



NATIONAL FILM
AND SOUND ARCHIVE
OF AUSTRALIA

2024-2027

Enterprise Agreement

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SECTION 1

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TITLE

1. This agreement will be known as the *National Film and Sound Archive of Australia, Enterprise Agreement 2024 to 2027*.

PARTIES TO THE AGREEMENT

2. The agreement covers:
 - 2.1 the Chief Executive Officer, for and on behalf of the Commonwealth of Australia as the employer.
 - 2.2 all employees in the National Film and Sound Archive of Australia employed under the *Public Service Act 1999 (PS Act)* other than:
 - 2.2.1 Senior Executive Service employees or equivalent.
 - 2.3 subject to notice being given in accordance with section 183 of the *Fair Work Act 2009 (FW Act)*, and the following employee organisation/s which were a bargaining representative for this agreement:
 - 2.3.1 CPSU.

OPERATION OF THE AGREEMENT

3. This agreement will commence operation:
 - 3.1 seven days after approval by the Fair Work Commission.
4. This agreement will nominally expire on 28 February 2027.

DELEGATIONS

5. The CEO may delegate to or authorise any person to perform any or all of the CEO powers or functions under this agreement, including the power of delegation, and may do so subject to conditions.

SECTION 1

NATIONAL EMPLOYMENT STANDARDS (NES) PRECEDENCE

6. The terms of this agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this agreement is detrimental to an employee of the NFSA in any respect when compared with the NES.

CLOSED COMPREHENSIVE AGREEMENT

7. This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.
8. This agreement will be supported by policies and guidelines, as implemented and varied from time to time.
9. Policies and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this agreement, the terms of this agreement will prevail.

INDIVIDUAL FLEXIBILITY ARRANGEMENTS

10. The NFSA and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - 10.1 the agreement deals with one or more of the following matters:
 - 10.1.1 arrangements about when work is performed;
 - 10.1.2 overtime rates;
 - 10.1.3 penalty rates;
 - 10.1.4 allowances;
 - 10.1.5 remuneration; and
 - 10.1.6 leave and leave loading; and
 - 10.2 the arrangement meets the genuine needs of the NFSA and employee in relation to one or more of the mentioned in clause 10.1; and
 - 10.3 the arrangement is genuinely agreed to by the NFSA and employee.

SECTION 1

11. The agency must ensure that the terms of the individual flexibility arrangement:
 - 11.1 are about permitted matters under section 172 of the FW Act.
 - 11.2 are not unlawful terms under section 194 of the FW Act; and
 - 11.3 result in the employee being better off overall than the employee would be if no arrangement was made.
12. The NFSA must ensure that the individual flexibility arrangement:
 - 12.1 is in writing.
 - 12.2 includes the name of the NFSA and employee.
 - 12.3 is signed by the NFSA and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - 12.4 includes details of:
 - 12.4.1 the terms of the enterprise agreement that will be varied by the arrangement;
 - 12.4.2 how the arrangement will vary the effect of the terms;
 - 12.4.3 how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - 12.4.4 states the day on which the arrangement commences.
13. The NFSA must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
14. The NFSA or employee may terminate the individual flexibility arrangement:
 - 14.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 14.2 if the NFSA and employee agree in writing – at any time.
15. The NFSA and employee are to review the individual flexibility arrangement at least every 12 months.

SECTION 1

DEFINITIONS

16. The following definitions apply to this agreement:

APS agency means an agency whose employees are employed under the PS Act, including an agency as defined in section 7 of the PS Act whose employees are employed under that Act.

APS consultative committee means the committee established by the APS Commissioner to consider matters pertaining to the (APS) employment relationship and of interest to the APS as a whole.

Agency Head means the Chief Executive Officer of National Film and Sound Archive of Australia or the Chief Executive Officer's delegate.

Agreement means the *National film and Sound Archive of Australia Enterprise Agreement 2024-2027*.

APS means the Australian Public Service.

Australian Defence Force Cadets means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

Bandwidth means the span of hours during which an employee can perform ordinary hours.

Broadband refers to the allocation of more than one approved classification by the Chief Executive Officer to a group of duties involving work value applying to more than one classification under sub-rule 9(4) of the *Public Service Classification Rules 2000*. A broadband encompasses the full range of work value of the classifications contained within it.

Casual employee (irregular or intermittent employee) means an employee engaged under section 22(2)(c) of the PS Act who:

- a. is a casual employee as defined by the FW Act; and
- b. works on an irregular or intermittent basis.

Classification or classification level means the approved classifications as set out in rule 5 of the *Public Service Classification Rules 2000*.

Child means a biological child, adopted child, foster child, stepchild, or ward.

De facto partner means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee.

Delegate means someone to whom a power or function has been delegated.

SECTION 1

Dependant means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.

Employee means an employee of the Commonwealth engaged under section 22(2) of the PS Act who is covered by this agreement (whether full time, part time or casual, ongoing or non-ongoing).

Employee representative means a person (whether an employee or not) elected or chosen by an employee or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this agreement.

Family means:

- a. a spouse, former spouse, de facto partner or former de facto partner of the employee;
- b. a child, parent, grandparent, grandchild, or sibling of the employee;
- c. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;
- d. a member of the employee's household; or
- e. a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.

Family and domestic violence has the same meaning as in section 106B (2) of the FW Act.

Full time employee means an employee employed to work an average of 35 hours and 30 minutes per week in accordance with this agreement.

FW Act means the *Fair Work Act 2009* as amended from time to time.

Manager means an employee's direct manager who is usually the person to whom an employee reports to on a day-to-day basis for work related matters and may include a person referred to as a supervisor.

ML Act means the *Maternity Leave (Commonwealth Employees) Act 1973* as amended from time to time and any successor legislation.

Non-ongoing employee means an employee engaged under section 22(2)(b) of the PS Act for a specified term of for the duration of a specified task, and consistent with the FW Act.

NES means the National Employment Standards at Part 2-2 of the FW Act.

Ongoing employee means an employee engaged under section 22(2)(a) of the PS Act.

SECTION 1

Ordinary hours, duty or work means an employee's usual hours worked in accordance with this agreement and does not include additional hours.

Parliamentary service means employment under the *Parliamentary Service Act 1999*.

Partner means a spouse (or former spouse) or de facto partner (or former de facto partner).

Part-time employee means an employee employed to work less than an average of 36 hours and 45 minutes per week in accordance with this agreement.

Primary caregiver means a pregnant employee with an entitlement under the ML Act, or an employee other than a casual employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.

PS Act means the *Public Service Act 1999* as amended from time to time.

Relevant employee means an affected employee.

Secondary caregiver means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per this agreement.

SECTION 2

Remuneration

SALARY

17. Salary rates will be as set out in Attachment A – Base salaries of this agreement.
18. The base salary rates in Attachment A – Base Salaries include the following increases:
 - 18.1 4.0 per cent from the first full pay period on or after 1 March 2024 (the 14 March 2024);
 - 18.2 3.8 per cent from the first full pay period on or after 1 March 2025 (the 13 March 2025); and
 - 18.3 3.4 per cent from the first full pay period on or after 1 March 2026 (the 12 March 2026).
19. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the base salary rates in Attachment A- Base Salaries were calculated based on base salary rates as at 31 August 2023.

PAYMENT OF SALARY

20. Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the employee's choice, based on their annual salary using the following formula:

$$\text{Fortnightly salary} = (\text{Annual salary} \times 12) / 313$$

Note: This formula is designed to achieve a consistent fortnightly pay rate without significant variability year-to-year. It reflects that the calendar year is not neatly divisible into 26 fortnightly periods. There are 313 fortnightly pay cycles within a 12-year period.

SALARY SETTING

21. Where an employee is engaged, moves to or is promoted in the agency, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the CEO determines a higher salary within the relevant salary range under these salary setting clauses.
22. The CEO may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
23. In determining a salary under these provisions, the CEO will have regard to relevant factors including the employee's experience, qualifications, and skills.

SECTION 2

24. Where an employee commences ongoing employment in the NFSA immediately following a period of non-ongoing employment in the NFSA, the CEO will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the NFSA.
25. Where an employee commences ongoing employment in the NFSA immediately following a period of casual employment in the NFSA, the CEO will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the NFSA.
26. Where an APS employee moves to the NFSA at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the CEO will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
27. Where the CEO determines that an employee's salary has been incorrectly set, the CEO may determine the correct salary and the date of effect.

ANNUAL PAY POINT ADVANCEMENT

28. All employees (excluding casuals) are eligible to advance to the next highest pay point for their substantive and acting higher classification from the first full pay period in August each year if the conditions for advancement in clause 29 have been met.
29. An employee is eligible to receive a salary advancement to the next highest pay point if:
 - 29.1 An employee is not currently at the maximum pay point;
 - 29.2 An employee has performed at least 6 months of aggregate service at their current classification and;
 - 29.3 they meet the requirements of the position including achieving a PMDP rating of 'Meets Expectations' or higher for the relevant performance period;
30. Eligible service for salary progression will include:
 - 30.1 Periods of paid leave and unpaid parental leave;
 - 30.2 Periods of unpaid leave that count as service; and
 - 30.3 Service while employed on a non-ongoing basis.
31. During a period of unpaid parental leave employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.
32. Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.

SECTION 2

- 33. Salary progression while acting at a higher classification, will be retained for future acting duties at, or promotion to, that classification regardless of elapsed time.
- 34. Where the condition clause 29.3 is not met, the employee will not receive salary advancement until their performance has been assessed as 'Meets Expectations'. Further information is available in the NFSA Performance Management and Development Policy.
- 35. Salary advancement will take effect from the first full pay period in August each year.

REDUCTION IN SALARY

- 36. An employee's classification may be reduced at the employee's request or in accordance with the circumstances provided for in *section.23 of the PS Act*.
- 37. If an employee requests in writing or is directed to perform work at a lower classification level temporarily, or permanently, the Delegate will determine the employee's salary rate at the lower classification level in accordance with Attachment A – Base salaries.
- 38. The determination will reflect the employee's experience, qualifications and skills and the circumstances under which the reduction occurred.

SUPERANNUATION

- 39. The NFSA will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 40. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
- 41. The NFSA will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the NFSA's payroll system.

METHOD FOR CALCULATING SUPER SALARY

- 42. The NFSA will provide an employer contribution of 15.4 per cent of the employee's Fortnightly Contribution Salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and for employees in other accumulation superannuation funds.
- 43. Employer contributions will be made for all employees covered by this agreement. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
- 44. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

SECTION 2

PAYMENT DURING UNPAID PARENTAL LEAVE

45. Employer contributions will be paid on periods of unpaid parental leave in accordance with the requirements of the PSSap fund where the employee is a member of the PSSap, and up to a maximum of 52 weeks where the employee is a member of an accumulation fund other than PSSap.

OVERPAYMENTS

46. An overpayment occurs if the NFSA provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
47. Where the CEO considers that an overpayment has occurred, the CEO will provide the employee with notice in writing. The notice will provide details of the overpayment.
48. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the CEO in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
49. If after considering the employee's response (if any), the CEO confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.
50. The CEO and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
51. The NFSA and employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment.
52. Interest will not be charged on overpayments.
53. Nothing in clause 46 to 52 prevents:
 - 53.1 the NFSA from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
 - 53.2 the NFSA from pursuing recovery of the debt through other available legal avenues; or
 - 53.3 the employee or the NFSA from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

SECTION 2

SUPPORTED WAGE SYSTEM

- 54. An employee can get a percentage of the relevant pay rate in line with their assessed capacity to do the work if they:
 - 54.1 have a disability.
 - 54.2 meet the criteria for a Disability Support Pension; and
 - 54.3 are unable to perform duties to the capacity required.
- 55. Specific conditions relating to the supported wage system are detailed in Attachment B – Supported Wage System

SALARY PACKAGING

- 56. Employees may be eligible to elect to salary package up to 100 per cent of their annual salary for non-monetary benefits. The Salary Packaging Procedures provides details on how salary packaging is to be administered.
- 57. Employees must pay fringe benefits tax and administrative costs incurred because of the election.
- 58. Salary packaging will not reduce salary for superannuation purposes, or any other purpose covered by this Agreement.

SECTION 3

Allowances and reimbursements

HIGHER DUTIES ALLOWANCE

59. Where a role needs to be filled for 2 or more working weeks or 6 consecutive working days (Inclusive of public holidays), higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
60. Higher duties allowance will be equal to the difference between the employees' current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the CEO.
61. Where an employee is found to be eligible for salary progression at their acting classification level they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
62. Where an employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.
63. Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job-sharing arrangement where the duration of the arrangement is at least 2 working weeks.
64. The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.

ALLOWANCES

WORKPLACE RESPONSIBILITY ALLOWANCES

65. A workplace responsibility allowance will be paid where an agency has appointed or elected an employee to one of the following roles:
 - 65.1 First Aid Officer;
 - 65.2 Health and Safety Representative;
 - 65.3 Emergency Warden;
 - 65.4 Harassment Contact Officer; and
 - 65.5 Mental Health First Aid Officer

SECTION 3

66. An employee is not to receive more than one workplace responsibility allowance unless approved by the Agency Head due to operational requirements.
67. The rate will be:

RATE FROM COMMENCEMENT OF THE AGREEMENT	RATE FROM 13 MARCH 2025	RATE FROM 12 MARCH 2026
\$30.51 per fortnight	\$31.67 per fortnight	\$32.75 per fortnight

68. As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the minimum rates above.
69. The full allowance is payable regardless of flexible work and part-time arrangements.
70. An employee's physical availability to undertake the role will be considered by agencies when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental First Aid Officers and Health and Safety Representatives depending on work group arrangements.
71. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount, as varied from time to time provided, they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.

COMMUNITY LANGUAGE ALLOWANCE

72. A community language allowance will be paid where the CEO determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the employee meets the required level of competency set by the CEO. Further information is included in policy.

SECTION 3

73. The allowance is paid in accordance with the employee's level of competency:

Table 1: Community language allowance rates

RATE	STANDARD	RATE FROM COMMENCEMENT OF AGREEMENT	RATE FROM 13 MARCH 2025	RATE FROM 12 MARCH 2026
1	An employee who has adequate language skills, as determined by an individual or body approved by the CEO, for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the CEO.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

74. The allowance is calculated annually and paid fortnightly.
75. The full allowance is payable regardless of flexible work and part-time arrangements.
76. The allowance is payable during periods of paid leave.
77. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

MOTOR VEHICLE ALLOWANCE

78. Where prior approval has been given for an employee to use a private motor vehicle for official purposes, the employee will be paid an allowance per kilometre based on official rates from the Australian Taxation Office. For further information on travel please see the Travel policy.
79. The employee is responsible for ensuring that:
- 79.1 the private motor vehicle is registered, insured and roadworthy; and
 - 79.2 the employee is licenced to drive that motor vehicle.

SECTION 3

TOXIC CHEMICAL HANDLING ALLOWANCE

- 80. An employee required to wear specific Personal Protective Equipment (PPE) while handling chemicals in the Australian Dangerous Goods Classes of 8 Corrosives and 6 Poisonous (Toxic) as part of their regular duties will be paid a Toxic Chemical Handling Allowance of \$24.38 per fortnight or pro-rata for part time employees.
- 81. This allowance will cease should the employee:
 - 81.1 no longer perform the functions of the role; or
 - 81.2 be on any period of leave for more than 30 Calendar days (unless required by legislation).
- 82. This allowance will not count as salary for any purpose (unless required by legislation)

SECTION 4

Classifications and Broadbands

CLASSIFICATION STRUCTURE

83. The classification structure, under the Agreement will consist of the following:
- 83.1 EL 2
 - 83.2 EL 1
 - 83.3 APS 5/6 Broadband (covering APS 5 and APS 6 classification levels)
 - 83.4 APS 3/4 Broadband (covering APS 3 and APS 4 classification levels)
 - 83.5 APS 1/2 Broadband (covering APS 1 and APS 2 classification levels)
 - 83.6 Graduate Broadband APS 3- 5 (covering APS 3, APS 4 and APS 5 classification levels)
 - 83.7 Trainee Broadband APS 1- 2 (covering APS 1 and APS 2 classifications)

GRADUATES

84. Upon commencement, the CEO will determine a salary point within the APS Level 3 classification to apply to the Graduates during their course of training. Upon successful completion of the training, the employee will be advanced to the minimum salary point in the APS Level 4 classification subject requirements of clause 9291.
85. An Employee engaged as a Graduate will undertake any required studies.

NFSA TRAINEE

86. An employee engaged as a Trainee to undertake an approved training program will commence at the APS Level 1 Classification while undertaking the traineeship or program.
87. On successful completion of the traineeship or program, a Trainee will be advanced to the minimum salary point in the APS 2 classification unless otherwise determine by the CEO.
88. Arrangements for the Trainee Broadband are set out in Attachment A.

SECTION 4

BROADBANDING

- 89. Broadbanding arrangements apply only to ongoing employees as per clause 83.
- 90. Where an employee is assigned duties within a broadband, the employee retains the approved single classification within that broadband which reflects the work value of the duties being performed.
- 91. Advancement within a broadband from one classification within a broadband to a higher classification within the same broadband is subject to:
 - 91.1 there being sufficient ongoing work required to be performed at the higher classification within the broadband; and
 - 91.2 the employee having received an end of performance cycle rating of at least “meets expectations” in the most recent performance cycle.
 - 91.3 the employee has gained the necessary skills and proficiencies to perform duties in accordance with the work level standards for that the higher classification.
- 92. Where more than one employee satisfies the requirements of clause 91 but there is insufficient ongoing work available for all such employees, the relevant Delegate will conduct an internal review to determine advancement. Both the process and determination will be subject to approval by the Delegate.

WORK LEVEL STANDARDS

- 93. The APS Work Level Standards continue to operate and describe the work at each of the classification levels in this agreement, consistent with the Public Service Classification Rules 2000, made in accordance with section 23 of the PS Act.

SECTION 5

Working hours and arrangements

EMPLOYMENT TYPES

- 94. Ongoing employee means an employee engaged under *section 22(2)(a)* of the PS Act.
- 95. Non-ongoing employee means an employee engaged under *section 22(2)(b)* of the PS Act for a specified term or for the duration of a specified task, and consistent with FW Act.
- 96. Irregular or intermittent (casual) employee is an employee engaged under *section 22(2)* of the PS Act who:
 - 96.1 is a casual employee as defined by the *Fair Work Act 2009*; and
 - 96.2 works on an irregular or intermittent basis.

PART-TIME WORK

- 97. Full-time employee is an employee employed to work an average of NFSA's standard working hours: 36 hours and 45 minutes per week accordance with this agreement.
- 98. Part-time employee means an employee whose ordinary hours are less than 36 hours and 45 minutes per week in accordance with this agreement.

JOB SECURITY

COMMITMENT TO ONGOING EMPLOYMENT AND REBUILDING APS CAPACITY

- 99. The APS is a career-based public service. In its engagement decisions, the NFSA recognises that the usual basis for engagement is an ongoing APS employee.

REPORTING

- 100. Where a consultative committee is in place, the NFSA will report to the NFSA consultative committee on an annual basis, or more frequently if agreed, on the number, duration, classification and location of ongoing, non-ongoing and casual employees engaged by the NFSA.

PATHWAYS TO PERMANENCY

- 101. The NFSA and the APS will comply with the casual conversion provision(s) of the FW Act. In addition, the NFSA recognises that a proactive approach, including regularly reviewing casual and non-ongoing arrangements, is both a fair and efficient approach to supporting ongoing employment as the usual form of employment.

SECTION 5

CASUAL (IRREGULAR OR INTERMITTENT) EMPLOYMENT

- 102. A casual (irregular or intermittent) employee is defined in the definitions section.
- 103. A decision to expand the use of casual employees is subject to Section 10: Consultation, representation and dispute resolution of this agreement.
- 104. The NFSA will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
- 105. Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
- 106. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.
- 107. A casual employee will be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
- 108. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.
- 109. A Casual Employee who is rostered for 5 hours or more is required to take an unpaid 30-minute break after each 5-hour period worked by the employee.
- 110. Casual Employees are eligible for the penalty rates as set out in Attachment C – Overtime and Casual penalty rates

NON-ONGOING EMPLOYMENT

- 111. A non-ongoing employee is defined in the definitions section.
- 112. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
 - 112.1 personal/carer's leave accrual at Clause 228
 - 112.2 redundancy provisions at **Redeployment, retraining, redundancy** subject to clause 114
- 113. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at will apply.
- 114. If the redundancy provisions apply to an employee under clause 113, the agency must adhere to the consultation requirements in the redeployment, retraining and redundancy section at clause 445.

SECTION 5

WORKING HOURS

115. Hours of work for a full-time employee is 36.75 hours per week. This equates to a standard day of 7 hours and 21 minutes (within the bandwidth) with the employee's ordinary hours of work averaged over the fortnight period of 73.5 hours.
116. The span of hours (bandwidth) during which an employee may work their ordinary hours is 7.00am to 7.00pm Monday to Friday.
117. Any hours worked as part of an employee's normal pattern of hours will be treated as ordinary hours and will not attract overtime rates.
118. An employee's ordinary hours are those hours and time, within the agreed bandwidth, that the employee works on a regular basis, as agreed by the employee's manager.
119. An employee at or below the APS6 level or equivalent must record his or her attendance on the NFSA's electronic timekeeping system.
120. Employees will not normally be required to work for more than ten (10) hours on any one day or work more than five (5) consecutive hours without taking an unpaid break of at least 30 minutes.
121. Standard hours are 7 hours and 21 minutes from 8.30am to 12.30pm and 1.30pm to 4.51pm Monday to Friday.
122. Where agreement cannot be reached on a regular pattern of hours, or an employee's attendance is unsatisfactory, the delegate may require the employee to work standard hours, this does not reduce an employee's entitlement to request flexible work under the NES.

FLEX FOR APS 1-6 CLASSIFICATIONS

123. Employees at or below the APS6 level or equivalent, including part-time employees can access flex. When an employee works more than their ordinary hours within their agreed bandwidth, they will accumulate a flex credit, and when an employee works less than their standard hours within their agreed bandwidth, they will incur a flex debit.
124. Flex will be credited or debited on a one-for-one basis (i.e. one (1) hour worked in addition to the employee's ordinary hours will result in one (1) hour of flex credit).
125. An employee may carry a maximum of 36.75 hours flex credit or 10 hours flex debit into the next settlement period; a settlement period is a four (4) week period.
126. Where at the end of a settlement period:
 - 126.1 an employee has flex credits in excess of 36.75 hours; and

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- 126.2 the Delegate certifies that for operational reasons the employee has not had, or will not have in the following settlement period, the opportunity to avail themselves of all or part of the leave, he or she may authorise the employee to carry over additional flex credits up to 36.75 hours into the next settlement period and permit the employee to take additional flex leave in that period. An employee will have 4 weeks following the authorisation from the manager to carry over any excess deficit or credit to reduce their accrued deficit or credit to the appropriate limit.
127. At the end of any settlement period, and where the flex debit is greater than 10 hours, then the amount exceeding 10 hours will be treated as leave without pay and an appropriate salary deduction will be made at the end of the settlement period.
128. An employee with a flex credit who ceases employment with the NFSA may seek approval from the Delegate to cash out up to the maximum flex credits of 36.75 hours. Payment will be made at their ordinary base salary rate.
129. The NFSA may recover any outstanding flex debits (calculated based on the employee's ordinary base salary rate) from any salary amounts otherwise payable to the employee under this Agreement.
130. Delegate may direct an employee to work the standard hours as per clause 121 on reasonable grounds set out clause 187 if:
- 130.1 the Delegate reasonably considers the employee's attendance is unsatisfactory or the employee is misusing the flex time arrangements.
- 130.2 the Delegate has provided the employee with a written notice of the Delegate's reason(s) for requiring an employee to work standard hours.
- 130.3 the employee has been given a period of 5 days to provide response to the direction as per clause 187.
131. Access to flexible working arrangements will be restored where the Delegate is satisfied that the employee's attendance is satisfactory.
132. Flex time will accumulate during periods of official domestic travel. Travel outside the bandwidth will be recorded as flex time equal to the actual hours involved.
133. An employee who is entitled to be paid overtime may elect to reduce his or her flex time debits in lieu of receiving payment for overtime hours worked. Flex time debits will be reduced by the number of overtime hours work multiplied by the applicable overtime rate. For example, where an employee is entitled to be paid time and one half for overtime hours worked, the actual overtime hours worked will be multiplied by 1.5 for the purposes of reducing the employee's flex time debits.

EXECUTIVE LEVEL TIME OFF IN LIEU (EL TOIL)

134. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.

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- 135. EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the NFSA.
- 136. A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.
- 137. The working arrangements for an EL employee should be agreed through discussion between the manager and the EL employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.
- 138. An EL employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL employee and their manager.
- 139. The pattern of hours is to be flexible enough to accommodate short term peaks and troughs in workload and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
- 140. Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

OVERTIME AND RESTRICTION

- 141. An APS 1-6 level employee, including a part-time employee, who is required at the request of the Delegate, to undertake duties beyond their ordinary hours at clause 118 will be eligible to receive an overtime payment, in accordance with clause 142 for:
 - 141.1 any hours worked in excess of their ordinary hours that fall outside their agreed normal pattern; or
 - 141.2 any hours performed on a weekend (Saturday or Sunday), subject to clause 142.2; or
 - 141.3 any hours performed on a public holiday.
- 142. Overtime will be paid on the following basis:
 - 142.1 Monday to Saturday – time and a half for the first 3 hours each day and double time thereafter;
 - 142.2 Sunday – double time;
 - 142.3 Public Holidays that fall on a Monday to Friday: Single time for overtime worked within the employee's normal pattern of hours for a weekday and double time for any hours worked in excess of the standard hours or agreed bandwidth; and
 - 142.4 Public Holidays that fall on a Saturday or Sunday: double time.
- 143. Where overtime duty is not continuous with ordinary duty, the minimum payment for each separate attendance will be three hours at the applicable overtime rate.

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- 144. An employee who performs overtime while in receipt of a restriction allowance will be entitled to the minimum overtime payment specified in those provisions.
- 145. An employee is not to receive greater payments from multiple periods of overtime than what the employee would have received had they remained on duty for the entire period.
- 146. Meal periods are disregarded in determining whether overtime is continuous with ordinary duty.
- 147. Where an overtime attendance involves duty both before and after midnight, and different overtime rates apply on the different days, the minimum payment of 3 hours will be calculated at the higher rate.
- 148. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - 148.1 any risk to employee health and safety;
 - 148.2 any additional hours the employee has already worked;
 - 148.3 the employee's personal circumstances including any family responsibilities.
 - 148.4 the needs of the workplace;
 - 148.5 the notice (if any) given by the employer of the overtime;
 - 148.6 the notice (if any) given by the employee of their intention to refuse overtime.
- 149. Time off in lieu (TOIL) of payment for overtime may be granted if agreed with the employee.
- 150. The period of TOIL will be calculated by multiplying the number of overtime hours worked by the applicable overtime rate.
- 151. A mixture of payment and TOIL for overtime hours worked may be granted to the employee.
- 152. Where TOIL is not taken within four weeks or another agreed period, due to operational requirements, payment of the original entitlement will be made.

OVERTIME MEAL ALLOWANCE

- 153. For the purpose of this clause, a meal allowance period will mean:
 - 153.1 7.00 am to 9.00 am
 - 153.2 12 noon to 2.00 pm;
 - 153.3 6.00 pm to 7.00 pm;
 - 153.4 midnight to 1.00 am

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154. An APS 1-6 classification level employee who works approved overtime will be paid a meal allowance provided that:
- 154.1 the overtime is for a continuous period of at least two hours and includes a meal allowance period of 30 minutes or more;
 - 154.2 the overtime is for a period of at least two hours, and during that period the employee breaks for a meal and is not paid for that break; or
 - 154.3 the overtime is for a continuous period of five hours.
155. The rate of the allowance will be the amount published from time to time by the Australian Taxation Commissioner in the Commissioner's ruling on reasonable travel and meal allowance expense amounts

REST RELIEF AFTER OVERTIME

156. An employee is entitled to a break of at least eight consecutive hours, plus reasonable travelling time, between finishing work on one day and commencing on the next day, with no loss of ordinary pay.
157. An employee required to resume or continue work without having had eight consecutive hours off duty plus reasonable travelling time, will be paid double ordinary time rates (for time worked) until the employee has had such time off.
158. The requirement for rest relief does not apply to Emergency Duty unless the time worked, excluding travelling time, is at least three hours on each call.

EMERGENCY DUTY

159. An employee is on 'Emergency Duty' when they are required to perform duty for an emergency and:
- 159.1 they were not given notice of having to perform the duty prior to ceasing their regular hours of work; and
 - 159.2 the duty is outside of their ordinary hours.
160. Where an employee is required to perform Emergency Duty:
- 160.1 they will be paid at the rate of double time,
 - 160.2 the minimum payment will be three hours; and
 - 160.3 the period of Emergency Duty will include the time the employee necessarily spends in travelling to and from duty.

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RESTRICTION ALLOWANCE (PREVIOUSLY ON CALL)

161. An employee may be directed to be contactable and to be available to perform extra duty outside of ordinary hours of duty (bandwidth).
162. Payment for on-call allowance will only be made where there is a prior direction in writing by the Delegate for the on-call allowance and the employee acts in accordance with that direction.
163. An employee in an on-call situation will be paid an allowance of \$4.37 per hour for each hour they are required to be on-call.
164. Any period for which the employee is entitled to some other penalty payment is not to be included in the period for calculating on-call allowance payments.
165. No payment is to be made for any period that the employee was not contactable or available to commence duty as directed.
166. Subject to clause 165, on-call employee required to perform duty, but not recalled to work, will be paid overtime subject to a one-hour minimum payment.
167. Subject to clause 165, on-call employee recalled to work, will be paid overtime subject to a two-hour minimum payment. The period of overtime will include the time taken to travel to and from the place required to perform the work.
168. Emergency Duty provisions will not apply if an employee is recalled to duty while on-call.
169. An employee on-call is not to receive greater payments from multiple periods of duty than what the employee would have received had they remained on duty for the entire period.
170. If an Executive Level employee is recalled to work, they will receive access to TOIL

FLEXIBLE WORKING ARRANGEMENTS

171. The NFSA, employees and their union recognise:
 - 171.1 the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
 - 171.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS;

SECTION 5

- 171.3 access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
 - 171.4 that flexibility applies to all roles in the NFSA, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
 - 171.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
172. The NFSA is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the NFSA at all levels. This may include developing and implementing strategies through an NFSA consultative committee.
173. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

REQUESTING FORMAL FLEXIBLE WORKING ARRANGEMENTS

174. The following provisions do not diminish an employee's entitlement under the NES.
175. An employee may make a request for a formal flexible working arrangement.
176. The request must:
- 176.1 be in writing;
 - 176.2 set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - 176.3 set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
177. The CEO must provide a written response to a request within 21 days of receiving the request.
178. The response must:
- 178.1 state that the CEO approves the request and provide the relevant detail in clause 176.2; or
 - 178.2 if following discussion between the NFSA and the employee, the agency and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
 - 178.3 state that the CEO refuses the request and include the following matters:
 - 178.3.1 details of the reasons for the refusal; and

SECTION 5

- 178.3.2 set out the agency's particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - 178.3.3 either:
 - 178.3.3.1 set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make; or
 - 178.3.3.2 state that there are no such changes; and
 - 178.3.4 state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in section 65B and 65C of the FW Act.
179. Where the CEO approves the request, this will form an arrangement between the agency and the employee. Each arrangement must be in writing and set out:
- 179.1 any security and work health and safety requirements;
 - 179.2 a review date (subject to clause 183); and
 - 179.3 the cost of establishment (if any).
180. The CEO may refuse to approve the request only if:
- 180.1 the NFSA has discussed the request with the employee; and
 - 180.2 the NFSA has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
 - 180.3 the NFSA and the employee have not reached such an agreement; and
 - 180.4 the NFSA has had regard to the consequences of the refusal for the employee; and
 - 180.5 the refusal is on reasonable business grounds.
181. Reasonable business grounds include, but are not limited to:
- 181.1 the new working arrangements requested would be too costly for the NFSA;
 - 181.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;

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- 181.3 it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
 - 181.4 the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
 - 181.5 the new working arrangements requested would be likely to have a significant negative impact on customer service; and
 - 181.6 it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
182. For First Nations employees, the NFSA must consider connection to country and cultural obligation in responding to requests for altering the location of work.
183. Approved flexible working arrangements will be reviewed by the NFSA and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

VARYING, PAUSING OR TERMINATING FLEXIBLE WORKING ARRANGEMENTS

184. An employee may request to vary an approved flexible working arrangement in accordance with clause 176. An employee may request to pause or terminate an approved flexible working arrangement.
185. The CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 186
186. The NFSA must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
187. Prior to the CEO varying, pausing or terminating the arrangement under clause 185, the NFSA must have:
- 187.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee.
 - 187.2 genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
 - 187.3 had regard to the consequences of the variation, pause or termination for the employee.
 - 187.4 ensured the variation, pause or termination is on reasonable business grounds; and
 - 187.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 178.3.

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WORKING FROM HOME

- 188. The NFSA will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
- 189. The NFSA may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
- 190. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
- 191. The NFSA will provide employees with guidance on working from home safely.
- 192. Employees will not be required by the NFSA to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the NFSA will consider the circumstances of the employees and options to achieve work outcomes safely.

AD-HOC ARRANGEMENTS

- 193. Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.
- 194. Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 195. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 174 to 183.
- 196. The NFSA should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.
- 197. Where a regular pattern of requests for ad-hoc arrangement from an employee emerges, the NFSA should consider whether it is appropriate to seek to formalise the arrangement with the employee.

ALTERING SPAN OF HOURS

- 198. An employee may request to work an alternative regular span of hours (bandwidth hours). If approved by the CEO, hours worked on this basis will be treated as regular working hours and will not attract overtime payments. The NFSA will not request or require that any employee alter their regular span of hours (bandwidth hours) under these provisions.

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PART-TIME WORK

- 199. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
- 200. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.

CHRISTMAS CLOSEDOWN

- 201. NFSA ceases normal operations from the close of business on the last working day before Christmas Day, recommencing on the first working day after New Year's Day.
- 202. Employees will be provided with time off for the ordinary working days between Christmas Day and New Year's Day (without deduction of annual leave) and will be paid in accordance with their ordinary hours of work.
- 203. An APS level 1-6 employee who is required to work on an ordinary working day between Christmas Day and New Year's Day will receive payment at the applicable public holiday overtime rate for all hours worked on that day. An Executive Level employee will receive an equivalent period of time off in lieu.
- 204. A casual employee required to work between Christmas Day and New Year's Day will be entitled to these paid days as if they were public holidays.

PUBLIC HOLIDAYS

- 205. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
 - 205.1 1 January (New Year's Day);
 - 205.2 26 January (Australia Day);
 - 205.3 Good Friday and the following Monday;
 - 205.4 25 April (ANZAC Day);
 - 205.5 the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - 205.6 25 December (Christmas Day);
 - 205.7 26 December (Boxing Day); and
 - 205.8 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 2009* from counting as a public holiday.

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206. If a public holiday falls on a Saturday or Sunday, and 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.
207. The CEO and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
208. The CEO and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
209. Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
210. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is at half pay.)
211. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 205.1 to 205.8.
212. An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
213. Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the CEO may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

SECTION 6

Leave

ANNUAL LEAVE

- 214. Employees (other than casual employees) are entitled to 4 weeks (20 days) paid annual leave per year of service,
 - 214.1 accrues daily,
 - 214.2 accrues on a pro-rata basis for part time employees.
- 215. Annual leave may be taken at half pay. However, unless approved by the CEO (or delegate), it may not be taken at half pay where the employee has an excessive leave balance.
- 216. Where annual leave is cancelled or the employee is recalled to duty, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.
- 217. Employees will receive payment in lieu of any undertaken annual leave upon separation from the APS.
- 218. An employee with an accrued annual leave credit of 40 days or less (pro-rata for part-time employees) may take some or all their annual leave at half pay.
- 219. If annual leave is taken at half pay, the deduction from the employee's annual leave credits will be half the period of leave taken.
- 220. Where an employee has accrued 40 or more days of annual leave credits (or pro-rata for part-time employees), the Delegate may direct the employee to take up to one quarter of the employee's annual leave credits commencing within 30 calendar days after the direction is given.

CASHING OUT OF ANNUAL LEAVE

- 221. An employee may apply to the Delegate in writing to cash out some of their annual leave down to a minimum balance of 20 days.
- 222. Where an employee applies to cash out annual leave in accordance with clause 221 payment for the cash out of annual leave will be made at the employee's salary at the time the election is made.
- 223. An employee may only elect to cash out annual leave if they have taken at least 10 days annual leave in the preceding 12-month period.
- 224. Each request to cash out annual leave will be by a separate written agreement.

SECTION 6

PURCHASED LEAVE

- 225. An employee may apply to the Delegate to purchase up to 4 weeks' (20 days) additional leave per financial year. Purchased leave may be applied for in blocks of one, two, three or four weeks. Employees will have an amount deducted from their annual salary, on a fortnightly basis, to reflect the amount of leave purchased.
- 226. An employee who ceases employment with the NFSA for any reason will be reimbursed for any portion of the leave that they have purchased but not used. If an employee has used, but not fully paid for, their purchased leave, the relevant amount will be deducted from their final payment.
- 227. Purchased leave will count as service for all purposes.

PERSONAL/CARER'S LEAVE

- 228. For each year of service with NFSA, employees are entitled to 20 days of paid personal/carer's leave (pro-rata for part time employees).
- 229. Leave at half pay may be approved by the CEO.
- 230. For an ongoing employee, 20 days personal/carer's leave will be credited upon the employee's commencement with the APS. After 12 months, the employee's leave will accrue daily, credited at least monthly.
- 231. For a non-ongoing employee, the personal/carer's leave will be credited upon the employee's commencement with the agency. This will be 20 days leave pro-rated based on the employee's initial contract period and is capped at 20 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue daily, credited at least monthly.
- 232. An employee is not entitled to payment in lieu of personal/carer's leave where employment ceases.
- 233. The Delegate may approve periods of unpaid personal/carer's leave where:
 - 233.1 an employee has exhausted paid Personal/Carer's Leave credits.
 - 233.2 an employee requests unpaid Personal/Carer's leave and the Delegate determines it is warranted in the circumstances; or
 - 233.3 the Delegate determines that it is not appropriate to grant paid carer's leave for caring purposes.
- 234. The taking of personal/carer's leave is subject to the giving of notice to the relevant manager.
- 235. An employee must give their manager notice as soon as possible of their need to be absent, the nature of the absence and the expected period of absence. Where the period of expected absence extends beyond the originally notified date, the employee must advise their manager as soon as possible.

SECTION 6

- 236. The notice given to an employee's manager will be considered to have satisfied the requirement for prior notice of the absence. The requirement for prior notification may be waived where the Delegate is satisfied that an employee was unable to notify an absence due to circumstances beyond their control.
- 237. If an employee takes more than 30 days leave that does not count as service within a 12 month period, the date of the next personal/carer's leave credit will be deferred by that number of days.
- 238. Unless provided by legislation, an employee will not be retired without their consent on invalidity grounds before all paid personal/carer's leave credits have been exhausted. The only exception is where the employee has an accepted workers compensation claim.

PERSONAL LEAVE

- 239. An employee is entitled to take personal leave:
 - 239.1 Due to personal illness or injury;
 - 239.2 to attend appointments with a registered health practitioner;
 - 239.3 to manage a chronic condition; and / or
 - 239.4 to provide care or support for a family or household member or a person that they have caring responsibilities for, because:
 - 239.4.1 of a personal illness or injury affecting the other person; or
 - 239.4.2 of an unexpected emergency affecting the other person.
- 240. A casual employee may be absent without pay when not fit for work due to personal illness or injury.

CARERS LEAVE

- 241. An employee is entitled to take Carers leave where an employee has caring responsibilities for person who needs care because they:
 - 241.1 have a medical condition, including when they are in hospital;
 - 241.2 have a mental illness;
 - 241.3 have a disability;
 - 241.4 are frail or aged; and / or
 - 241.5 are a child, not limited to a child of the employee.
- 242. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.

SECTION 6

EVIDENCE

243. An employee may be requested to provide sufficient evidence as prescribed in Fair Work Act section 107 to the Delegate in the following circumstances:
- 243.1 where the employee is or will be absent on personal/carer's leave for more than 3 consecutive working days, or after 8 days in a calendar year.
244. The Delegate may require an employee to be absent due to any illness where a medical certificate has been provided
245. Acceptable evidence includes:
- 245.1 A certificate from a registered health professional;
- 245.2 A statutory declaration; and
- 245.3 Another form of evidence approved by the CEO.
246. A certificate from a registered health professional may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.

PORTABILITY OF LEAVE

247. Where an employee moves into the NFSA from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.
248. Where an employee is engaged in the NFSA immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
249. Where an employee is engaged as an ongoing employee in the NFSA, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
250. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.

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- 251. Where an employee is engaged as an ongoing employee in the NFSA, and immediately prior to the engagement the person was employed by a Commonwealth Government entity (other than in the Parliamentary Services which are covered in clause 248), the CEO will offer to recognise any unused accrued personal/carer's leave at the employee's request. The CEO advise the employee of their ability to make this request.
- 252. Where an employee is engaged as an ongoing employee in the NFSA, and immediately prior to the engagement the person was employed by a State or Territory Government, the CEO may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
- 253. For the purposes of clauses 247 to 253, an employee with a break in service of less than 2 months is considered to have continuity of service.

LEAVE WITHOUT PAY

- 254. Any period of leave without pay for more than 30 calendar days per year will not count as service for annual leave, or personal/carer's leave. For long service leave accrual purposes a separate determination will be made in accordance with LSL Legislation.

UNAUTHORISED ABSENCES

- 255. If an employee is absent from work without approval all pay and other benefits provided under this Agreement will cease to be available until the employee resumes work, is granted leave, or ceases employment. A period of unauthorised absence does not count as service for any purpose.
- 256. If an employee is unexpectedly unable to attend work the employee or his or her representative should make a reasonable effort to notify the relevant manager as soon as possible.

RE-CREDITING OF LEAVE

- 257. When an employee is on:
 - 257.1 annual leave;
 - 257.2 purchased leave;
 - 257.3 defence reservist leave;
 - 257.4 First Nations ceremonial leave;
 - 257.5 NAIDOC leave;
 - 257.6 cultural leave; or
 - 257.7 long service leave; and

SECTION 6

258. becomes eligible for, under legislation or this agreement:

258.1 personal/carer's leave;

258.2 compassionate or bereavement leave;

258.3 jury duty;

258.4 emergency services leave;

258.5 leave to attend to family and domestic violence circumstances; or

258.6 parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;
the affected period of leave will be re-credited.

259. When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.

260. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

LONG SERVICE LEAVE

261. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

262. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at 257 to 260 of this agreement.

MISCELLANEOUS LEAVE

263. Miscellaneous leave may be granted with or without pay for a purpose not provided for elsewhere in this Agreement, or where other appropriate forms of leave have been exhausted. Unless otherwise determined by the Delegate:

263.1 a period of miscellaneous leave with pay will count as service for any purpose; and

263.2 a period of miscellaneous leave without pay will not count as service for any purpose.

264. Applications for miscellaneous leave are considered subject to the operational requirements of the Agency and on a case-by-case basis. Appropriate supporting evidence, relevant to the request, is to be provided with the application.

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- 265. Unless the Delegate determines otherwise, miscellaneous leave without pay will not be granted until all forms of appropriate paid leave are exhausted i.e. miscellaneous leave will only be approved where another form of leave is not available.
- 266. Unless the Delegate determines otherwise, any continuous period of Miscellaneous Leave without pay greater than 30 calendar days will not count as service for the accrual of Annual and Personal/carer's Leave purposes.
- 267. Casual employees may be entitled to Miscellaneous leave to provide for paid family and domestic violence leave as per clause 350 or any other government directive.

CULTURAL, CEREMONIAL AND NAIDOC LEAVE

NAIDOC LEAVE

- 268. First Nations employees may access up to one day of paid leave per calendar year to participate in NAIDOC week activities.
- 269. NAIDOC leave can be taken in part days.

FIRST NATIONS CEREMONIAL LEAVE

- 270. First Nations employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
- 271. The CEO may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- 272. First Nations ceremonial Leave can be taken as part days.
- 273. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

CULTURAL LEAVE

- 274. The CEO may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
- 275. The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 276. Cultural leave can be taken as part days.
- 277. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 274.

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PARENTAL LEAVE

278. A primary caregiver, secondary caregiver and ML Act is defined in the definition section.
279. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave up until 24 months from the date of the child's birth or placement (parental leave period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend nonongoing employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.
280. For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements and ceases 24 months from the date of birth. Medical certification requirements for the pregnant employee will be as required by the ML Act.
281. Conditions in this agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this agreement.

PAYMENT DURING PARENTAL LEAVE

282. An employee is entitled to parental leave with pay as per clauses 284 and 285 within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee's parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.
283. Employees newly engaged in the agency or who have moved to the NFSA from another APS agency are eligible for the paid parental leave in clauses 284 and 285 where such paid leave had not already been provided by another APS agency or Commonwealth employer in the 24 months since the child's date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 284 and 285 the balance is available to the employee.
284. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in **Table 2 Primary caregivers – circumstances for paid parental leave**.

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Table 2: Primary caregivers - circumstances for paid parental leave

PAID LEAVE ENTITLEMENT UNDER THE ML ACT	ADDITIONAL PARENTAL LEAVE WITH PAY UNDER THIS AGREEMENT FOR THE PRIMARY CAREGIVER
12 weeks' paid maternity leave, including any reduced paid maternity leave period due to ML Act qualifying period rules	Paid leave to bring the total period of paid parental leave to 18 weeks
No ML Act eligibility or coverage	18 weeks

285. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in **Table 3 Secondary caregivers – circumstances for paid parental leave**.

Table 3: Secondary caregivers - circumstances for paid parental leave.

PERIOD WHICH COINCIDES WITH THE PARENTAL LEAVE PERIOD FOR THE SECONDARY CAREGIVER	PARENTAL LEAVE WITH PAY UNDER THIS AGREEMENT
Date of commencement of this agreement to 28 February 2025	8 weeks, or top up to 8 weeks where a lesser period of parental leave has already been provided
1 March 2025 to 28 February 2026	11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided
1 March 2026 to 27 February 2027	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 28 February 2027	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

286. **Flexibility.** Parental Leave with pay, whether provided as maternity leave under the ML Act or under this agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part time work arrangement and can be taken concurrently with another parent in relation to the same child.
287. **Rate of payment** during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.

SECTION 6

288. **Half-pay option.** The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

ADOPTION AND LONG-TERM FOSTER CARE

289. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this agreement for adoption or long-term foster care, provided that the child:
- 289.1 is under 16 as at the day (or expected day) of placement;
 - 289.2 has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
 - 289.3 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
290. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

STILLBIRTH

291. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.
292. A stillborn child is a child:
- 292.1 who weighs at least 400g at delivery or whose period of gestation was 20 weeks or more;
 - 292.2 who has not breathed since delivery; and
 - 292.3 whose heart has not beaten since delivery.

PREGNANCY LOSS LEAVE

293. A pregnant employee who experiences, or an employee whose spouse or partner experiences, pregnancy loss is entitled to one weeks' paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.
294. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

SECTION 6

PREMATURE BIRTH LEAVE

295. In circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose spouse or partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation. Parental leave with pay is then available from what would have been 37 weeks' gestation in accordance with Parental leave in this agreement, noting the parental leave period commences on the child's date of birth.

TRANSITIONAL PROVISIONS

296. Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 295 until after the legislated paid maternity leave is used.

COMPASSIONATE LEAVE

297. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- 297.1 a member of their family, (including a member of their household) or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
 - 297.2 the employee or their partner has a miscarriage.
298. An employee may be asked to provide evidence to support their absences on compassionate leave.
299. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
300. For casual employees, compassionate leave is unpaid.

BEREAVEMENT LEAVE

301. Employees will be eligible for 3 days paid bereavement leave on each occasion when:
- 301.1 a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or
 - 301.2 a child is stillborn, where the child was a member of their family (including a member of their household).
302. An employee may be asked to provide evidence to support their absences on bereavement leave.

SECTION 6

- 303. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 304. For casual employees, bereavement leave is unpaid.

EMERGENCY RESPONSE LEAVE

- 305. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:
 - 305.1 the time engaged in the activity;
 - 305.2 reasonable travelling time; and
 - 305.3 reasonable recovery time.
- 306. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The CEO may provide additional emergency response leave with pay.
 - 306.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 307. Paid leave may be refused where the employee's role is essential to the NFSA's response to the emergency.
- 308. An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.
- 309. The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 310. Emergency response leave, with or without pay, will count as service.

JURY DUTY

- 311. Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
- 312. Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.
 - 312.1 For the purposes of the clause, full rate of pay is to be as if the employee was at work.
- 313. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.

SECTION 6

314. If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the NFSA for the period of absence. This will be administered in accordance with the overpayments clause.

DEFENCE RESERVIST LEAVE

315. The CEO will give an employee leave with or without pay to undertake:
- 315.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
 - 315.2 Australian Defence Force Cadet obligations.
316. An employee who is a Defence Reservist can take leave with pay for:
- 316.1 up to 4 weeks (20 days) in each financial year (pro-rata for part time employees); and
 - 316.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro rata for part time employees).
317. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
318. An employee who is Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
- 318.1 Australian Navy Cadets.
 - 318.2 Australian Army Cadets; and
 - 318.3 Australian Air Force Cadets.
319. In addition to the entitlement at clause 316 paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
320. Paid defence reservist leave counts for service.
321. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
322. Unpaid leave taken over 6 months counts as service, except for annual leave.
323. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

SECTION 6

DEFENCE SERVICE SICK LEAVE

324. An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
- 324.1 war-like service; or
 - 324.2 non-war like service.
325. An eligible employee can get 2 types of credits:
- 325.1 an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later:
 - 325.1.1 they start employment with the APS; or
 - 325.1.2 DVA certifies the condition; and
 - 325.2 an annual credit of 3 weeks (15 days) defence service sick leave (pro-rata for part- time employees).
326. An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
327. Unused annual credits can be built up to 9 weeks.
328. An employee cannot use annual credits until the initial credit is exhausted.
329. Defence service sick leave is paid and counts as service for all purposes.

LEAVE TO ATTEND PROCEEDINGS

330. An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
331. An employee who is not covered under clause 330, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the NFSA.
332. An employee may otherwise be granted paid or unpaid miscellaneous leave by the CEO if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.
333. The CEO may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

SECTION 7

Employee support and workplace culture

BLOOD DONATION

- 334. An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. It includes reasonable travel time and employers will consider employees on duty.
- 335. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

VACCINATIONS

- 336. The NFSA will offer annual influenza vaccinations at no cost to all employees.
- 337. Where the NFSA requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

EMPLOYEE ASSISTANCE PROGRAM

- 338. Employees, their partners, and their dependants/children will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by the NFSA and will be accessible on paid time.

RESPECT AT WORK

PRINCIPLES

- 339. The NFSA values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The NFSA recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
- 340. The NFSA recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.

SECTION 7

CONSULTATION

341. The agency will consult with employees and their unions in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

FAMILY AND DOMESTIC VIOLENCE SUPPORT

342. The NFSA will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
343. The NFSA recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
344. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.
345. An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- 345.1 illness or injury affecting the employee resulting from family and domestic violence.
 - 345.2 providing care or support to a family member (including a household member) who is also experiencing family and domestic violence and is ill or injured as a result of family and domestic violence.
 - 345.3 providing care or support to a family (including a household member) who is also experiencing family and domestic violence and is affected by an unexpected emergency as a result of family and domestic violence.
 - 345.4 making arrangements for the employee's safety, or the safety of a close relative.
 - 345.5 accessing alternative accommodation.
 - 345.6 accessing police services.
 - 345.7 attending court hearings.
 - 345.8 attending counselling; and
 - 345.9 attending appointments with medical, financial or legal professionals.
346. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
347. Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.

SECTION 7

- 348. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
- 349. Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.
- 350. Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
- 351. Evidence may be requested to support the NFSA in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the NFSA will require, unless the employee chooses to provide another form of evidence.
- 352. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.
- 353. The NFSA will take all reasonable measures to treat information relating to family and domestic violence confidentially. The NFSA will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the NFSA may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- 354. Where the NFSA needs to disclose confidential information for purposes identified in clause 359 where it is possible the NFSA will seek the employee's consent and take practical steps to minimize any associated safety risks for the employee and/or privacy breaches.
- 355. The NFSA will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
- 356. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
- 357. The NFSA will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
- 358. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

INTEGRITY IN THE APS

- 359. The NFSA understands that procedural fairness is essential in building and maintaining trust with APS employees, and that it requires fair and impartial processes for employees affected by APS-wide or NFSA decisions.

SECTION 7

360. Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the APS Code of Conduct in the PS Act.
361. Employees can, during their ordinary work hours, take time to:
- 361.1 access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the agency; and
 - 361.2 attend NFSA mandated training about integrity.

FIRST NATIONS CULTURAL COMPETENCY TRAINING

362. The CEO will take reasonable steps to ensure all substantive, ongoing EL2 employees employed at the commencement of this agreement or any new substantive, ongoing EL2 employees who commence within the first 6 months of this agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.
363. Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

LACTATION AND BREASTFEEDING SUPPORT

364. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
365. The NFSA will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 366 in considering whether a space is appropriate, an agency should consider whether:
- 365.1 there is access to refrigeration.
 - 365.2 the space is lockable; and
 - 365.3 there are facilities needed for expressing such as appropriate seating.
366. Where it is not practicable for an agency site to have a designated space, a flexible approach will be taken so that the employee can access the support required.

SECTION 7

- 367. The NFSA will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- 368. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.
- 369. Further information is available in policy.

DISASTER SUPPORT

- 370. Where an official disaster or emergency is declared and this prevents an employee from reasonably attending work, or where it impacts their household or home, the CEO will consider flexible working arrangements to assist the employee to perform their work.
- 371. Where flexible working arrangements are not appropriate, the CEO may grant paid miscellaneous leave to an employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.
- 372. In considering what period of leave is appropriate, the CEO will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth authorities.

Performance and development

PERFORMANCE MANAGEMENT

- 373. All NFSA employees (excluding those on probation and non-ongoing staff engaged for less than 3 months) must have a performance agreement and actively participate in the performance management process throughout the annual cycle. The Performance Management and Development Policy provides managers and employees with guidance on discussing and establishing individual performance expectations that align with NFSA's goals and objectives.
- 374. The annual cycle takes place over 12 months and includes a mid-term review in February and end of cycle review in July.
- 375. Employees must have a current performance agreement in place and be rated "meeting expectations" to be eligible for salary advancement.

MANAGING UNDERPERFORMANCE

- 376. Underperformance is identified when a manager makes an assessment at any time during the performance management cycle that an employee's performance needs improvement or is unsatisfactory.
- 377. Where underperformance is identified, NFSA will work with the employee and their manager to assist the employee in attaining and sustaining the required standard of performance. Further information is available in the Performance Management Guideline.
- 378. Where an employee fails to meet the performance expectations of their role, their manager will in collaboration with the employee, develop a Performance Improvement Plan (PIP) which will usually be implemented over a review period of 3 months or a lesser period where agreed.
- 379. Following the PIP review period, and where the employee's performance has not improved the manager will produce a written report identifying proposed actions which may include:
 - 379.1 Termination of employment – s.29(3)(c) of the PS Act;
 - 379.2 Reduction in classification – s.23(4) of the PS Act; or
 - 379.3 Reassignment of duties - s.25 of the PS Act

SECTION 8

WORKLOADS

- 380. The NFSA recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.
- 381. When determining workloads for an employee or group of employees, the NFSA will consider the need for employees to strike a balance between their work and personal life.
- 382. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the NFSA and employee/s together must review the employees' workloads and priorities, and determine appropriate strategies to manage the impact on the employee or group of employees.

STUDY ASSISTANCE

- 383. Employees who undertake accredited study relevant to the work of NFSA may be eligible for:
 - 383.1 Some or all financial reimbursement for approved costs; and/or
 - 383.2 Paid study leave of up to 5 hours per week or on a pro-rata basis for part-time employees.
- 384. The Studies Assistance Policy provides details for how study assistance is to be administered.
- 385. The CEO may approve additional periods of paid or unpaid study leave.

PROFESSIONAL QUALIFICATIONS

- 386. Employees that are required to hold a professional membership or qualification to perform their role, will be entitled to reasonable reimbursement.

Travel and location-based conditions

TRAVEL

387. The NFSA will pay approved reasonable expenses associated with an employee's official business travel at the rates set out by the Australian Taxation Office's annually updated Taxation Determination for reasonable travel and meal allowance.

RELOCATION ASSISTANCE

388. Where an APS employee is required to relocate at the request of the NFSA (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
389. Where an employee is required to relocate on engagement with the NFSA, the employee will be provided with financial relocation assistance.
390. Reasonable expenses associated with the relocation include:
- 390.1 the cost of transport of the employee, their dependants and partner by the most economical means;
 - 390.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
 - 390.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
 - 390.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
391. Additional relocation assistance may be considered by CEO discretion.

Consultation, representation and dispute resolution

CONSULTATION

PRINCIPLES

- 392. Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
- 393. The NFSA recognises:
 - 393.1 the importance of inclusive and respectful consultative arrangements;
 - 393.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions;
 - 393.3 the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
 - 393.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
 - 393.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
- 394. Genuine and effective consultation involves:
 - 394.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
 - 394.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
 - 394.3 considering feedback from employees and the relevant union(s) in the decision-making process; and
 - 394.4 advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

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WHEN CONSULTATION IS REQUIRED

395. Consultation is required in relation to:

- 395.1 changes to work practices which materially alter how an employee carries out their work;
- 395.2 changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
- 395.3 major change that is likely to have a significant effect on employees;
- 395.4 implementation of decisions that significantly affect employees;
- 395.5 changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
- 395.6 other workplace matters that are likely to significantly or materially impact employees.

396. The NFSA, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the agency. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

PROVISIONS FOR CONSULTATION ON MAJOR CHANGE AND INTRODUCTION OF A CHANGE TO REGULAR ROSTER OR ORDINARY HOURS OF WORK OF EMPLOYEES

397. This clause applies if the NFSA:

- 397.1 proposes 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 the employees; or
- 397.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

REPRESENTATION

398. Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.

399. The NFSA must recognise the representative if:

- 399.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- 399.2 the employee or employees advise the employer of the identity of the representative.

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MAJOR CHANGE

400. In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:
- 400.1 the termination of the employment of employees; or
 - 400.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - 400.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 400.4 the alteration of hours of work; or
 - 400.5 the need to retrain employees; or
 - 400.6 the need to relocate employees to another workplace; or
 - 400.7 the restructuring of jobs.
401. The following additional consultation requirements in clause 402 to 408 apply to a proposal to introduce a major change referred to in clause 395.3
402. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 396.
403. Where practicable, an NFSA change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.
404. The NFSA must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
405. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 396 the NFSA must:
- 405.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - 405.1.1 the proposed change;
 - 405.1.2 the effect the proposed change is likely to have on the employees; and
 - 405.1.2.1 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - 405.1.3 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:

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- 405.1.3.1 all relevant information about the proposed change, including the nature of the change proposed; and
- 405.1.3.2 information about the expected effects of the proposed change on the employees; and
- 405.1.3.3 any other matters likely to affect the employees.

- 406. The NFSA must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
- 407. However, the NFSA is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
- 408. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the NFSA, the requirements set out in clauses 402 to 407 are taken not to apply.

CHANGE TO REGULAR ROSTER OR ORDINARY HOURS OF WORK

- 409. The following additional consultation requirements in clause 410 to 412 apply to a proposal to introduce a change referred to in clause 395.5.
- 410. The NFSA must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
- 411. As soon as practicable after proposing to introduce the change, the NFSA must:
 - 411.1 discuss with employees and the relevant union(s) and/or other recognised representatives the proposed introduction of the change; and
 - 411.2 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - 411.2.1 all relevant information about the proposed change, including the nature of the proposed change; and
 - 411.2.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - 411.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and

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411.3 invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, the NFSA is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.

412. The NFSA must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

INTERACTION WITH EMERGENCY MANAGEMENT ACTIVITIES

413. Nothing in this term restricts or limits the ability of a designated emergency management body to undertake activities provided at section 195A(1) of the FW Act.

AGENCY CONSULTATIVE COMMITTEE

414. The CEO may establish an agency consultative committee to discuss relevant workplace matters.

415. NFSA consultative committees will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.

APS CONSULTATIVE COMMITTEE

416. The CEO will support the operation of the APS consultative committee to the extent possible. This includes providing information requested by the Australian Public Service Commission to support the operation of the APS consultative committee, subject to legislative requirements.

DISPUTE RESOLUTION

417. If a dispute relates to:

417.1 a matter arising under the agreement; or

417.2 the National Employment Standards;
this term sets out procedures to settle the dispute.

418. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.

419. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.

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420. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
421. If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 420 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
422. The Fair Work Commission may deal with the dispute in 2 stages:
- 422.1 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
 - 422.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - 422.2.1 arbitrate the dispute; and
 - 422.2.2 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 FW Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.*
423. While the parties are attempting to resolve the dispute using the procedures in this term:
- 423.1 an employee must continue to perform their work as they would normally in accordance with established custom and practice at the NFSA that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
 - 423.2 subject to 423.1 an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - 423.2.1 the work is not safe; or
 - 423.2.2 applicable work health and safety legislation would not permit the work to be performed; or
 - 423.2.3 the work is not appropriate for the employee to perform; or
 - 423.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.
424. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

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425. Any disputes arising under the *National Film and Sound Archive of Australia Enterprise Agreement 2024 - 2027* or the National Employment Standards that were formally notified before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

LEAVE OF ABSENCE TO ATTEND PROCEEDINGS

426. Where the provisions of clause 417 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 418, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 421.

DELEGATES' RIGHTS

427. Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials and providing employee views to the agency.
428. The role of union delegates is to be respected and supported.
429. The NFSA and union delegates will work together respectfully and collaboratively.

SUPPORTING THE ROLE OF UNION DELEGATES

430. The NFSA respects the role of union delegates to:
- 430.1 provide information, consult with and seek feedback from employees in the workplace on workplace matters;
 - 430.2 consult with other delegates and union officials, and get advice and assistance from union officials;
 - 430.3 represent the interests of members to the employer and industrial tribunals; and
 - 430.4 represent members at relevant union forums, consultative committees or bargaining.
431. The NFSA and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.
432. Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.
433. To support the role of union delegates, the NFSA will, subject to legislative and operational requirements, including privacy and security requirements:
- 433.1 provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;

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- 433.2 advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
 - 433.3 allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications;
 - 433.4 provide access to new employees as part of induction; and
 - 433.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
434. Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or NFSA before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

Separation and retention

RESIGNATION

- 435. An employee may resign from their employment by giving the CEO at least 14 calendar days' notice.
- 436. At the instigation of the CEO, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
- 437. The CEO has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

PAYMENT ON DEATH OF AN EMPLOYEE

- 438. When an employee dies, or the CEO has directed that an employee is presumed to have died on a particular date, subject to any legal requirement, the CEO must authorise payments to the partner, dependants or legal representative of the former employee, the amount to which the former employee would have been entitled had they ceased employment through resignation or retirement, or where legislation provides specifically for amounts calculated based on the death of the employee, those amounts. If payment has not been made within a year of the former employee's death, it should be made to their legal representative.

FINAL MONIES ON CESSATION

- 439. Prior to ceasing, employees will be advised of any outstanding monies owed to the NFSA as per clause 46 and 47.
- 440. At the time of cessation the NFSA will deduct any outstanding monies owed from the employee's final entitlements

REDEPLOYMENT, RETRAINING, REDUNDANCY

MANAGEMENT OF EXCESS EMPLOYEES

- 441. Clauses 442 to 482 below apply to ongoing employees who are not on probation.
- 442. An employee is considered to be excess when:
 - 442.1 The class of employee in the agency to which the employee belongs comprises a greater number of employees than is necessary and/or the services of the employee are no longer required for the efficient or economical working of the NFSA, or

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- 442.2 the services of the employee cannot be effectively used due to technological or other changes in the work methods of the agency, or structural or other changes in the nature, extent or organisation of the functions of the agency, or
- 442.3 the duties usually performed by the employee are to be performed at a different locality and the employee is not willing to perform those duties at the new locality, and the CEO has determined that the employee is excess to the agency's requirements.

NOTIFICATION OF POTENTIALLY EXCESS STATUS

- 443. The CEO must not involuntarily retire any employees if there remain employees engaged in that work at the employee's classification level in that location who have elected to be retired, been refused, and still wish to accept voluntary redundancy.
- 444. Where the CEO becomes aware that an employee is potentially excess, the CEO will advise the employee in writing, as soon as practicable, that the employee is potentially excess and notify them of their right to choose a representative, which may include the relevant union.
- 445. The CEO will hold discussions with the employee and the employee's nominated representative (if applicable), over a period no longer than one month since notification of their potentially excess status to consider:
 - 445.1 any measures that could be taken to remove or reduce the likelihood of an employee becoming excess;
 - 445.2 redeployment opportunities within the NFSA or within the APS; or
 - 445.3 whether voluntary redundancy might be appropriate
- 446. The employee and CEO may agree in writing to waiver or alter the employee's entitlement to the one month discussion period.

INVITATION TO OTHER EMPLOYEES TO EXPRESS INTEREST IN VOLUNTARY RETRENCHMENT (VR)

- 447. The CEO may, prior to the conclusion of the discussions referred to in clause 445 invite employees who are not potentially excess to express interest in a VR, where this would permit the redeployment of employees who are potentially excess.

DECLARATION OF EXCESS

- 448. Where an employee has been notified that he or she is potentially excess and the employee or their nominated representative has declined to participate in a discussion referred to in clause 445 the CEO may immediately identify the employee as excess to the requirements of NFSA.
- 449. The CEO may declare an employee as excess to the requirements of NFSA, in writing one month or a lesser timeframe as at clause 446, after the employee was notified that he or she is potentially excess.

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- 450. The CEO may, prior to the conclusion of discussions with an employee, invite employees who are not excess employees to express interest in voluntary redundancy, where the retrenchment of those employees would permit the redeployment of employees who are in a redundancy situation and who would otherwise remain excess.
- 451. The CEO must not involuntarily retire any employees if there remain employees engaged in that work at the employee's classification level in that location who have elected to be retired, been refused, and still wish to accept voluntary redundancy.
- 452. An excess employee may request access to paid leave, and assistance in meeting the cost of reasonable travel or incidental expenses incurred in seeking alternative employment where these are not met by the prospective employer.

REDEPLOYMENT AND RE-ASSIGNMENT OF DUTIES

- 453. The NFSA will take all reasonable steps to re-assign the duties of an excess employee at the same level, within NFSA, or to assist in the movement of the employee to another APS agency.
- 454. NFSA will consider an excess employee in isolation from other applicants for an ongoing position within NFSA at or below the employee's classification level for which the employee has applied.
- 455. If necessary, employees seeking redeployment may be referred to an APS redeployment programme if redeployment is not readily available within NFSA.

CONSIDERATION OF VOLUNTARY REDUNDANCY (VR)

- 456. An employee who has been declared excess will be advised in writing and may be offered a voluntary redundancy. The employee will be given 1 month, commencing on the day after any offer is made, in which to consider the voluntary redundancy providing the employee has been in receipt of the information listed in Clause 472 to 478 for a minimum of two (2) weeks.
- 457. Only one offer of voluntary redundancy will be made to an employee in an excess or potentially excess situation.
- 458. An employee offered a voluntary redundancy will be provided, as soon as practicable, information on their entitlements they would be eligible to receive if terminated, including leave credits, superannuation, and taxation treatment of entitlements. This information is provided for guidance purposes only and is not an offer capable of forming a binding contract.
- 459. The consideration period of a VR can be reduced by agreement in writing between the employee and the CEO.
- 460. An employee who is declared excess to the agency's requirements will be reimbursed for expenses incurred in seeking financial advice up to \$500 (including GST). Proof of use and cost of services must be provided for reimbursement.

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NOTICE PERIOD

- 461. Upon receipt of the acceptance of an offer of VR, the CEO will issue the employee with a notice of termination under *section 29 of the PS Act*.
- 462. Where the excess employee agrees to voluntary redundancy, the Delegate may terminate their employment under *section 29 of the PS Act* by giving the required period of notice. The period of notice will be in line with the NES standards.
- 463. Where an employee requests and the CEO agrees or where the CEO directs an earlier termination date within the notice period, the employee's employment will be terminated under *section 29 of the PS Act* on that date. The employee will receive payment in lieu of notice for the unexpired portion of the notice period on the basis of:
 - 463.1 the employee's current ordinary hours of work;
 - 463.2 the amounts payable to the employee in respect of those hours, e.g. allowances; and
 - 463.3 any other payments under the employee's contract of employment except for accruals that would have occurred had the person remained as an employee during the relevant notice period.

SEVERANCE BENEFIT

- 464. An employee who accepts a VR and whose employment is terminated by the CEO under *section 29 of the PS Act* on the grounds that he/she is excess to requirements is entitled to two (2) weeks' salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service.
- 465. The minimum amount payable will be four (4) weeks' salary and the maximum will be 48 weeks' salary subject to any minimum amount the employee is entitled to under *section 119 of the FW Act*.
- 466. Severance payments involving part-time employees will be calculated on a pro-rata basis for any period where they have worked part-time hours during their period of service and where they have less than the equivalent of 24 years full-time service.
- 467. Salary for severance pay purposes will include:
 - 467.1 the employee's substantive salary adjusted on a pro-rata basis for periods of part-time service;
 - 467.2 temporary performance allowance for performance of duties at a higher classification level where the employee has been performing duties and continues to perform duties at the higher classification level for a continuous period of at least 12 months immediately prior to the date on which the employee was given notice of termination of employment; and
 - 467.3 other allowances in the nature of salary which have been paid to the employee on a regular basis and have continued to be paid during periods of annual leave, excluding allowances which are a reimbursement for expenses incurred.

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468. Service for severance pay purposes means:

468.1 service in the NFSA;

468.2 Government service as defined in *section 10 of the LSL Act*;

468.3 service with the Commonwealth (other than service with a joint Commonwealth-State body corporate in which the Commonwealth has a controlling interest) which is recognised for long service leave purposes;

468.4 service with the Australian Defence Force; or

468.5 service in another organisation where:

468.5.1 an employee was transferred from the APS to that organisation with a transfer of function; or

468.5.2 an employee engaged by that organisation on work within a function is engaged as an APS employee as a result of the transfer of that function to the APS; and

468.5.3 such service is recognised for long service leave purposes.

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

469.1 the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer, or

469.2 the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under the repealed *section 49 of the Public Service Act 1999*.

470. Any period of service which ceased through termination of employment on the following grounds will not count as service for severance pay purposes:

470.1 the employee lacks, or has lost, an essential qualification to perform his or her duties;

470.2 non-performance, or unsatisfactory performance, of duties;

470.3 inability to perform duties because of physical or mental incapacity;

470.4 failure to satisfactorily complete an entry level training course;

470.5 failure to meet a condition imposed under *section 22(6) of the PS Act*; or

470.6 a breach of the Code of Conduct;

470.7 on a ground equivalent to a ground listed in *clause 93.4 under the repealed Public Service Act 1922*;

470.8 through voluntary retirement at or above the minimum retiring age applicable to the employee; or

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- 470.9 with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit,
471. Absences from work, which do not count as service for long service leave purposes, will not count as service for severance pay purposes.

RETENTION PERIOD

472. An employee will receive time off with full pay to attend bona fide employment interviews, from the date the period of notice commences.
473. An excess employee who does not accept an offer of voluntary redundancy is entitled to the following retention period:
- 473.1 13 months where an employee has 20 or more years of service or is over 45 years of age; or
- 473.2 7 months for other employees.
474. The retention period will commence on the earlier of the following:
- 474.1 the day the employee is formally advised in writing by the CEO that he or she is an excess employee; or
- 474.2 one month after the day on which the CEO invites the employee to accept a VR.
475. If an excess employee is entitled to a redundancy payment in accordance with *section 119 of the FW Act* the retention period in sub clause 473 is reduced by the number of weeks' redundancy pay that the employee will be entitled to under the FW Act on termination of employment.
476. The retention period may be extended by any periods of paid personal or compassionate leave, which is supported by medical evidence during the retention period.
- 476.1 During the retention period, the CEO:
- 476.1.1 will continue to take reasonable steps to find alternative suitable employment for the excess employee; and/or
- 476.1.2 may after giving 4 weeks' notice to the excess employee reduce his or her classification as a means of securing alternative employment.
477. If an employee's classification is reduced during the retention period, the employee will continue to be paid at his or her previous substantive base salary, immediately prior to the reduction in classification, for the balance of the retention period.

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478. Where the CEO believes there is insufficient productive work available for the excess employee during the retention period, the CEO may, with the agreement of the employee, terminate the employee's employment under *section 29 of the PS Act* on the grounds that he/she is excess to requirements and pay the balance of the retention period as a lump sum amount and any redundancy payment to which the employee is entitled to under *section 119 of the FW Act*. The lump sum payment will be taken to include payment in lieu of notice of termination.

INVOLUNTARY RETRENCHMENT

479. At the end of the retention period the CEO may make the excess employee involuntarily redundant under *section 29 of the PS Act*.
480. An excess employee will not be made involuntarily redundant where:
481. the employee has not been offered a VR;
482. An excess employee will not be retrenched involuntarily without being given notice of termination of employment, or payment in lieu of notice as provided for in the NES.

Base salaries

Table 4: Salary by Classifications.

CLASSIFI- CATION	SALARY LEVELS	AS AT 31 AUGUST 2023	FROM THE LATER OF COMMENCEMENT OF THE AGREEMENT OR 14 MARCH 2024	FROM 13 MARCH 2025	FROM 13 MARCH 2026	APPLICABLE BROADBAND
APS1	APS 1.2	\$49,563	\$52,000			APS 1-2 Broadband for Trainee
	APS 1.3	\$50,936	\$52,973	\$54,986	\$57,497	
	APS 1.4	\$52,944	\$55,120	\$57,215	\$59,160	
	APS 1.5			\$57,787	\$60,946	
APS2	APS 2.1	\$54,348	\$56,774	\$59,520		APS 1-2 Broadband for Trainee
	APS 2.2	\$55,667	\$57,894	\$60,094	\$62,775	
	APS 2.3	\$57,104	\$59,388	\$61,645	\$63,741	
	APS 2.4	\$58,569	\$60,912	\$63,227	\$65,377	
	APS 2.5	\$60,010	\$62,410	\$64,877	\$67,083	
	APS 2.6				\$68,425	
APS3	APS 3.1	\$61,803	\$64,275	\$66,823		APS 3-5 Broadband for Graduates
	APS 3.2	\$63,199	\$65,727	\$68,225	\$70,545	
	APS 3.3	\$64,785	\$67,376	\$69,936	\$72,314	
	APS 3.4	\$66,683	\$69,350	\$71,985	\$74,432	
	APS 3.5	\$68,834	\$71,587	\$74,307	\$76,833	
APS4	APS 4.1	\$69,736	\$72,525	\$75,281	\$79,125	APS 3-5 Broadband for Graduates
	APS 4.2	\$71,529	\$74,390	\$77,217	\$79,842	
	APS 4.3	\$73,343	\$76,277	\$79,176	\$81,868	
	APS 4.4	\$74,400	\$78,001	\$80,965	\$83,718	
	APS 4.5			\$81,775	\$86,246	

ATTACHMENT A

CLASSIFI- CATION	SALARY LEVELS	AS AT 31 AUGUST 2023	FROM THE LATER OF COMMENCEMENT OF THE AGREEMENT OR 14 MARCH 2024	FROM 13 MARCH 2025	FROM 13 MARCH 2026	APPLICABLE BROADBAND
APS5	APS 5.1	\$77,337	\$80,430	\$84,228		APS 3-5 Broadband for Graduates
	APS 5.2	\$78,775	\$81,926	\$85,039	\$88,834	
	APS 5.3	\$80,973	\$84,212	\$87,412	\$90,384	
	APS 5.4	\$81,821	\$85,094	\$88,328	\$91,331	
	APS 5.5		\$87,572	\$90,900	\$93,991	
	APS 5.6			\$91,809	\$96,829	
APS6	APS 6.1	\$85,168	\$90,199			Not Applicable
	APS 6.2	\$87,328	\$90,821	\$94,563	\$99,734	
	APS 6.3	\$91,205	\$94,853	\$98,457	\$101,805	
	APS 6.4	\$95,084	\$98,887	\$102,645	\$106,135	
	APS 6.5		\$101,022	\$105,910	\$109,511	
	APS 6.6				\$111,701	
EL1	EL 1.1	\$107,660	\$111,966	\$116,221	\$121,755	Not Applicable
	EL 1.2	\$110,144	\$114,550	\$118,903	\$122,946	
	EL 1.3	\$115,154	\$119,760	\$124,311	\$128,538	
	EL 1.4		\$120,025	\$125,832	\$132,713	
EL2	EL 2.1	\$127,794	\$132,906	\$137,956	\$142,647	Not Applicable
	EL 2.2	\$137,164	\$142,651	\$148,072	\$153,106	
	EL 2.3	\$141,745	\$147,415	\$153,017	\$158,220	

Supported Wage System

1. This schedule defines the condition which will apply to employees because of the effects of a disability, and are eligible for a supported wage under the terms of this agreement.

DEFINITIONS

2. In this schedule:

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

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

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

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

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

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

ELIGIBILITY CRITERIA

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

ATTACHMENT B

SUPPORTED WAGE RATES

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

Table 5: Applicable percentage of relevant minimum wage paid to applicable employees

ASSESSED CAPACITY	PERCENTAGE OF AGREEMENT RATE
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

6. Provided that the minimum amount payable to an employees to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.
7. Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

ASSESSMENT OF CAPACITY

8. For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.
9. 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 FW Act.

ATTACHMENT B

LODGEMENT OF SWS WAGE ASSESSMENT AGREEMENT

10. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.
11. All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

REVIEW OF ASSESSMENT

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

OTHER TERMS AND CONDITIONS OF EMPLOYMENT

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

WORKPLACE ADJUSTMENT

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

TRIAL PERIOD

15. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
16. 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.
17. The minimum amount payable to the employee during the Trial Period must be no less than the current weekly rate, as determined by the Fair Work Commission.
18. Work trials should include induction or training as appropriate to the job being trialled.
19. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 8 and 9 in this attachment.

Overtime and Casual penalty rates

OVERTIME RATES

ORDINARY OVERTIME	RATE
Monday to Saturday (first 3 hours)	Time and a half
Monday to Saturday (any time after 3 hours)	Double time
Sunday	Double time
Public holidays Mon – Fri During bandwidth	Single time for overtime worked within standard hours (in addition to single time public holiday)
Public holidays Mon – Fri Outside standard hours	Double time for any hours worked outside of standard hours or bandwidth
Public Holiday - Sat or Sun	Double time

CASUAL PENALTY RATES

ORDINARY OVERTIME	RATE
Base rate	Ordinary rate per Attachment A
Casual base rate*	Ordinary rate x 25%
Mon – Fri 7pm to 7am	Casual base rate x 50%
Saturday	Casual base rate x 50%
Sunday	Casual base rate x 100%
Public Holiday	Casual base rate x 150%

**For the avoidance of doubt casual penalties are calculated using the casual base rate and is paid for the entirety*

Formal acceptance of the National Film and Sound Archive of Australia Enterprise Agreement 2024-2027 and signatories.

The National Film and Sound Archive of Australia Agreement is made and approved under Section 172 of the Fair Work Act 2009 (Cth).

Employer

Signed for and on behalf of the Commonwealth of Australia



**Patrick McIntyre
Chief Executive Officer
National Film and Sound Archive of Australia
McCoy Circuit, Acton ACT 2601**

1 MARCH 2024.

Bargaining Representative

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



**Andrew Smith
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