



***our* EA**

# National Disability Insurance Agency Enterprise Agreement

**ndis**



# DECISION

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

National Disability Insurance Scheme Launch Transition Agency T/A  
National Disability Insurance Agency  
(AG2016/7686)

## NATIONAL DISABILITY INSURANCE AGENCY ENTERPRISE AGREEMENT 2016-2019

Commonwealth employment

DEPUTY PRESIDENT KOVACIC

CANBERRA, 21 FEBRUARY 2017

*Application for approval of the National Disability Insurance Agency Enterprise Agreement 2016-2019.*

[1] An application has been made for approval of an enterprise agreement known as the *National Disability Insurance Agency Enterprise Agreement 2016-2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the National Disability Insurance Scheme Launch Transition Agency T/A National Disability Insurance Agency. The Agreement is a single enterprise agreement.

[2] Subject to concerns that have been addressed by way of undertakings, 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] As noted, pursuant to s.190(3), I have accepted undertakings from the National Disability Insurance Scheme Launch Transition Agency T/A National Disability Insurance Agency. In accordance with s.191(1) of the Act the undertakings are taken to be a term of the Agreement. A copy of the undertakings are attached to this decision.

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 28 February 2017. The nominal expiry date of the Agreement is 28 February 2020.



DEPUTY PRESIDENT

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## ANNEXURE A

IN THE FAIR WORK COMMISSION

**FWC Matter No.:**  
AG2016/7686

**Applicant:**

Commonwealth of Australia (represented by the National Disability Insurance Scheme Launch Transition Agency)

Section 185 – Application for approval of a single enterprise agreement

### Undertaking- Section 190

I, David Bowen, Chief Executive Officer for the National Disability Insurance Scheme Launch Transition Agency (**NDIA**) give the following undertakings with respect to the *National Disability Insurance Agency Enterprise Agreement 2016-2019 (Agreement)*:

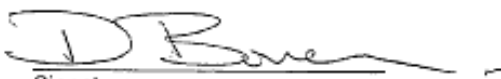
1. I have the authority given to me by the NDIA to provide this undertaking in relation to the application before the Fair Work Commission.

*Undertaking regarding work patterns*

2. In relation to the application of clause 8.7 of the Agreement, the NDIA makes the following undertakings:
  - (a) For the avoidance of doubt, clause 8.7 does not apply to shift workers (as defined by clause 8.40 of the Agreement). The rates of pay that apply to shift workers, including for work performed outside of the bandwidth of hours are set out in clause 8.41 of the Agreement.
  - (b) For the avoidance of doubt, other than in accordance with Clause 8.40, applying to shift workers, no employee will be compelled to work their work pattern outside the bandwidth of hours (ie 6.30 am to 7.30 pm, Monday to Friday) unless the employee specifically initiates to work some or all of their work pattern outside the bandwidth: see clauses 8.5 and 8.7 of the Agreement.

*Undertaking regarding APS cadet programme*

3. In relation to the application of Item A.11 of Appendix A of the Agreement, an APS Cadet undertaking full-time study will be paid at least 57 per cent of the minimum hourly rate that applies to an APS Level 1 employee (Generalist Job Stream) under the Agreement.
4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

  
Signature

16 February 2017  
Date





# National Disability Insurance Agency Enterprise Agreement 2016-2019

Version V1.0

Last edited 11.11.16

Commencement date 28.02.17

Agreement ID AG2016/7686

## Formal acceptance of Agreement and signatories

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

### Employer

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

Signed.....



Full name: David Bowen, Chief Executive Officer

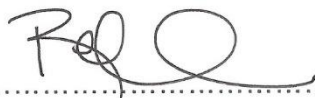
Agency: National Disability Insurance Agency

Address: 43-45 Brougham Street, Geelong VIC 3220

### Bargaining Representative: Community and Public Sector Union

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

Signed.....



Full name: Beth Vincent-Pietsch, Deputy Secretary

Address: 1/40 Brisbane Ave, Barton ACT 2600

### Employee Bargaining Representative

Signed .....

Full name:

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## Part 1 – Introduction to your agreement

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

### Title and length of agreement

- 1.3. This Agreement shall be known as the National Disability Insurance Agency Enterprise Agreement 2016-2019.
- 1.4. This Agreement is made under section 172 of the *Fair Work Act 2009*.
- 1.5. This Agreement will commence seven days after it is approved by the Fair Work Commission and expire three years after commencement.

### Parties bound

- 1.6. This Agreement covers and binds the CEO of the National Disability Insurance Agency (the Agency) on behalf of the Commonwealth; and all employees of the Agency, with the exception of any Senior Executive Service (SES) employee.

### NDIA employment framework

- 1.7. The operation of this Agreement is supported by policies, procedures and guidelines that do not form part of the Agreement. These policies, procedures and guidelines will be available to all employees and will be updated as necessary following reasonable consultation.
- 1.8. If there is any inconsistency between the policies, procedures and guidelines and the terms of this Agreement, the express terms of this Agreement will prevail. Further information can be found in the NDIA Employment Framework.

## Delegations

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

## Individual flexibility arrangements (IFA)

- 1.10. With the agreement of the CEO you may make an IFA to vary the effect of terms of the Agreement if:
- a. the arrangement deals with one or more of the following matters:
    - i. arrangements about when work is performed;
    - ii. overtime rates;
    - iii. penalty rates;
    - iv. allowances;
    - v. remuneration; and/or
    - vi. leave; and
  - b. the arrangement meets the genuine needs of yourself and the Agency in relation to one or more of the matters mentioned in subclause 1.10.a; and
  - c. the arrangement is genuinely agreed to by yourself and the CEO.
- 1.11. The CEO must ensure that the terms of the IFA:
- a. are about permitted matters under section 172 of the *Fair Work Act 2009*;
  - b. are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - c. result in you being better off overall than you would be if no arrangement was made.
- 1.12. The CEO must ensure that the IFA:
- a. is in writing;
  - b. includes the name of the employer and your name;
  - c. is signed by the CEO and yourself and, if you are under 18 years of age, signed by your parent or guardian; and
  - d. includes details of:
    - i. the terms of the Enterprise Agreement that will be varied by the arrangement;
    - ii. how the arrangement will vary the effect of the terms;
    - iii. how you will be better off overall in relation to the terms and conditions of your employment as a result of the arrangement; and

- iv. states the day on which the arrangement commences and, where applicable, when the arrangement ceases.

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

1.14. You or the CEO may terminate the IFA:

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

## Part 2 – Consultation and workplace arrangements

- 2.1. This term applies if the employer:
- a. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on employees; or
  - b. proposes to introduce a change to the regular roster or work pattern of employees.

### Major change

- 2.2. For a major change referred to in subclause 2.1.a:
- a. the employer must notify the relevant employees of the decision to introduce the major change; and
  - b. clauses 2.3 to 2.9 apply.
- 2.3. The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 2.4. If:
- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b. the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 2.5. As soon as practicable after making its decision, the employer will:
- a. discuss with the relevant employees:
    - i. the introduction of the change; and
    - ii. the effect the change is likely to have on the employees; and
    - iii. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - b. for the purposes of the discussion - provide, in writing, to the relevant employees:
    - i. all relevant information about the change including the nature of the change proposed; and



- ii. information about the expected effects of the change on the employees;  
and
  - iii. any other matters likely to affect the employees.
- 2.6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 2.7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 2.8. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the Agency, the requirements set out in subclause 2.2.a and clauses 2.3 and 2.5 do not apply.
- 2.9. In this term, a major change is likely to have a significant effect on employees if it results in:
  - a. the termination of the employment of employees; or
  - b. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d. the alteration of hours of work; or
  - e. the need to retrain employees; or
  - f. the need to relocate employees to another workplace; or
  - g. the restructuring of jobs.

## Change to regular roster or work pattern

- 2.10. For a change referred to in subclause 2.1.a the employer must notify the relevant employees of the proposed change; and clauses 2.11 to 2.15 apply.
- 2.11. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 2.12. If:
  - a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b. the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

- 2.13. As soon as practicable after proposing to introduce the change, the employer must:
- a. discuss with the relevant employees the introduction of the change; and
  - b. for the purposes of the discussion, provide to the relevant employees:
    - i. all relevant information about the change, including the nature of the change; and
    - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and
    - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - c. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 2.14. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 2.15. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 2.16. In this term "relevant employees" means the employees who may be affected by a change referred to in clause 2.13.

## General employee consultation

- 2.17. The Agency is committed to consultation and workplace relations arrangements that are balanced and do not unreasonably favour one group of employees over another. The NDIA will make provision for consultative arrangements with employees, and where employees choose, their representatives, regarding general workplace relations matters.
- 2.18. The Agency will establish an Agency Consultative Network (ACN) as the key mechanism for general employee consultation between management and elected employees (ACN members). Further information on the role and composition of the ACN can be found in the ACN charter and terms of reference.
- 2.19. The composition of the ACN will be a balanced representation of the Agency's workforce and will be reviewed annually.
- 2.20. The ACN will be the principal forum for consultation in relation to:

- a. the review of the implementation and operation of the Agreement; and
  - b. the development or review of any NDIA policies, procedures or guidelines that support the operation of this Agreement.
- 2.21. The Agency recognises the value of the ACN as a forum for the exchange of information on matters affecting employees.
- 2.22. The ACN will have four meetings per calendar year. Extraordinary meetings and working parties will be organised as needed to deal with matters requiring specific attention.
- 2.23. ACN members will be provided with appropriate support and reasonable time to undertake their ACN related duties.

## Freedom of association

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

## Employee representation arrangements

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

## Part 3 – Dispute resolution procedure

- 3.1. If a dispute relates to:
- a. a matter arising under this Agreement; or
  - b. the National Employment Standards;
- this term sets out the procedures to settle the dispute.
- 3.2. If you are a party to the dispute you may appoint an employee representative for the purposes of the procedures in this part.
- 3.3. In the first instance, parties to the dispute will, try to resolve the matter at the workplace level through discussions between you or the employees concerned and relevant supervisors and/or management. This may include internal escalation and/or the use of internal alternative dispute resolution methods where appropriate.
- 3.4. If discussions at the workplace level do not resolve the dispute a party to the dispute may refer the matter to the Fair Work Commission.
- 3.5. The Fair Work Commission may deal with the dispute in two stages:
- a. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - b. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - i. arbitrate the dispute; and
    - ii. make a determination that is binding on the parties.

*Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act 2009. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purposes of Division 3 of Part 5.1 of the Fair Work Act 2009. Therefore, an appeal may be made against the decision.*

- 3.6. While the parties are trying to resolve the dispute using the procedures in this provision:
- a. you must continue to perform your work as you would normally unless you have a reasonable concern about an imminent risk to your health or safety; and

- b. you must comply with a direction given by the CEO 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 you to perform; or
    - iv. there are other reasonable grounds for you to refuse to comply with the direction.
- 3.7. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this provision.
- 3.8. The dispute resolution procedure outlined in this clause cannot be used in respect of the termination of your employment.

## **Part 4 – Performance, learning and development**

- 4.1. The Agency will maximise your ability to contribute to the achievements of the NDIA through the performance development framework (PDF).

### **Performance development framework**

- 4.2. If you are covered by this Agreement you will participate in the NDIA PDF.
- 4.3. The assessment period will run from 1 August to 31 July each year. A rating will be determined by the relevant manager, based on your performance to facilitate advancement to the next salary point, in accordance with the provisions for salary advancement in clause 5.5.
- 4.4. Where you are not fully meeting agreed performance standards as assessed by the relevant manager, a performance support process according to the principles of equity, transparency, natural justice and procedural fairness will be initiated. Further information can be found in the policy on improving performance.

### **Learning and development**

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

### **Professional membership reimbursement**

- 4.7. The CEO may approve reimbursement or payment for the cost of annual membership fees of professional associations up to \$800 a year where membership of the association is an essential requirement in the performance of your duties and is clearly outlined in your job description. Further information can be found in the professional officer policy.



## Support for study and professional development

- 4.8. The CEO may provide you with assistance for undertaking an approved course of study or for professional development. This includes:
- a. leave (paid or unpaid) for study and exams including reasonable travel time
  - b. financial assistance or reimbursement of reasonable costs associated with your study or professional development.
- 4.9. The amount of leave and or financial assistance you may access will be dependent on the type of study/professional development you are undertaking and will be negotiated with your manager prior to commencing the study/professional development. Further information can be found in the policy on study and professional development support.
- 4.10. The CEO may approve reimbursement or payment of up to \$50 a year towards annual membership of professional associations relevant to your work in the Agency.

## Part 5 – Remuneration

### Salary increases

- 5.1. Salary increases over the life of the Agreement:
- a. 3.0% on commencement of the Agreement;
  - b. 2.0% 12 months after commencement; and
  - c. 1.0% 24 months after commencement.
- 5.2. No qualifying period applies in relation to eligibility to receive a salary increase.

### Classification structures and rates of pay

- 5.3. Structures for the classification of Agency work levels, and your rates of pay, are set out in the salary tables in Appendix A of this Agreement.

### How you will be paid

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

### Salary advancement and date of advancement

- 5.5. If you are not on the top pay point of your classification you will be eligible for salary advancement, subject to:
- a. having a current 100 day plan in place;
  - b. having completed at least one 100 day plan in the assessment period, with the exception of employees who completed probation later than 31 March in the assessment period;
  - c. for new employees, successful completion of the probation process;
  - d. achieving a rating of 'effective', as specified within the performance development policy;
  - e. performance of duties for at least six months within the assessment period; and
  - f. not being subject to a current performance support process.
- 5.6. All eligible ongoing employees will have a common salary advancement date of 1 September each year, in respect of their nominal classification.

## Salary advancement for employees on higher duties allowance

- 5.7. Where you have performed higher duties for an aggregate period of 12 months or more within the past 24 months, you will receive salary advancement at that (higher) level, subject to meeting eligibility requirements outlined in clause 5.5.

## Salary advancement for non-ongoing employees

- 5.8. If you are a non-ongoing employee with continuous employment of more than 12 months in duration, and you are not at the top of your salary range, you are eligible for salary advancement at your nominal classification, on the anniversary of your commencement subject to meeting eligibility requirements outlined in clause 5.5.

## Payment of salary

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

## Salary on engagement, promotion, assignment of duties

- 5.10. Your salary on engagement, either ongoing or non-ongoing, promotion and assignment of duties (including movement from another APS Agency) will be at the minimum pay point for the classification, unless the CEO approves payment at a higher pay point within the classification range, with consideration to your relevant experience, skills and qualifications.
- 5.11. Notwithstanding clause 5.10, where your salary increase on promotion to the minimum salary rate for the classification is less than \$1500, you will be placed on the second pay point in the classification range.

## Salary maintenance

- 5.12. If you are an APS employee and transfer from another agency, and your current salary exceeds the maximum of the NDIA salary range for the relevant classification, the CEO may approve continued payment at your previous substantive salary until you can be transferred to the NDIA salary range without disadvantage.

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

### Salary maintenance lump sum

- 5.15. If you are in receipt of a salary above the top of the paypoint for your classification during the life of the Agreement you will not be eligible for the relevant salary increases (clause 5.1). You will remain on your current salary and will be eligible for a lump sum maintenance payment on commencement of the Agreement, 12 months after commencement and/or 24 months after commencement.
- 5.16. Where your maintained salary aligns to the NDIA Classification level during the life of this Agreement the lump sum maintenance payment would no longer be payable to you.
- 5.17. The lump sum payable is set out in the table in Appendix D of this Agreement.
- 5.18. These payments (clause 5.15) will not count as salary for any purpose.

### Casual loading

- 5.19. If you are non-ongoing and engaged for duties that are irregular or intermittent (casual employee) you will receive a loading of 20% of salary in lieu of paid leave entitlements.

### Higher duties allowance (HDA)

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

- 5.21. The minimum period of temporary reassignment that can attract payment of HDA is one week, unless the CEO determines there are special circumstances associated with the duties to be performed for a shorter period.
- 5.22. If you are performing all of the duties of a position at a higher classification you will be paid HDA equal to the difference between your usual salary and the base salary of the higher classification.
- 5.23. Notwithstanding clause 5.22, where your HDA increase to the minimum salary rate for the classification is less than \$1500 you will be placed on the second pay point in the classification range.
- 5.24. If you are performing part of the duties of a position at a higher classification you will receive payment at a rate determined by the CEO.

## Superannuation

- 5.25. The Agency will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 5.26. The Agency's default superannuation fund for new employees is the Public Sector Superannuation Accumulation Plan (PSSap). The Agency will provide employer superannuation contributions to members of the PSSap of no less than 15.4% of your fortnightly contribution salary.
- 5.27. Where you exercise superannuation choice, the Agency will provide employer superannuation contributions of no less than 15.4% of your fortnightly contribution salary.
- 5.28. 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.
- 5.29. Employer superannuation contributions will be paid during periods of paid and unpaid parental leave (including maternity, parental, adoption and foster care leave) for periods of leave to a maximum of 52 weeks.
- 5.30. The CEO may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through

fortnightly electronic funds transfer using a file generated by the Agency's payroll system.

- 5.31. Any fees applied by a chosen fund associated with the administration of superannuation contributions will be borne by you.
- 5.32. Existing Public Sector Superannuation (PSS) and Commonwealth Superannuation Scheme (CSS) arrangements will continue in accordance with the relevant legislation and requirements.

### Superannuation allowance

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

### Salary packaging

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

### Supported salary rates

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



## Part 6 – Allowances and reimbursements

### Workplace contact officer allowance

- 6.1. If you are appointed by the CEO to undertake any of the workplace contact officer roles, including:
- a. first aid officer;
  - b. emergency warden;
  - c. health and safety representative; and/or
  - d. diversity and harassment contact officer
- subject to having undertaken the relevant training and/or possessing the required certification/s, you will be entitled to be paid an allowance. The rate of the allowance is \$23.90 per fortnight and will increase in accordance with the percentage salary increases and dates specified in clause 5.1.
- 6.2. If you undertake more than one workplace contact officer role simultaneously you will only receive a single allowance payment in respect of all roles undertaken. Part-time employees are entitled to a pro-rata payment. Further details can be found in the policy on allowances.

### Community language allowance

- 6.3. You may be paid a community language allowance at either rate 1 or rate 2 where in providing participant or employee services, the CEO determines there is a continuing need to utilise your particular language skills for communication in languages other than English. The rate of payment will be \$1009 per annum for rate 1, and \$2024 per annum for rate 2 and will increase in accordance with the percentage salary increases and dates specified in clause 5.1. Further information can be found in the policy on allowances.
- 6.4. The community language allowance counts as salary for superannuation purposes, during periods of leave and for the purposes of calculating retirement and redundancy entitlements.

## Agency liaison officer allowance

- 6.5. If you perform the duties of agency liaison officer and attend for duty at the office of a Minister, you will be paid an allowance of \$20,174 per annum, pro-rata for part-time employees, in lieu of flextime or overtime. The allowance counts as salary for superannuation purposes, and for the purposes of calculating retirement and redundancy entitlements where it has been paid for more than 12 months.

## Motor vehicle allowance

- 6.6. The CEO may approve the use of a private vehicle for official purposes where the CEO considers that it will result in greater efficiency or involve less expense for the Agency.
- 6.7. If approved you will receive a motor vehicle allowance at the rate prescribed by the relevant subscription service for work related car expenses using the cents per kilometre method. The allowance shall not exceed the amount that would have been payable to otherwise transport you by the most efficient means.

## Loss or damage to clothing or personal effects

- 6.8. The CEO may approve payment up to the Comcover excess to you per incident for loss or damage to clothing or personal effects, while on official business.

## Overtime meal allowance

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

## Remote locality assistance

6.11. If you live and work in an Agency designated remote locality, you may be eligible for certain assistance as determined by the CEO, which may include:

- a. payment of remote locality assistance allowance;
- b. remote locality leave fares;
- c. other fares assistance; and
- d. additional annual leave.

6.12. Remote locality assistance allowance (RLAA) is payable if you are living in a NDIA designated remote locality. The annual rate of RLAA payable in each location is:

Grade	RLAA rates with dependents	RLAA rates without dependents
A	\$4,004	\$3,030
B	\$7,575	\$6,492
C	\$11,687	\$7,900
D	\$15,474	\$10,605

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

Grade	Remote locality leave fares
A	Once every two years
B	Once every two years
C	One each year
D	One each year

6.14. The CEO may approve fares reimbursement to you and your dependents living in an NDIA designated remote locality in the following circumstances:

- a. to attend the nearest qualified medical or dental practitioner for medical, emergency dental or specialist medical treatment where the treatment is not available at your usual location;
- b. where a close relative of your or your spouse dies or becomes dangerously or critically ill; or
- c. for return travel for each child from the place they attend school to your locality twice per year.

6.15. Full-time employees living in a NDIA designated remote locality will accrue additional annual leave per as listed below. Part-time employees are entitled to accrue pro-rata leave in accordance with the hours they work.

Grade	Additional Annual Leave for Remote Localities
A	Two days
B	Three days
C	Five days
D	Seven days

### **Assessment of remote localities**

- 6.16. The Agency determines and grades remote localities in accordance with the Accessibility and Remoteness Index of Australia (ARIA) further weighted by population, temperature and access to air services. Further information can be found in the policy on remote localities.
- 6.17. The CEO will determine further locations that will attract remote locality assistance upon application of the methodology in clause 6.16, and what assistance may be provided.

### **Contribution to employee housing**

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

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

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

### **Tropical and temperate clothing allowance**

- 6.20. The CEO may reimburse you up to \$106 for the reasonable costs of clothing over a three year period where you relocate to a locality which has a climate greatly different from your usual place of work.

## Excess fares

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

## Relocation assistance

- 6.23. Where you are an eligible employee, the CEO will determine a package to assist with certain reasonable expenses associated with the relocation of your primary residence for yourself and your family. Further information can be found in the policy on relocation.
- 6.24. Relocation assistance will be available for compulsory moves up to \$20,000, or where the CEO deems special circumstances exist up to \$40,000.
- 6.25. Relocation assistance may be available for moves as a result of promotion, engagement or reassignment of duties, where it is considered to be in the best interests of the Agency up to \$10,000 or where the CEO deems special circumstances exist up to \$20,000.
- 6.26. Reasonable expenses related to the relocation of you and your family may include:
  - a. removalist costs;
  - b. travel;
  - c. temporary accommodation; and/or
  - d. costs incurred in the sale/purchase of your primary residence.
- 6.27. Where you are eligible for relocation assistance you may receive an additional one off incidental allowance to cover reasonable costs associated with the move:
  - a. \$562 for employees without dependants;
  - b. \$1,176 for employees with at least one dependant; plus
  - c. \$223 for each additional dependent child who is a full-time student.
- 6.28. This allowance (clause 6.27) may be varied in accordance with rates published by the relevant subscription service.

## Excess travel time

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

## Additional matters

- 6.34. The CEO may determine that it is appropriate to pay you an allowance or reimbursement for reasonable expenses incurred in the course of your employment.
- 6.35. Remuneration, salary related and other debts that you or a former employee owes to the NDIA will be recovered in accordance with the relevant Accountable Authority Instruction as a debt due to the Commonwealth.
- 6.36. Rates of allowances and reimbursements are set out in the table at Appendix C of this Agreement.



## **Part 7 – Travelling on Agency business**

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

### **Travel allowance**

- 7.4. If you are required to be absent on official business overnight from your usual place of work you will be entitled to travel allowance.
- 7.5. Allowances payable for accommodation, meals and incidentals are those rates published by the relevant subscription service.
- 7.6. If you are on business travel and elect to stay in non-commercial accommodation, you will receive an allowance of \$50 per night in addition to any allowances payable for meals and incidentals.

### **Review travel allowance**

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

### **Overseas travel**

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

## Extra family care subsidy

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

## **Part 8 – Hours of work and working arrangements**

### **Working hours**

- 8.1. If you are a full-time employee, your total working hours will be 150 hours per four week settlement period, with an average of 37 hours and 30 minutes per week.
- 8.2. If you are a part-time employee, your total working hours will be those specified in your flexible working arrangement. Your salary, leave entitlements and duties based allowances will be calculated, accrued and paid on a pro-rata basis in accordance with your total working hours, unless otherwise specified in this Agreement.
- 8.3. Unless you are a shift worker, you will not be expected to work more than 10 hours in one day.
- 8.4. You must not work more than five consecutive hours without an unpaid meal break of at least 30 minutes.

### **Bandwidth of hours**

- 8.5. The standard bandwidth is between the hours 6:30am and 7:30pm Monday to Friday. You will work your work pattern within the bandwidth, or as otherwise agreed on an individual basis between you and your manager.

### **Work pattern**

- 8.6. You and your manager will agree on a work pattern. Where agreement cannot be reached, your work pattern will be 8:30am to 12:30pm and 1:30pm to 5:00pm Monday to Friday.
- 8.7. You may request to work some, or all of your work pattern outside of the 6:30am to 7:30pm Monday to Friday bandwidth. Where a manager approves your request to work your agreed work pattern outside of the bandwidth for personal reasons, any approved arrangement does not attract shift work conditions or the payment of overtime.

## Work pattern direction

- 8.8. The CEO may direct your work pattern to be 8:30am to 12:30pm and 1:30pm to 5:00pm Monday to Friday if you fail to maintain a satisfactory pattern of attendance or misuse flextime provisions.

## Recording hours worked

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

## Overtime

- 8.10. The CEO may approve overtime for work performed in addition to your work pattern.
- 8.11. If you are part-time, overtime is work performed at the direction of the CEO which is in addition to your work pattern or is beyond the total hours of work over the settlement period specified in your flexible working arrangement.
- 8.12. Where necessitated by business requirements, the CEO may direct you to work overtime outside your work pattern. You may refuse to work overtime in circumstances where the working of such overtime would be unreasonable.
- 8.13. If you are eligible to receive overtime payments, overtime hours worked will be paid or, where agreed, time off in lieu will accrue at the following penalty rates:
- a. overtime worked Monday to Saturday will be paid at time and a half for the first three hours each day and double time thereafter;
  - b. overtime worked on Sunday will be paid at the rate of double time; and
  - c. overtime worked on a public holiday will be paid at the rate of double time and a half, except in South Australia if the public holiday is a public holiday solely because it is a Sunday.\*
- \*Note: Sundays are a public holiday in South Australia due to the operation of the *Holidays Act 1910 (SA)*.
- 8.14. Salary rates for the purposes of calculating overtime will include HDA and shift allowance, if applicable.

- 8.15. Overtime payments will be made for hours actually worked, there will be no minimum period for which overtime will be paid. Where overtime is not continuous, payment may include payment for reasonable travelling time.

## Rest period

- 8.16. Where the CEO directs you to work outside your work pattern you will be entitled to a minimum eight hour break plus reasonable travelling time before commencing work again, without any loss of pay. Where this is not possible due to business requirements, you will be paid for subsequent periods of work at double time until you have taken an eight hour break.

## Flexible working arrangements (including part-time)

- 8.17. The Agency understands the need to balance your working life with other commitments, including family and the community. This is supported through the provision of a range of flexible working arrangements. When applying these arrangements and other employment conditions the Agency will consider the business needs and any effect on other employees to ensure equitable outcomes. For further information, see the policies on hours of duty and flexible working arrangements.
- 8.18. Flexible working arrangements for certain circumstances will be provided for in accordance with Section 65 of the *Fair Work Act 2009*.

## Flextime

- 8.19. If you are at the APS 1 - 6 classification, you have access to flextime provisions which provide flexibility for yourself and the Agency. Flextime is about flexibility in relation to hours worked on any particular day and is available within the standard bandwidth.
- 8.20. A flex balance is the time worked in excess of or less than your working hours. The maximum flex credit which can be carried from one settlement period to another is 37 hours and 30 minutes. The maximum flex debit which can be carried from one settlement period to another is 22 hours and 30 minutes. With prior approval of the CEO, you may carry balances in excess of the standard credit or debit allowed. Further details can be found in the policy on flexible working arrangements.

- 8.21. In exceptional circumstances, the CEO may approve payment to you, of a flex balance in excess of 37 hours and 30 minutes at ordinary time rates.
- 8.22. The CEO can direct you where you have a negative flex debit of more than 22 hours and 30 minutes at the end of a settlement period to use approved annual leave or have salary payments reduced to cancel the excess debit.

### **Flex leave**

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

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

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

### **Part-time**

- 8.30. The CEO may engage you to work on a part-time basis, and/or approve an arrangement for you to work part-time.
- 8.31. A full-time employee will not be compelled to work part-time.
- 8.32. If you are approved to work less than 150 hours in a settlement period, you are a part-time employee.
- 8.33. You will enter into a written agreement with the CEO. Further information can be found in the hours of duty and flexible working arrangements policies.
- 8.34. You and the CEO can agree to vary an approved flexible working arrangement at any time.
- 8.35. The CEO may review and vary your flexible working arrangement at any time, with three months notice, where business requirements significantly affect the viability of your part-time hours.
- 8.36. If you are returning from maternity, adoption/foster or permanent care leave you will be able to access flexible working arrangements (including part-time arrangements) until your youngest child reaches school age.

### **Job sharing**

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

### **Teleworking**

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

### **Shift work**

- 8.39. The CEO may approve shift work arrangements and payments in accordance with this clause.

8.40. You are a shift worker if you are directed by the CEO to perform your work pattern outside the hours of 7:00am to 7:00pm, Monday to Friday, and/or on a Saturday, Sunday or public holiday for an ongoing or fixed period.

8.41. If you are a shift worker, you will be entitled to the following penalty rates in respect of rostered and performed work on a shift as follows:

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

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

8.42. The CEO may approve the payment of an annual shift allowance in lieu of penalty rates. The shift allowance will be calculated by averaging and annualising the shift penalty rates provided in this clause.

8.43. Shift penalties or shift allowance are payable during periods of annual leave. Shift penalties or shift allowance is not payable during other periods of leave.

8.44. Where your rostered pattern means you are regularly required to work for six days of the week, and a public holiday occurs on your scheduled day off duty, you are entitled to:

- a. leave for a day instead of the public holiday; or
- b. an amount equal to salary for a day at your ordinary rate.

This clause will not apply in South Australia if the public holiday is a public holiday solely because it is a Sunday.\*

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



- 8.45. If you work to a rostered pattern that includes weekend days, you will be entitled to an additional half day annual leave for each Sunday on rostered duty up to a maximum of an additional five days annual leave.

### Emergency duty

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

### Restriction duty

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

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

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

## Part 9 – Leave

### General provisions

- 9.1. When you apply for leave, the CEO will consider the business requirements of the Agency and your personal circumstances prior to granting leave.
- 9.2. Generally, you must obtain prior approval for all leave and provide reasonable notice of the intended period of leave.
- 9.3. Where you will be absent from work and illness, injury or an emergency prevents prior approval for the granting of leave, you must notify your manager (or if unavailable, an agreed alternative person) as soon as possible of the reason and expected length of the absence.
- 9.4. The CEO may require you to provide evidence to access leave under this provision.
- 9.5. If you are a casual employee, you may access unpaid leave.

### Annual leave

- 9.6. You will accrue 20 days paid annual leave per year if you are full-time. If you are part-time, you will accrue annual leave on a pro-rata basis.
- 9.7. Annual leave accrues daily.
- 9.8. The CEO may approve annual leave at half pay.
- 9.9. You are encouraged to take your full annual leave entitlement each calendar year. You and your manager will work together to enable access to take this leave.
- 9.10. Where you have an annual leave balance in excess of 40 days the CEO may direct you to take annual leave to reduce your annual leave balance, or a pro-rata amount if you are part-time.
- 9.11. Your accrual of annual leave will be affected where a period or periods of leave without pay that is not to count as service exceeds 30 days in a calendar year.
- 9.12. Where any designated (or substituted) public holiday for which you are entitled to payment occurs during any period of annual leave, the period of the holiday is not deducted from your annual leave entitlement.

## Voluntary cash out of annual leave

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

## Personal/carer's leave

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

- 9.15. If you are an ongoing full-time employee, you will receive a one off credit of 10 days personal/carer's leave on engagement to the Agency, pro-rata if you are part-time.
- 9.16. If you are an ongoing or non-ongoing full-time employee you will accrue 18 days personal/carer's leave for each full year of service, pro-rata if you are part-time.
- 9.17. Personal/carer's leave will accrue daily.
- 9.18. Your accrual of personal/carer's leave will be affected where a period or periods of leave without pay that is not to count as service exceeds 30 days in a calendar year.

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

- 9.19. The CEO will, subject to available credits, approve personal/carer's leave with pay where you are absent in the following circumstances:
- a. due to personal illness or injury; and/or
  - b. to provide care or support to a member of your immediate family or household because of:
    - i. the member's personal illness or injury; or
    - ii. an unexpected emergency affecting the member.

- 9.20. The CEO may, in exceptional circumstances, approve your request to convert your personal/carer's leave credits to half pay to cover a period of leave for sick or caring purposes.

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

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

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

- 9.22. You must provide a medical certificate or other supporting documentation for personal/carer's leave for:
- a. leave in excess of eight working days per calendar year without medical or other supporting documentation; and/or
  - b. absence in excess of three consecutive working days.
- 9.23. Where you have had repeated or frequent single day or short term absences, or a pattern of taking a particular working day off (e.g. Mondays) the CEO may ask you to provide satisfactory medical or other supporting documentation to support any period of personal leave, irrespective of clause 9.22.
- 9.24. The CEO may grant an exception to clause 9.22 where:
- a. you have a personal illness or injury which requires ongoing treatment, and/or may result in you taking personal leave for illness or injury on a regular or intermittent basis; and/or
  - b. you have caring responsibilities of a person with an ongoing illness or injury which requires ongoing treatment, and requires you to take leave on a regular or intermittent basis; and
  - c. the CEO has received medical evidence confirming the ongoing condition.

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

- 9.25. If you are a member of a Commonwealth Defined Benefits Superannuation scheme the Agency will not terminate your employment on invalidity grounds before your paid personal/carer's leave credits are exhausted, unless provided by legislation.

### **Compassionate leave**

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

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

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

### **Medical certificates and supporting documentation**

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

## Interaction with other leave types

- 9.31. If you are on annual, long service or purchased leave you can, on production of a medical certificate or other supporting documentation, apply to take personal/carer's leave or compassionate leave, and have the annual, long service or purchased leave re-credited. Further information can be found in the policies on leave.
- 9.32. Personal/carer's leave or compassionate leave for medical/caring purposes cannot be used to re-credit other forms of paid or unpaid leave other than those prescribed in clause 9.31 of this Agreement.

## Long service leave

- 9.33. You are eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 9.34. The minimum period for which long service leave can be taken is seven calendar days at full pay or 14 calendar days at half pay. Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

## Maternity leave

- 9.35. You are eligible for maternity leave (paid or unpaid) in accordance with the *Maternity Leave (Commonwealth Employees) Act 1973*.
- 9.36. If you are entitled to paid maternity leave under the *Maternity Leave (Commonwealth Employees) Act 1973*, you will be entitled to access an additional two weeks paid leave immediately following that period of paid maternity leave. These two weeks will count as service for all purposes.
- 9.37. You may spread the payment for a period of paid maternity leave over a maximum of 28 weeks at half pay, but only the first 14 weeks of leave will count as service.
- 9.38. Maternity leave is inclusive of public holidays and will not be extended because a public holiday (or Christmas reduced activity period) falls during a period of paid or unpaid maternity leave.

- 9.39. On ending maternity leave, you have the return to work guarantee (including part-time arrangements) and the right to request flexible working arrangements that are provided by the *Fair Work Act 2009*.

### Adoption/foster/permanent care leave

- 9.40. If you adopt, foster or are granted permanent care of a child and are the child's primary carer, the CEO will grant you up to 14 weeks adoption/foster/permanent care leave available from one week prior to the date of placement of the adoptive/fostered/permanent care child. This includes arrangements involving long term kinship care that meet the requirements of clauses 9.42, 9.43 and 9.44.
- 9.41. You are entitled to access the provision for 14 weeks paid leave after you have had at least 12 months of continuous service (as defined under the *Maternity Leave (Commonwealth Employees) Act 1973*).
- 9.42. The adopted/foster/permanent care child must not be your child or stepchild, or a child or stepchild of your partner, unless that child had not been in the custody and care of you or your partner for a significant period.
- 9.43. Applications for adoption/foster/permanent care leave must be supported by official documentary evidence from the relevant person/organisation with statutory responsibility for the long-term placement of the child.
- 9.44. If you elect to do so, the CEO will approve the payment of adoption/foster/permanent care leave at half pay over a maximum of 28 weeks, however, only the first 14 weeks of leave will count as service.
- 9.45. Regardless of qualifying service, you are eligible for up to two days of pre-adoption leave to attend any interviews or examinations required for the adoption of a child. This leave may be taken as annual or purchased leave or, if you have no available leave credits, miscellaneous leave without pay will be approved.
- 9.46. Where you subsequently adopt a fostered child, you are not eligible for further leave under this clause in relation to the same child where adoption/foster leave has previously been granted.

## Parental leave

- 9.47. The CEO will grant you up to 12 months unpaid parental leave after you have completed at least 12 months of continuous service in the APS and in accordance with the National Employment Standards (NES).
- 9.48. If you are taking 12 months parental leave you may apply for an extension of unpaid parental leave for a further period of up to 12 months, immediately following the end of the initial 12 month period.
- 9.49. Where your partner is entitled to access parental leave (paid or unpaid) either under this Agreement, or in accordance with the terms and conditions of employment provided by another employer, the total period of parental leave that may be taken between the couple cannot exceed 24 months after the date of birth or date of placement of a child.
- 9.50. Periods of unpaid parental leave will not count as service for any purpose.

## Return to work

- 9.51. The return to work guarantee provided by section 84 of the *Fair Work Act 2009* (including part-time arrangements) applies in respect of you ending maternity leave, adoption/foster/permanent care leave or parental leave.

## Supporting partner leave

- 9.52. The CEO will grant you four weeks paid supporting partner leave where your partner has given, or is giving birth, or if your partner is the primary caregiver for an adopted, fostered or permanent care child.
- 9.53. Supporting partner leave is available from one week prior to the expected due date or placement of the child and must be taken within 12 months of the birth of the child or in the case of adoption, fostering, or permanent care, within 12 months from the date when the adoption, fostering, or permanent care commences.
- 9.54. You may be required to provide evidence in support of your application for leave.



- 9.55. The CEO may approve your application to take supporting partner leave at half pay. An application to take the leave at half pay will only be approved where you apply for the full four week entitlement to be taken in one continuous period of eight weeks.
- 9.56. Where you have approval to take leave at half pay, only the first four weeks of paid leave will count as service.

### NAIDOC leave

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

### Cultural leave

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

### Purchased leave

- 9.59. With the agreement of the CEO, if you have more than 12 months service as an ongoing or non-ongoing employee, you may elect to purchase up to eight weeks of unpaid leave, funded by salary deductions over a maximum period of 12 months.
- 9.60. The minimum period of purchased leave that can be taken at any one time will be one day and purchased leave cannot be taken at half pay. Purchased leave cannot be used to substitute for part-time work arrangements, unless otherwise approved.
- 9.61. Salary deductions for purchased leave will be deducted from your gross salary. Purchased leave deductions do not affect salary for superannuation purposes. Purchased leave will count as service for all purposes.

## Defence reserve leave

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

## Sabbatical leave

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

## Miscellaneous leave

- 9.69. The CEO may grant you leave, either with or without pay, to count as service or not to count as service, and subject to certain conditions, in circumstances not provided for elsewhere in this Agreement for a purpose that the CEO considers to be in the interests of the Agency, such as but not limited to:

- a. to attend to matters relating to family and domestic violence;
- b. short term special/emergency situations; and/or
- c. catastrophic emergency or natural disaster event.

9.70. Miscellaneous leave with pay will be provided if you engage in community service activities including jury service and emergency management activities as defined in the *Fair Work Act 2009*. Further information can be found in the policy on miscellaneous leave.

### Community volunteering leave

9.71. The CEO may grant you up to four days of miscellaneous leave with pay and a reasonable amount of miscellaneous leave without pay to undertake community volunteering leave.

9.72. Community volunteering leave can be taken in part days including hours and minutes. Further information can be found in the policy on miscellaneous leave.

### War or defence service sick leave

9.73. If you have an injury or disease determined to be a war or defence-caused condition that has been determined under the *Veterans Entitlements Act 1986* and/or the *Military Rehabilitation and Compensation Act 2004*, you are entitled to:

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

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

## Unauthorised leave

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

## Reimbursement of costs on cancellation of leave

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

## School holiday family care reimbursement

- 9.77. Where you have school children and have approved leave cancelled or are required to return from leave early because of the Agency's business requirements during school holidays, the CEO may reimburse the amount you have paid for each school child attending approved or registered care for the approved period of leave.
- 9.78. Casual employees may be eligible for the reimbursement.
- 9.79. Reimbursement will apply only for the days when you are at work, other than in exceptional circumstances determined by the CEO.
- 9.80. Reimbursement will be less any government subsidy provided to you.

## Portability of leave

- 9.81. For the purposes of this clause:
- a. 'APS employee' has the same meaning as the *Public Service Act 1999*; and
  - b. 'Parliamentary Service' refers to employment under the *Parliamentary Service Act 1999*.
- 9.82. Where you move (including on promotion or for an agreed period) from another agency where you were an ongoing APS employee, your unused accrued annual leave and personal/carer's leave (however described) will be recognised, provided there is no break in continuity of service.

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

### Payment on death or separation

- 9.85. Where an employee dies, or is presumed to have died on a particular date the CEO may approve payment of all leave entitlements otherwise payable on resignation or retirement, to the estate, or where nominated, another party.
- 9.86. Upon separation from the Agency you will be paid in lieu of any unused annual leave, unused purchased leave or sabbatical leave (to the extent that leave has been paid for) at the rate of your final salary, including allowances that would have been included during periods of annual leave. Long service leave will be paid out in accordance with the *Long Service Leave Act (Commonwealth Employees) 1976*.
- 9.87. Clause 9.86 does not apply if you are an ongoing employee and you cease employment with the Agency on one day and commence employment with another APS agency on the next working day, or if you are a non-ongoing employee who does not have a break in service between periods of engagement with the Agency.

### Public holidays

- 9.88. You will be entitled to the following public holidays each year:
- a. New Year's Day (1 January);
  - b. Australia Day (26 January);
  - c. Good Friday;
  - d. Easter Monday;
  - e. Anzac Day (25 April);

- f. The Queen’s birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
  - g. Christmas Day (25 December);
  - h. Boxing Day (26 December); and
  - i. any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Fair Work regulations from counting as a public holiday.
- 9.89. If under a state or territory law, a day or part-day is substituted for one of the public holidays listed above, then the substituted day or part-day is the public holiday.
- 9.90. The CEO may approve a substitution of a day or part-day that would otherwise be a public holiday having regard to business requirements.
- 9.91. If you are absent on a day or part-day that is a public holiday in the place where you are based for work purposes, you are entitled to be paid for the part or full day absence as if that day or part-day was not a public holiday, except where you would not normally have worked on that day.

## Christmas – reduced activity period arrangements

- 9.92. You will be provided with paid time off in accordance with your work pattern for the working days from Christmas Day to New Year’s Day. Business will resume on the first working day after New Year’s Day.
- 9.93. Where you are absent on leave, payment for the Christmas reduced activity period will be in accordance with the entitlement for that form of leave.
- 9.94. If you are on leave without pay on either side of the days specified in clause 9.92 you will not be paid for those days.
- 9.95. There will be no deduction from leave credits for the Christmas reduced activity period.
- 9.96. The CEO may determine that, due to business requirements, you may be required to attend work on some or all of the days referred to in clause 9.92. Where this occurs, volunteers will be sought and paid overtime at public holiday rates or provided

equivalent time off in lieu (or a combination of both) including if you are at the EL level. If there are insufficient volunteers the CEO may direct certain employees to attend for duty.

9.97. To avoid doubt, public holiday rates means a payment of double time and a half.

## **Part 10 – Wellbeing and diversity**

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

### **Wellbeing**

- 10.2 The CEO will provide you access to wellbeing measures including:
- a. an annual influenza vaccination, available at no cost to you;
  - b. confidential, professional counselling service through the Employee Assistance Program for you and your immediate family, at no cost to you;
  - c. paid time off work to undertake breastfeeding, lactation and associated activities; and
  - d. an early intervention program.

### **Diversity**

- 10.3 The Agency will support diversity in the workplace that is reflective of the diversity of the Australian community. Further information can be found within the policy on diversity and inclusion.
- 10.4 The Agency will provide a network of trained Diversity and Harassment Contact Officers to support you and managers in responding to workplace bullying and harassment.

### **Supporting employees with disability**

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



## **Supporting Aboriginal and Torres Strait Islander (ATSI) employees**

10.6 The Agency will:

- a. implement targeted strategies to improve the attraction and retention of ATSI identified employees;
- b. implement the Indigenous Australian Government Development Program; and
- c. develop, monitor and review an Agency Reconciliation Action plan.

## **Part 11 – Workforce planning and adjustment**

### **Retirement and resignation**

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

### **Redeployment, redundancy and reduction**

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

### **Excess employees**

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

### **Notification and consultation**

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

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

## Discussion period

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

## Voluntary redundancy

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

about obtaining further information relating to superannuation and relevant taxation rules.

- 11.16. The Agency will reimburse you up to \$500 (including GST) for career and/or accredited financial counselling, if you are considering voluntary redundancy.
- 11.17. Employees not accepting an offer of voluntary redundancy will be covered by clauses 11.29 to 11.41 below.

### Redundancy benefit

- 11.18. An employee who elects for redundancy with a redundancy benefit and whose employment is terminated by the CEO under section 29 of the *Public Service Act 1999* on the grounds that he/she is excess to requirements, is entitled to payment of a redundancy benefit of an amount equal to two weeks salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service, subject to any minimum amount the employee is entitled to under the National Employment Standards (NES).
- 11.19. The minimum payment will be four weeks salary and the maximum will be 48 weeks salary.
- 11.20. The redundancy benefit will be calculated on a pro-rata basis for any period where you have worked part-time hours during your period of service and you have less than 24 years full-time service, subject to any minimum amount you are entitled to under the NES.
- 11.21. For the purposes of calculating any payment, salary will include:
- a. your salary at your ongoing classification;
  - b. HDA payments where you have been receiving HDA continuously for a period of at least 12 months immediately preceding your notification of termination date; and
  - c. an allowance in the nature of salary, where that has been paid during periods of annual leave and on a regular basis and is not a reimbursement for expenses incurred.

## Calculating service for redundancy pay purposes

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

- a. service in an APS agency;
- b. Government Service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
- c. service with the Commonwealth, which is recognised for long service leave purposes, other than service with a Joint Commonwealth-State body or body corporate in which the Commonwealth does not have a controlling interest;
- d. service with the Australian Defence Forces;
- e. service in another organisation where:
  - i. you were transferred from the APS to that organisation with a transfer of function; or
  - ii. you were engaged by that organisation on work within a function and subsequently engaged as an APS employee as a result of the transfer of that function to the APS; and
  - iii. such function is recognised for long service leave purposes.

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

- a. the break in service is less than four weeks and occurs where an offer of employment with the new employer was made and accepted by you before ceasing employment with the preceding employer; or
- b. the earlier period of service was with the APS and ceased because you were deemed to have resigned from the APS on marriage under the repealed section 49 of the *Public Service Act 1922*.

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

- a. on any of the grounds for termination specified in section 29 of the *Public Service Act 1999* (including any additional grounds prescribed in the Public Service regulations);
- b. on a ground equivalent to any of these grounds in subclause 11.24.a;
- c. through voluntary retirement at or above the minimum retiring age applicable to you; or
- d. with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit.

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

## Period of notice

11.26. Where an excess employee's employment is to be terminated under section 29 of the *Public Service Act 1999* by accepting a voluntary redundancy they will be given four weeks notice. Employees over 45 years of age with at least five years continuous service will be given five weeks notice.

11.27. If you request, and the CEO agrees, that your employment be terminated within this notice period, you will be paid compensation for the unexpired portion of the notice period equal to the hours you would have worked during the notice period had your employment not been terminated.

11.28. The CEO will approve reasonable time off with full pay for you to attend necessary employment interviews from the start of the notice period. Where expenses to attend interviews are not met by the prospective employer, the CEO will reimburse agreed reasonable travel and incidental expenses.

## Involuntary redundancy provisions

### Retention period

11.29. An excess employee who does not agree to be retrenched with the payment of a redundancy benefit will be entitled to the following period of retention, commencing from the date one month after the employee received their offer of voluntary redundancy:

- a. 13 months where you have 20 or more years of service or are over 45 years of age; or
- b. seven months for all other employees.

11.30. If you are entitled to a redundancy payment under the NES, the retention period at clause 11.29 will be reduced by the number of weeks redundancy pay that you will be entitled to under the NES on termination, as at the expiration of the retention period (as adjusted by this clause).

- 11.31. The retention period will not be extended by periods of leave taken by the excess employee unless, after considering the circumstances of the individual case, the CEO deems an extension as a result of a period of leave taken to be reasonable.
- 11.32. Where the CEO is satisfied that there is insufficient productive work available for you during the remainder of the retention period and that there are no reasonable redeployment prospects in the APS:
- a. the CEO may terminate your employment under section 29 of the *Public Service Act 1999*; and
  - b. upon termination, you will be paid a lump sum comprising:
    - i. the balance of the retention period (as shortened for the NES under sub-clause) and this payment will be taken to include the payment in lieu of notice of termination of employment; plus
    - ii. your NES entitlement to redundancy pay.

## **Redeployment**

- 11.33. Employees on retention will be considered in isolation from and not in competition with other applicants when seeking assignment to another position within the Agency.
- 11.34. During the retention period, the CEO:
- a. will take all reasonable steps to find alternative employment for you; and/or
  - b. may reduce your classification with the appropriate notice in order to secure you alternative employment, subject to the conditions set out in clauses 11.37 and 11.38 below.
- 11.35. During the retention period you will:
- a. take reasonable steps to find alternative employment; and
  - b. actively participate in learning and development activities, trial placements or other agreed arrangements to assist in obtaining a permanent placement.
- 11.36. Excess employees are entitled to necessary leave with pay and assistance in meeting reasonable travel and incidental expenses when seeking alternative employment, where these are not met by the prospective employer.

### **Reduction in classification**

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

11.38. If classification reduction occurs before the end of the retention period, you will receive payments to maintain your salary level for the balance of the retention period. The CEO may choose to apply this provision where the reduction is to a lower level classification and salary in another agency where you are employed under the *Public Service Act 1999*.

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

11.39. An excess employee's employment will be terminated under section 29 of the *Public Service Act 1999* at the end of their retention period.

11.40. Where an excess employee's employment is to be terminated they will be given four weeks' notice. Employees over 45 years of age with at least five years continuous service will be given five weeks notice. This notice period will, as far as practicable, be concurrent with the employee's retention period.

11.41. If you are terminated within this notice period, you will be paid compensation for the unexpired portion of the notice period equal to the hours you would have worked during the notice period had your employment not been terminated.



## Definitions

In this Agreement the following definitions apply:

<b>Agency or NDIA</b>	is interchangeable, and, unless otherwise specified, means the National Disability Insurance Agency
<b>Agreement</b>	National Disability Insurance Agency 2016-2019 Enterprise Agreement
<b>APS</b>	Australian Public Service
<b>CEO</b>	Chief Executive Officer, the person for the time being performing the duties of CEO of the Agency or their delegate
<b>Casual employee</b>	a non-ongoing employee who is engaged on an irregular or intermittent basis under section 22(1) (c) of the <i>Public Service Act 1999</i>
<b>Delegate</b>	a person authorised by the CEO to be a delegate of the CEO under the terms of this Agreement
<b>Dependant</b>	unless defined elsewhere means a spouse/partner of the employee or a child or parent of the employee or a member of the employee's household who is wholly or substantially dependent upon the employee
<b>Employee</b>	a person employed by the Agency under the <i>Public Service Act 1999</i> , whether full-time or part-time, in an ongoing, non-ongoing or intermittent capacity
<b>Executive Level Employee (EL)</b>	Executive Level 1 (EL1) or Executive Level 2 (EL2) employees and their equivalent
<b>Employee representative</b>	any person whom the employee(s) nominates or elects to represent and/or act on their behalf this may include providers, support workers of employees with disability, workplace delegates and other employees

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<b>Family or Immediate Family</b>	the definition of immediate family under the <i>Fair Work Act 2009</i> and traditional kinship relationships
<b>Flextime</b>	flextime is the provision to work shorter or longer hours than your work pattern
<b>Location</b>	area within a particular region (for example, within a reasonable distance in a geographical area)
<b>Manager</b>	the person to whom you generally report on a day to day basis for work related matters, and may include a person referred to as a supervisor
<b>Mature Age</b>	refers to anyone over the age of 45, as defined by the Australian Bureau of Statistics
<b>Nearest capital city</b>	means: <ul style="list-style-type: none"><li>• where the employee is stationed in the Northern Territory - Adelaide; or</li><li>• in any other case - the capital city of the State which is the closest in distance to the employee's usual place of work</li></ul>
<b>NES</b>	National Employment Standards
<b>Non-ongoing APS employee</b>	means an employee engaged for: <ul style="list-style-type: none"><li>• a specified term (paragraph 22(2)(b) of the PS Act)</li><li>• the duration of a specified task (paragraph 22(2)(b) of the PS Act), or</li><li>• duties that are intermittent (paragraph 22(2)(c) of the PS Act)</li></ul>
<b>Ongoing APS employee</b>	a person engaged as an ongoing APS employee under Section 22(2) (a) of the <i>Public Service Act 1999</i>
<b>Ordinary or usual hours</b>	has an ordinary meaning and means the hours of duty you would normally work on that day under your work pattern

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<b>Part-time employee</b>	an employee whose hours of duty are less than 150 hours in a four week settlement period
<b>PS Act</b>	<i>Public Service Act 1999</i>
<b>Salary</b>	the relevant rate of payment at Appendix A. It is salary for all purposes, including superannuation (subject to relevant superannuation scheme rules), overtime, payment of excess flextime, severance and termination and excludes loadings and allowances. Neither participation in salary sacrifice arrangements nor purchased leave affect salary as defined
<b>Salary advancement</b>	the movement through the salary band within the salary range for a classification. These increases are counted as salary for the purposes of determining salary for superannuation purposes, in accordance with the relevant superannuation fund rules
<b>SES</b>	Senior Executive Service employee, as defined under Section 34 of the <i>Public Service Act 1999</i>
<b>Substantive</b>	your permanent classification level
<b>Work Pattern</b>	work hours that are fixed, either by agreement between you and the CEO, or in the absence of agreement 8:30am to 12:30pm and 1:30pm to 5:00pm

## Appendix A

### Salaries, classifications and job streams

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

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

#### Generalist job stream

#### APS CLASSIFICATION STRUCTURE

Classification	Old Salary	Percentage increase on commencement	Salary on commencement	12 months after commencing EA - 2.0%	24 months after commencing EA - 1.0%
APS Level 1	41,049	3.0%	42,280	43,126	43,557
APS Level 1	43,295	3.0%	44,594	45,486	45,941
APS Level 1	46,970	3.0%	48,379	49,347	49,840
APS Level 2	47,785	3.0%	49,219	50,203	50,705
APS Level 2	50,030	3.0%	51,531	52,562	53,088
APS Level 2	53,922	3.0%	55,540	56,651	57,218
APS Level 3	54,290	3.0%	55,919	57,037	57,607
APS Level 3	56,620	3.0%	58,319	59,485	60,080
APS Level 3	60,803	3.0%	62,627	63,880	64,519
APS Level 4	61,288	3.0%	63,127	64,390	65,034
APS Level 4	63,621	3.0%	65,530	66,841	67,509
APS Level 4	68,027	3.0%	70,068	71,469	72,184
APS Level 5	69,185	3.0%	71,261	72,686	73,413
APS Level 5	71,834	3.0%	73,989	75,469	76,224
APS Level 5	74,481	3.0%	76,715	78,249	79,031
APS Level 6	77,262	3.0%	79,580	81,172	81,984
APS Level 6	80,040	3.0%	82,441	84,090	84,931
APS Level 6	85,418	3.0%	87,981	89,741	90,638

Classification	Old Salary	Percentage increase on commencement	Salary on commencement	12 months after commencing EA - 2.0%	24 months after commencing EA - 1.0%
Executive Level 1	96,266	3.0%	99,154	101,137	102,148
Executive Level 1	101,454	3.0%	104,498	106,588	107,654
Executive Level 1	105,362	3.0%	108,523	110,693	111,800
Executive Level 2	113,464	3.0%	116,868	119,205	120,397
Executive Level 2	120,857	3.0%	124,483	126,973	128,243
Executive Level 2	128,819	3.0%	132,684	135,338	136,691

### Professional job stream

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

### APS PROFESSIONAL CLASSIFICATION STRUCTURE

Classification	Old Salary	Percentage increase on commencement	Salary on commencement	12 months after commencing EA - 2.0%	24 months after commencing EA - 1.0%
APS Level 4	65,957	3.0%	67,936	69,295	69,988
APS Level 5	71,834	3.0%	73,989	75,469	76,224
APS Level 6	80,040	3.0%	82,441	84,090	84,931
APS Level 6	85,418	3.0%	87,981	89,741	90,638
Executive Level 1	96,266	3.0%	99,154	101,137	102,148
Executive Level 1	101,454	3.0%	104,498	106,588	107,654
Executive Level 1	115,991	3.0%	119,471	121,860	123,079
Executive Level 2	120,977	3.0%	124,606	127,098	128,369
Executive Level 2	132,109	3.0%	136,072	138,793	140,181

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

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

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

### Legal job stream

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

### APS LEGAL CLASSIFICATION STRUCTURE

Classification	Old Salary	Percentage increase on commencement	Salary on commencement	12 months after commencing EA - 2.0%	24 months after commencing EA - 1.0%
APS Level 4	65,957	3.0%	67,936	69,295	69,988
APS Level 5	71,834	3.0%	73,989	75,469	76,224
APS Level 6	80,040	3.0%	82,441	84,090	84,931
APS Level 6	85,418	3.0%	87,981	89,741	90,638
Executive Level 1	96,266	3.0%	99,154	101,137	102,148
Executive Level 1	101,454	3.0%	104,498	106,588	107,654
Executive Level 1	115,991	3.0%	119,471	121,860	123,079
Executive Level 2	120,977	3.0%	124,606	127,098	128,369
Executive Level 2	132,109	3.0%	136,072	138,793	140,181

### Work Value/Availability Barrier

Classification	Old Salary	Percentage increase on commencement	Salary on commencement	12 months after commencing EA - 2.0%	24 months after commencing EA - 1.0%
Executive Level 2	139 507	3.0%	143 692	146 566	148 032

- A.8 You are eligible for entry to the Legal Officer Broadband if you are required to perform legal work and possesses a degree from an Australian tertiary institution or a comparable qualification and has been admitted, or is eligible for admission, as a legal practitioner of the High Court or the Supreme Court of an Australian State or Territory or the CEO decides that your skills, qualifications and experience in relation to legal work are appropriate for entry.
- A.9 APS Level 4 to APS Level 6 are broadbanded within the legal classification structure.
- A.10 Access to the Deputy Branch Manager or Special Counsel designation can only be achieved where the CEO is satisfied that there is a need to undertake high level

managerial responsibilities and/or use high level technical legal skills in the Agency legal practice and you have the skills and experience to warrant movement to that local title.

### **APS cadet programme**

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

### **APS graduate programme**

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

### **Indigenous Australian government development programme (IAGDP)**

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

### **Broadbands**

- A.15 The CEO may establish broadbands in accordance with the *Public Service Classification Rules 2000* during the life of this Agreement.
- A.16 Advancement through a broadband may only occur where:
- there is sufficient ongoing work at the higher classification;
  - you have successfully completed probation;

- c. your performance is effective and you have a current 100 day plan in place;
- d. you are able to demonstrate the skills, proficiencies, values and behaviours required to successfully perform the duties at the higher classification level; and
- e. you have not been reduced to the lower classification as the result of a sanction for a breach of the APS code of conduct in the previous 12 months.



## Appendix B

### Supported wage system

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

### Definitions

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

## Eligibility criteria

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

## Supported wage rates

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

Assessed capacity	Percentage of prescribed salary rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

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

**Assessment of capacity**

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

**Review of assessment**

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

**Other terms and conditions of employment**

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

**Trial period**

- B.10 In order for an adequate assessment of your capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- B.11 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- B.12 The minimum amount payable to you during the trial period must not be less than the minimum set by the Fair Work Commission.
- B.13 Work trials should include induction or training as appropriate to the job being trialled.

- B.14 Where you and your employer wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause B.6.

## Appendix C

### Allowances table

Allowance type	Allowance amount	Frequency of payment	Counts as salary for superannuation purposes	Included for retirement, redundancy and termination purposes	Payable during Annual, personal/carers leave and LSL
<b>Agency Liaison Officer</b>	\$20 174	Per annum, paid fortnightly	Yes	Yes	Yes
<b>Community Language Allowance</b>	<b>CLA1:</b> \$1009 - on commencement \$1029 – 12 months \$1039 – 24 months <b>CLA2:</b> \$2024 – on commencement \$2065 – 12 months \$2085 – 24 months	Per annum, paid fortnightly	Yes	Yes	Yes
<b>Extra Travel Time</b>	Single time - Mondays to Saturdays Time and a half on Sundays and public holidays. Time off in lieu of payment may be granted on an hour for hour basis.	As applicable	No	No	No
<b>Higher Duties Allowance</b>	Base salary of the higher classification – if increase less than \$1500, payment is at second pay point.	Paid fortnightly with salary	Yes	Yes	Yes
<b>Motor Vehicle Allowance</b>	As per relevant subscription service 0.63c per kilometre	As applicable	No	No	No
<b>Overtime Meal Allowance</b>	As per relevant subscription service \$28.80	As applicable with fortnightly salary	No	No	No

Allowance type	Allowance amount	Frequency of payment	Counts as salary for superannuation purposes	Included for retirement, redundancy and termination purposes	Payable during Annual, personal/carers leave and LSL
<b>Remote Locality Assistance Allowance</b>	<b>With dependents</b> A \$4004 B \$7575 C \$11 687 D \$15 474  <b>Without dependents</b> A \$3030 B \$6492 C \$7900 D \$10 605	Per annum, paid fortnightly	Yes - with exclusion of LSL	Yes	Yes - with exclusion of LSL
<b>Relocation Assistance</b>	Compulsory moves up to \$20 000 or special circumstances exist up to \$40 000. On promotion, engagement, reassignment up to \$10 000 or special circumstances up to \$20 000.	As applicable	No	No	No
<b>Relocation Incidental Allowance</b>	\$562 without dependents \$1176 with 1 dependent \$223 for each subsequent dependant school age child	One off payment	No	No	No
<b>Restriction Allowance</b>	7.5% of the hourly rate Monday to Friday 10% of the hourly rate Saturday and Sunday 15% of the hourly rate public holidays.	As applicable	No	No	No

Allowance type	Allowance amount	Frequency of payment	Counts as salary for superannuation purposes	Included for retirement, redundancy and termination purposes	Payable during Annual, personal/carers leave and LSL
<b>Travel Allowance</b>	As per relevant subscription service	As applicable	No	No	No
<b>Non-commercial accommodation</b>	\$50	Per night as applicable	No	No	No
<b>Workplace Contact Officers</b>	\$23.90 - on commencement \$24.38 - 12 months after commencement \$24.62 - 24 months after commencement	Paid fortnightly	Yes	Yes	Yes

Reimbursement Type	Reimbursement Amount	Frequency of Payment	Counts as salary for superannuation purposes	Included for retirement, redundancy and termination purposes	Payable during Annual, personal/carers leave and LSL
<b>Loss of Damage to Clothing or Personal Effect</b>	From \$20 up to \$250 (Comcover Excess)	As applicable	No	No	No
<b>Professional association support</b>	\$50	Per annum	No	No	No
<b>Professional membership reimbursement</b>	\$800	Per annum	No	No	No
<b>Tropical and Temperate Clothing</b>	\$106	As applicable per 3 years	No	No	No

NOTE: Rates are current as at 20 Apr 2016. Rates may change in accordance with relevant subscription service.

## Appendix D

### Salary Maintained Lump Sum

- D.1 If you are in receipt of a salary above the top of the paypoint for your classification following the salary increases (clause 5.1) you will be eligible for a lump sum payment.
- D.2 The amount payable will be determined by your classification level and is set out in the table below.
- D.3 The lump sum amount payable has been calculated based on:
- 1% of the top of the classification level on commencement;
  - 0.75% 12 months after commencement; and
  - 0.5% 24 months after commencement.
- D.4 These payments (clause 5.15) will not count as salary for any purpose.

### Generalist Job Stream

APS classification	On commencement of EA – 1.0%	12 months after commencing EA – 0.75%	24 months after commencing EA – 0.50%
APS Level 1	469.70	362.85	246.74
APS Level 2	539.22	416.55	283.26
APS Level 3	608.03	469.71	319.41
APS Level 4	680.27	525.51	357.35
APS Level 5	744.81	575.37	391.26
APS Level 6	854.18	659.86	448.71
Executive Level 1	1053.62	813.93	553.47
Executive Level 2	1288.19	995.13	676.69

### APS Professional Classification

APS classification	On commencement of EA – 1.0%	12 months after commencing EA – 0.75%	24 months after commencing EA – 0.50%
APS Level 4	659.57	509.52	346.48
APS Level 5	718.34	554.93	377.35
APS Level 6	854.18	659.86	448.71
Executive Level 1	1159.91	896.04	609.31
Executive Level 2	1321.09	1020.54	693.97



**APS Legal Classification**

<b>APS classification</b>	<b>On commencement of EA – 1.0%</b>	<b>12 months after commencing EA – 0.75%</b>	<b>24 months after commencing EA – 0.50%</b>
APS Level 4	659.57	509.52	346.48
APS Level 5	718.34	554.92	377.35
APS Level 6	854.18	659.86	448.71
Executive Level 1	1159.91	896.03	609.30
Executive Level 2	1321.09	1020.54	693.97

**Work value/Availability barrier**

<b>APS classification</b>	<b>On commencement of EA – 1.0%</b>	<b>12 months after commencing EA – 0.75%</b>	<b>24 months after commencing EA – 0.50%</b>
Executive Level 2	1395.07	1077.70	732.84