all reasonable steps, consistent with the NCA's interests in efficient administration, to assign the excess employee new duties within the NCA at his or her substantive classification.

K1.24 After taking reasonable steps to find the excess employee alternative employment at the same classification, the Chief Executive may, with four (4) weeks' notice, allocate the excess employee to a lower classification. Where an employee is reduced in classification before the end of the retention period, he or she will receive income maintenance payments for the remainder of the retention period.

Retention Period

K1.25 Unless the employee agrees, an excess employee will not be involuntarily retrenched until the following retention periods have elapsed:

- (a) 13 months where he or she has 20 or more years of service or is over 45 years of age; or
- (b) seven (7) months for all other cases.

K1.26 The retention period will commence on the day that the Chief Executive advises the employee in writing, in accordance with sub-clause K1.8, that he or she is an excess employee.

K1.27 The retention period will be extended by any periods of approved personal leave taken during the retention period.

K1.28 Due to the operation of the National Employment Standards (NES) from 1 January 2010, the above retention periods will be reduced by the relevant redundancy pay entitlement under the NES applicable to the employee as at the expiration of the retention period.

K1.29 Where:

- (a) an excess employee has been receiving redeployment assistance from a service provider for two (2) months;
- (b) the service provider advises that there is no reasonable prospect of redeployment in the APS; and
- (c) the Chief Executive is satisfied that there is insufficient productive work available for the excess employee during the remainder of their retention period,

the Chief Executive may, with the agreement of the employee, terminate his or her employment under section 29 of the Public Service Act and pay the balance of the retention period (adjusted for the NES under sub-clause K1.28) as a lump sum. This payment will be taken to include the payment in lieu of notice of termination of employment. An employee whose employment is terminated in these circumstances will also be entitled to a redundancy payment in accordance with their NES entitlement. This payment will be taken to include the payment in lieu of notice of termination.

Assistance

K1.30 An excess employee will be given assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment (where such expenses are not met by the prospective employer) and will be given reasonable time off work to attend job interviews.

PART L SEPARATION

Notice of resignation

- L1.1 All employees with the exception of irregular or intermittent employees are required to give the Chief Executive a minimum of two (2) weeks notice in writing of his or her intention to resign from the APS, except where the Chief Executive agrees to a lesser period. A resignation can not take effect on a day that the employee would not normally be required to work.

Payment on Separation

- L1.2 Payment in lieu of unused annual and long service leave credits will be made to an employee on separation from the APS unless his or her new employer allows the employee to retain those accrued leave credits.
- L1.3 Where an employee ceases employment with the NCA he or she is not entitled to a payout of any accumulated flextime credit but is entitled to a payout of any fixed daily hours credit.

Payment on death

- L1.4 Where an employee dies, or the Chief Executive determines that an employee is to be presumed to have died, the NCA may authorise the payment of the amount which the former employee would have been entitled had he or she resigned or retired. Long Service Leave credits will be paid out in accordance with the *Long Service Leave Act (Commonwealth Employees) 1976*.
- L1.5 This payment is to be made to:
- (a) the executor of his or her estate;
 - (b) the administrator of his or her estate;
 - (c) the public trustee; or
 - (d) such other person as the law requires
- which ever is applicable.
- L1.6 For the purposes of calculating entitlements under sub-clause L1.4, the date of effect of a deemed resignation shall be the date of death or the date the Chief Executive determines as the date the employee is presumed to have died.

Period of Notice

- L1.7 Where the excess employee accepts voluntary retrenchment, the Commissioner may retrench the employee by giving the required notice of termination under section 29 of the Public Service Act on the grounds that the employee is excess to the requirements of the NCA. The period of notice will be 4 weeks (or 5 weeks for an employee over 45 with at least 5 years of continuous service).

- L1.8 Where an employee's employment is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice as set out in the Fair Work Act for the unexpired portion of the notice period.
- L1.9 Notwithstanding sub-clause L1.8, where the Chief Executive has decided to impose a sanction of termination under section 15(1) of the Public Service Act following a finding that an employee has breached the APS Code of Conduct, that decision may take effect immediately.
- L1.10 The Chief Executive may elect to pay an employee salary as compensation instead of the required period of notice.

Review of Decisions to Terminate Employment

- L1.11 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee has under:
- (a) Part 3.2 of Chapter 3 and Part 6.4 of Chapter 6 the Fair Work Act;
 - (b) other Commonwealth laws (including the Constitution and Administrative Decisions (Judicial Review) Act); and
 - (c) at common law.
- L1.12 Termination of, or a decision to terminate employment, cannot be reviewed under the procedures for preventing and settling disputes or the Internal Review of Employment Actions provisions in this Agreement.
- L1.13 Nothing in this Agreement prevents the Chief Executive from terminating the employment of an employee for serious misconduct, without further payment or payment in lieu, in accordance with subsection 123(1)(b) the Fair Work Act, subject to compliance with the procedures established by the Chief Executive for determining whether the employee has breached the Code of Conduct under section 15 of the Public Service Act .

PART M WORKPLACE RELATIONS

M1 Consultation

- M1.1 In making decisions that affect employees, whether in relation to matters covered by this Agreement or in relation to broader matters, the NCA is committed to consultation with employees and, where employees choose, their representatives.
- M1.2 The parties to this Agreement agree:
- (a) to discuss workplace issues in a spirit of cooperation and trust; and
 - (b) to the extent possible and at the earliest possible stage, ensure that employees and, where they choose, their representatives, not only receive information on workplace issues that affect them, but also have an opportunity to contribute and have their views on those issues taken into account, before final decisions are made.
- M1.3 Appendix 6 provides model consultation arrangements that apply to this Agreement in accordance with the Fair Work Regulations.

M2 Authority Consultative Committee

- M2.1 The Authority Consultative Committee (ACC) will be chaired by the Chief Executive or his or her representative, and will comprise:
- (a) the Chief Executive or his or her representative;
 - (b) up to two (2) management representatives; and
 - (c) two (2) employee representatives elected by the employees; and
 - (d) one (1) CPSU representative.
- M2.2 A minimum of four people, including a minimum of two (2) of the elected employee representatives, will constitute a quorum.
- M2.3 A primary responsibility of the ACC will be to monitor the implementation of this Agreement. The ACC may at any time make recommendations to the Chief Executive regarding workplace issues not explicitly dealt with in this Agreement.
- M2.4 Matters to be considered by ACC include:
- (a) implementation of this Agreement;
 - (b) disputes arising over the general operation or interpretation of this Agreement, not including disputes about an individual employee's entitlements;
 - (c) organisational or technological change;
 - (d) human resources policies and guidelines impacting on conditions of employment;
 - (e) occupational health and safety (OH&S) issues which have been reported to the Health and Safety Committee;
 - (f) accommodation and amenities; and

(g) impact on employees of the implementation of Government policies and programs, including workplace relations.

M2.5 At least one (1) ACC meeting will be held each financial year with additional meetings as requested by any member of the ACC to a maximum of three (3) meetings per year. The Chief Executive may agree to more than three (3) meetings per financial year.

M2.6 Any request for an additional meeting of the ACC must include details of the reasons for the request.

M2.7 To facilitate effective communication with employees, the employee representatives on the ACC will have reasonable time made available and access to appropriate facilities, including electronic mail and bulletin boards, to advise employees about issues being considered by the ACC.

M3 Freedom of Association

M3.1 The NCA recognises the freedom of association provisions of the Fair Work Act.

M3.2 It is recognised that employees may choose to be represented by a union. Irrespective of that choice, employees will not be disadvantaged or discriminated against in respect of their employment under this Agreement.

M3.3 The NCA acknowledges the role played by union delegates in the workplace.

M3.4 Appendix 7 provides an agreed set of principles for workplace delegates in the NCA.

M4 Resolution of Agreement Disputes

M4.1 If a dispute relates to a matter under this agreement, or the NES, the parties to the dispute must first attempt to resolve the matter at the workplace level by discussions between the employee or employees concerned and the relevant supervisor/manager.

M4.2 If a resolution to the dispute has not been achieved after discussions have been held in accordance with clause M4.1, the parties to the dispute will endeavour to resolve the dispute in a timely manner either through discussions with more senior levels of management where appropriate or through alternative dispute resolution methods.

M4.3 If discussions at the workplace level do not resolve the dispute, and all appropriate steps have been taken in accordance with clauses M4.1 and M4.2, a party to the dispute may refer the matter to Fair Work Australia.

M4.4 Fair Work Australia may deal with the dispute in 2 stages:

(a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

(b) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:

(i) arbitrate the dispute; and

(ii) make a determination that is binding on the parties.

Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Fair Work Act 2009. Therefore, an appeal may be made against the decision.

- M4.5 The NCA or an employee who is a party to the dispute may appoint another person, organisation or association to accompany and/or represent them for the purposes of this term.
- M4.6 Resolution of disputes is to occur in good faith by following the same principles as the good faith bargaining requirements at section 228 of the *Fair Work Act 2009*.
- M4.7 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an employee must comply with a direction given by the Chief Executive to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- M4.8 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

M5 Internal Review of Employment Actions

- M5.1 All employees in the NCA recognise they have a mutual responsibility to work together co-operatively, and that any issue arising within the NCA should be resolved, as far as possible, at the workplace.
- M5.2 Issues that arise at the workplace will be resolved as far as practicable at the workplace by:
- (a) promptly addressing issues as they arise;
 - (b) discussing issues in an open and honest way; and
 - (c) seeking to resolve issues wherever possible without recourse to more formal mechanisms available under section 33 of the Public Service Act and Part 5 of the Public Service Regulations.

- M5.3 Under Part 5 of the Public Service Regulations, a non-SES employee may seek a review of a range of actions which affect his or her employment including, for example:
- (a) the application of conditions of employment;
 - (b) performance management issues;
 - (c) inappropriate behaviour in the workplace;
 - (d) discrimination;
 - (e) harassment; or
 - (f) a determination that the employee has breached the APS Code of Conduct or the imposition of a sanction following such a determination.
- M5.4 An action includes a decision or a refusal to act or give a decision.
- M5.5 The procedures used for a review conducted under this clause must meet the following minimum requirements:
- (a) the procedures must have due regard to procedural fairness;
 - (b) the review must be conducted in private;
 - (c) the review must be finished as quickly, and with as little formality, as a proper consideration of the matter allows.
- M5.6 In most cases, application for review of an action must be made to the Chief Executive in the first instance. Where the employee is dissatisfied with the outcome of the Chief Executive's review, the employee may choose to refer the matter to the Merit Protection Commissioner.
- M5.7 In some special circumstances, as outlined in the Public Service Regulations, the employee may make an application for review of an action directly to the Merit Protection Commissioner.

APPENDIX 1 CLASSIFICATION AND SALARY LEVELS

Classification	Pay Points and salary as at 30 June 2011	Salary from commencement (5.0%)	Salary from 1 July 2012 (2.0%)	Salary from 1 July 2013 (2.0%)
Executive Level 2	\$128,768	\$135,206	\$137,911	\$140,669
	\$122,732	\$128,869	\$131,446	\$134,075
	\$116,696	\$122,531	\$124,981	\$127,481
	\$112,248	\$117,860	\$120,218	\$122,622
	\$110,369	\$115,887	\$118,205	\$120,569
	\$106,797	\$112,137	\$114,380	\$116,667
	\$99,377	\$105,266	\$107,371	\$109,519
	\$94,201	Abolished	Abolished	Abolished
Executive Level 1	\$93,558	\$98,236	\$100,201	\$102,205
	\$91,546	\$96,123	\$98,046	\$100,007
	\$90,540	\$95,067	\$96,968	\$98,908
	\$88,528	Abolished	Abolished	Abolished
	\$88,195	\$92,605	\$94,457	\$96,346
	\$84,935	\$89,182	\$90,965	\$92,785
	\$81,675	Abolished	Abolished	Abolished
APS Level 6	\$80,480	\$84,504	\$86,194	\$87,918
	\$76,456	\$80,279	\$81,884	\$83,522
	\$75,380	Abolished	Abolished	Abolished
	\$73,184	\$76,843	\$78,380	\$79,948
	\$70,458	\$73,981	\$75,461	\$76,970
	\$67,086	\$70,440	\$71,849	\$73,286
	\$65,295	Abolished	Abolished	Abolished
APS Level 5	\$64,887	\$68,131	\$69,494	\$70,884
	\$64,427	Abolished	Abolished	Abolished
	\$62,550	\$65,678	\$66,991	\$68,331
	\$60,834	\$63,876	\$65,153	\$66,456
APS Level 4	\$59,857	\$62,850	\$64,107	\$65,389
	\$59,147	\$62,104	\$63,346	\$64,613
	\$57,424	\$60,295	\$61,501	\$62,731
	\$55,987	\$58,786	\$59,962	\$61,161
	\$54,569	\$57,297	\$58,443	\$59,612
APS Level 3	\$53,318	\$55,984	\$57,104	\$58,246
	\$52,750	\$55,388	\$56,495	\$57,625
	\$51,214	\$53,775	\$54,850	\$55,947
	\$49,922	\$52,418	\$53,466	\$54,536
	\$48,684	\$51,118	\$52,141	\$53,183
APS Level 2	\$47,585	\$49,964	\$50,964	\$51,983
	\$46,200	\$48,510	\$49,480	\$50,470
	\$45,072	\$47,326	\$48,272	\$49,238
	\$43,932	\$46,129	\$47,051	\$47,992
	\$42,804	\$44,944	\$45,843	\$46,760
	\$41,661	Abolished	Abolished	Abolished
APS Level 1	\$40,685	\$42,719	\$43,574	\$44,445
	\$39,077	\$41,031	\$41,851	\$42,688
	\$38,049	\$39,951	\$40,750	\$41,565
	\$36,811	\$38,652	\$39,425	\$40,213

1. Where a pay point has been abolished the provisions of sub-clause C2.3 of the Agreement apply.
2. Eligibility for Pay Point Advancement within a classification is available under clause C3 of the Agreement.

APPENDIX 2 INTERPRETATION AND DEFINITIONS

“Action” includes a refusal or failure to act.

“ACT” means the Australian Capital Territory.

“Agreement” means *National Capital Authority Enterprise Agreement 2011-2014*.

“APS” means Australian Public Service.

“APS Agency” means an agency within the meaning of the Public Service Act.

“AWA” means Australian Workplace Agreement as defined in the Workplace Relations Act.

“Chief Executive” means the Chief Executive of the NCA.

“CPSU” means the Community and Public Sector Union.

“De facto partner” means:

- (a) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- (b) includes a former de facto partner of the employee.

“EL1” means an employee with a classification of Executive Level 1 under the APS Classification Rules.

“EL2” means an employee with a classification of Executive Level 2 under the APS Classification Rules.

“employee” means a NCA employee within the meaning of the Public Service Act covered by this Agreement (whether full-time or part-time) and includes employees on temporary placement in the NCA.

“Executive Director” means a person undertaking the duties of a Senior Executive Service employee in the NCA.

“Fair Work Act” means the *Fair Work Act 2009*.

“Fair Work Regulations” means the *Fair Work Regulations 2009*.

“family” for the purpose of sub-clause G6.2 means a person who:

- is related by blood, by marriage or kinship to the employee;
- is in a genuine domestic or household relationship with the employee without discrimination as to sexual preference;
- is a de facto spouse, former spouse or former de facto of the employee without discrimination as to sexual preference;
- is a child or adopted child of the employee; or
- is a child or an adopted child of the person who is in a genuine domestic or household relationship with the employee.

“immediate family” means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

“Manager” means an employee undertaking the duties of Manager, Director, Executive Director or Chief Executive.

“Maternity Leave Act” means the *Maternity Leave (Commonwealth Employees) Act 1973*.

“NCA” means National Capital Authority.

“NES” means the National Employment Standards.

“non-ongoing employee” means an APS employee who is not an ongoing APS employee.

“ongoing employee” means a person engaged as an ongoing APS employee.

“ordinary hours” means the hours of work an employee is paid for, excluding overtime hours.

“pay point advancement” means the movement to a higher pay point in a classification which may occur on an annual basis based on the employee’s rating at his or her annual Performance Assessment.

“Public Service Act” means the *Public Service Act 1999*.

“Supervisor” means an APS Level 6, EL1, EL2, Director, Executive Director or the Chief Executive who has responsibility for overseeing, monitoring, managing or supervising the work of another employee.

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APPENDIX 3 SUPPORTED SALARY FOR EMPLOYEES WITH A DISABILITY

Employment at Lower than Specified Salary Levels

Consistent with the social justice objectives of the APS, employees who have a disability to the extent that they meet the impairment criteria for the Disability Support Pension may be employed under this Agreement and be paid a supported salary, appropriate to the APS classification in which employed, at a rate below the salary levels prescribed in this Agreement.

Definitions

In this Appendix, the following definitions will apply:

"Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full wages because of a disability.

"Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

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

"Assessment instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

Eligibility Criteria

Subject to the following two paragraphs, employees covered by these provisions will be those who are unable to perform the range of duties to the standard required at the work value level for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

The provisions in this Appendix do not apply to:

- any existing employee who has a claim against the Commonwealth which is subject to the provisions of workers' compensation legislation relating to the rehabilitation of employees who are injured in the course of their current employment; or
- an employee in respect of whom funding has been provided under the *Disability Services Act 1986* for the dual role of service provider and sheltered employer.

Supported Salary Rates

Employees to whom the provisions in this Appendix apply will be paid the applicable percentage of the relevant salary rate prescribed below for the work value they are performing as follows, provided that the amount payable will be not less than \$71.00 per week.

Supported Salary	Rates Percentages
Column 1	Column 2
Assessed capacity	% of prescribed salary rate
10% *	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Assessment of Capacity

For the purpose of establishing the percentage of the salary rate to be paid to an employee under the provisions of this Appendix, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument, by either:

- the Chief Executive, in consultation with the employee; or, if desired by any of these;
- the Chief Executive and an accredited assessor from a panel agreed by the employee.

* Where a person's assessed capacity is 10%, the employee will receive a high degree of assistance and support.

Lodgement of Assessment Instrument

All assessment instruments, including the assessment of the percentage of the salary rate to be paid to the employee, will be lodged by the Chief Executive with Fair Work Australia.

All assessment instruments will be agreed and signed by the employee and the Chief Executive.

Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessing capacity under the Supported Wage System.

Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage will apply to the salary rate only. Employees covered by the provisions of this Appendix will be entitled to the same terms and conditions of employment as all other employees covered by this Agreement paid on a pro rata basis.

Workplace Adjustment

Where the Chief Executive employs a person under the provisions of this Appendix, reasonable steps to make changes in the workplace will be taken to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working arrangements and work organisation in consultation with other employees in the team.

Trial Period

In order for an adequate assessment of the employee's capacity to be made, the Chief Executive may employ a person under the provisions of this Appendix for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

During that trial period the assessment of capacity will be undertaken and the proposed salary rate for a continuing employment relationship will be determined.

The amount payable to the employee during the trial period will be not less than \$71.00 per week, or such greater amount as determined by the Chief Executive.

Work trials should include induction or training as appropriate to the job being trialled.

Where the Chief Executive and the employee wish to establish a continuing employment relationship following the completion of the trial period, further employment arrangements will be based on the assessment outcome.

APPENDIX 4 CALCULATION OF SEVERANCE BENEFIT

Severance Benefit

- A4.1 An excess employee who accepts a voluntarily retrenchment and whose employment is terminated by the Chief Executive under section 29 of the Public Service Act on the grounds that he or she is excess to the requirements of the NCA is entitled to be paid a sum equal to two weeks' salary for each completed year of continuous service plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the National Employment Standards.
- A4.2 The minimum sum payable will be four (4) weeks salary and the maximum will be 48 weeks salary.
- A4.3 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 has less than 24 years full-time service.

Service for Severance Pay Purposes

- A4.4 Service for severance pay purposes means:
- service in the NCA;
 - Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - service with the Commonwealth (other than with a Joint Commonwealth-State body corporate) in which the Commonwealth has a controlling interest which is recognised for long service leave purposes;
 - service with the Australian Defence Forces;
 - APS service immediately preceding deemed resignation under repealed section 49 of the *Public Service Act 1922*, if the service has not previously been recognised for severance pay purposes; and
 - service in another organisation where:
 - an employee moved from the APS to that organisation with a transfer of function; or
 - an employee engaged by that organisation on work within a function is engaged in the APS as a result of the transfer of that function to the APS; and
 - such service is recognised for long service leave purposes.
- A4.5 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 (1) month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
 - (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 repealed section 49 of the *Public Service Act 1922*.

Service that does not count for Severance Pay Purposes

A4.6 Any period of service that ceased:

- (a) through termination on the following grounds:
 - the employee lacks, or has lost, an essential qualification for performing his or her duties;
 - non-performance, or unsatisfactory performance, of duties;
 - inability to perform duties because of physical or mental incapacity;
 - failure to satisfactorily complete an entry level training course;
 - failure to meet a condition imposed under subsection 22(6) of the Public Service Act; or
 - a breach of the APS Code of Conduct; or
- (b) on a ground equivalent to a ground listed in sub-clause A4.6(a) above under the repealed *Public Service Act 1922*; or
- (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.

A4.7 Absences from work which do not count as service for long service leave purposes will not count as service for severance pay purposes.

Rate of Payment

A4.8 For the purpose of calculating any payment under clause A4.1 salary will include:

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

APPENDIX 5 PROCEDURES FOR MANAGING UNSATISFACTORY PERFORMANCE

A5.1 Clauses A.5.2 to A.5.18 do not apply:

- to employees who are not ongoing employees;
- to employees on probation;
- where action is being taken in accordance with procedures established in accordance with section 15 of the Public Service Act for handling breaches of the APS Code of Conduct;
- where there is a health-related reason for the unsatisfactory performance; and
- where an essential qualification has been lost.

A5.2 Where a manager considers an employee's work performance is below the required level for his or her classification and informal attempts to improve his or her performance have not been successful, the manager will, as soon as practicable, advise the employee in writing that his or her work performance is considered unsatisfactory and provide the employee with a description of the required performance levels for the duties the employee has been assigned and how the employee has failed to achieve those performance levels.

A5.3 A copy of the written advice provided to the employee under sub-clause A5.2 will be provided to the employee's Director or Executive Director.

A5.4 The manager will then meet with the employee to discuss the employee's performance. At this meeting the manager will advise the employee whether it is considered that the employee's performance should be subject to a formal assessment.

A5.5 Employees are entitled to be accompanied by another person during any formal meetings that are part of the underperformance process. A manager will normally be accompanied by another person to maintain records of the meeting.

A 5.6 Employees are entitled to copies of any records that are kept relating to their performance or the underperformance process.

A 5.7 Where a manager decides a formal assessment is necessary, he or she will:

- (c) provide the employee with details on how the employee's performance will be assessed; and
- (d) agree with the employee on the length of the formal assessment period, which is to be not less than one (1) month and not longer than three (3) months.

A 5.8 Where an employee and their manager cannot agree on the length of the formal assessment period, it shall be two (2) months.

A 5.9 During the formal assessment period the manager will provide the employee with regular feedback on his or her performance.

- A 5.10 At the end of the further assessment period, the manager must prepare a report on the employee's performance stating whether it is considered satisfactory or unsatisfactory. The employee must be given a copy of the report.
- A 5.11 An employee has seven (7) days to respond in writing to the manager on the report.
- A 5.12 Where the employee's performance is assessed as satisfactory at the end of the formal assessment period the manager must advise the Chief Executive through the relevant Director or Executive Director.
- A 5.13 Where the employee's performance is assessed as unsatisfactory at the end of the formal assessment period the manager must provide a written report to the Chief Executive through the relevant Director or Executive Director on the matter together with any comment in writing (if any) the employee made on the manager's report.
- A 5.14 On receipt of the report under sub-clause A5.13 the Chief Executive will consider all of the information available, including any written comments by the employee, and may issue a notice of intention to do one of the following:
- (a) terminate the employee's employment;
 - (b) assign the employee to other duties at his or her current classification;
 - (c) assign the employee duties at a lower classification where the employee is capable of performing those duties; or
 - (d) take other specified action that may be appropriate.
- A 5.15 The employee will have seven (7) days to respond in writing to the Chief Executive as to why the action proposed in the notice under sub-clause A5.14 should not be taken.
- A 5.16 At the end of the seven (7) days, the Chief Executive having considered the employee's response (if any) submitted under sub-clause A5.15, may issue a notice of his or her decision about the action to be taken to the employee.
- A 5.17 Where procedures under this Appendix result in termination of employment, the employee's review rights are in accordance with the Review of Decisions to Terminate Employment provisions contained in this Agreement.
- A 5.18 Where procedures under the Appendix result in reduction in classification, the employee's review rights are in accordance with the Internal Review of Employment Actions provisions contained in this Agreement.

APPENDIX 6 CONSULTATION ON MAJOR CHANGES

- A6.1 This Appendix applies where a decision is made to introduce major changes in a work area that are likely to have significant effects on employees, other than where provision is already made elsewhere in this enterprise agreement regarding a specific major change.
- A6.2 Where a definite decision is made to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on employees, the Chief Executive must notify the employees who are likely to be affected by the proposed changes and their representatives, if any.
- A6.3 **Significant effects** include:
- (a) termination of employment;
 - (b) changes in the composition, operation or size of the NCA's workforce or in the skills required;
 - (c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - (d) significant alteration in hours of work;
 - (e) the need to retrain employees;
 - (f) the need to relocate employees to another workplace; and
 - (g) the major restructuring of jobs.

Chief Executive to discuss major changes

- A6.4 The Chief Executive must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause A6.2, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- A6.5 The discussions must commence as early as practicable after a definite decision has been made to make the changes referred to in clause A6.2.
- A6.7 For the purposes of such discussion, the employees concerned and their representatives, if any, are to be provided in writing all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. The Chief Executive is not required to disclose confidential or commercially sensitive information to the employees.

APPENDIX 7 PRINCIPLES RELATING TO WORKPLACE DELEGATES

- A7.1 The role of union workplace delegates and other elected union representatives is to be respected and facilitated.
- A7.2 The NCA and union workplace delegates must deal with each other in good faith.
- A7.3 In discharging their representative roles at the workplace level, the rights of union workplace delegates include but are not limited to:
- the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;
 - recognition by the NCA that endorsed workplace delegates speak on behalf of their members in the workplace;
 - the right to participate in collective bargaining on behalf of those whom they represent, as per the Fair Work Act;
 - the right to reasonable paid time to provide information to and seek feedback from employees in the workplace on workplace relations matters at the NCA during normal working hours;
 - the right to email employees in their workplace to provide information and seek feedback, subject to individual employees exercising a right to 'opt out';
 - undertaking their role and having union representation on the NCA's workplace Authority Consultative Committee;
 - reasonable access to NCA facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to NCA policies and protocols;
 - the right to address new employees about union membership at the time they enter employment;
 - the right to consultation, and access to relevant information about the workplace and the NCA; and
 - the right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.
- A7.4 In discharging any roles that may involve undertaking union business, the rights of union workplace delegates include but are not limited to:
- reasonable paid time during normal working hours to consult with other delegates and union officials in the workplace, and receive advice and assistance from union staff and officials in the workplace;
 - reasonable access to appropriate training in workplace relations matters including training provided by a union;
 - reasonable paid time off to represent union members in the NCA at relevant union forums.

- A7.5 In exercising their rights, workplace delegates and unions will consider operational issues, departmental policies and guidelines and the likely affect on the efficient operation of the NCA and the provision of services by the Commonwealth.
- A7.6 For the avoidance of doubt, elected union representatives include APS employees elected to represent union members in representative forums, including, for example, CPSU Section Secretaries, Governing Councillors and Section Councillors, and APESMA Government Division Committee members.