

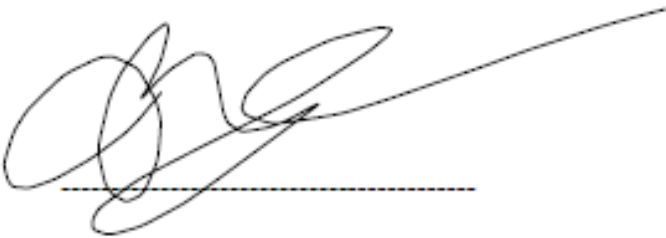
National Indigenous Australians Agency Enterprise Agreement 2024-2027

Signatories

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

Employer

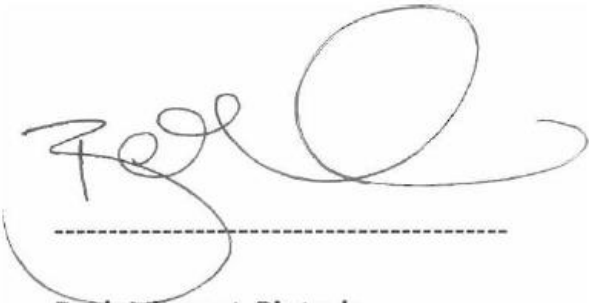
Signed for and on behalf of the Commonwealth of Australia

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Jody Broun

Chief Executive Officer, National Indigenous Australians Agency
Charles Perkins House, 16 Bowes Place, Phillip, ACT 2606

Bargaining representative: Community and Public Sector Union

A handwritten signature in black ink, featuring a large loop and a long horizontal stroke. Below the signature is a dashed horizontal line.

Beth Vincent-Pietsch

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Section 1: Technical Matters

Title

1. This agreement will be known as the National Indigenous Australians Agency Enterprise Agreement 2024-2027.

Parties to the agreement

2. This Agreement covers:
 - 2.1. the CEO, for and on behalf of the Commonwealth of Australia as the employer;
 - 2.2. all employees in the National Indigenous Australians Agency (NIAA) employed under the PS Act other than:
 - 2.2.1. Senior Executive Service employees or equivalent;
 - 2.2.2. statutory appointees; and
 - 2.3. subject to notice being given in accordance with section 183 of the FW Act, the following employee organisation/s which were a bargaining representative for this Agreement:
 - 2.3.1. the Community and Public Sector Union (CPSU).

Operation of this agreement

3. This Agreement will commence operation on the following date, whichever is later:
 - 3.1. seven days after approval by the Fair Work Commission; or
 - 3.2. 14 March 2024.
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's powers or functions under this Agreement, including the power of delegation, and may do so subject to conditions.

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 NIAA 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 NIAA 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;
 - 10.1.6. leave and leave loading; and
 - 10.2. the arrangement meets the genuine needs of the NIAA and employee in relation to one or more of the matters mentioned in clause 10.1; and
 - 10.3. the arrangement is genuinely agreed to by the NIAA and employees.
11. The NIAA 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 NIAA must ensure that the individual flexibility arrangement:
 - 12.1. is in writing;
 - 12.2. includes the name of the NIAA and employee;
 - 12.3. is signed by the NIAA 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
 - 12.5. states the day on which the arrangement commences.
13. The NIAA must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
14. The NIAA 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 NIAA and employee agree in writing – at any time.
15. The NIAA and employee are to review the individual flexibility arrangement at least every 12 months.

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.

Agreement means the National Indigenous Australians Agency 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.

Base salary means the rate of pay payable to the employee for their ordinary hours of work, but not including any of the following:

- incentive-based payments and bonuses;
- loadings;
- monetary allowances;
- overtime or penalty rates; and
- any other separately identifiable amounts.

Broadband refers to the allocation of more than one approved classification by the CEO (delegate) 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:

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

CEO means the Chief Executive Officer of the NIAA as the Agency Head, or their delegate.

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.

DEEWR EA means the DEEWR Enterprise Agreement 2012 – 2014.

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. This includes a former de facto partner.

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

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 37 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 or 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.

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 (including a former spouse) or de facto partner (including a former de facto partner).

Part-time employee means an employee whose ordinary hours are less than an average of 37 hours and 30 minutes per week in accordance with this Agreement.

Primary caregiver for the purposes of the parental leave clause 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 for the purposes of the parental leave clause 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 the clauses on adoption and long-term foster care in this Agreement.

Settlement period for the purposes of flex time is 2 fortnightly pay periods.

Stationed for the purposes of remote locality entitlements means that an employee's usual location of work is in a designated remote locality.

Substantive means an employee's permanent/ongoing classification level.

ZOD means the Zone of Discretion, which is a salary range above the maximum pay point for each of the APS6-EL2 classifications.

Usual location of work

17. The employee's usual location of work will be identified in their letter of offer, other engagement documentation or in writing at any time upon request. Unless otherwise agreed in writing, an employee's usual office location will be the NIAA office location to which their role is attached.

Section 2: Remuneration

Salary

18. Salary rates will be as set out in Attachment A of this Agreement.
19. The base salary rates in Attachment A include the following increases:
 - 19.1. 4.0 per cent from the first full pay period on or after 1 March 2024 (the 14 March 2024);
 - 19.2. 3.8 per cent from the first full pay period on or after 1 March 2025 (the 13 March 2025);
and
 - 19.3. 3.4 per cent from the first full pay period on or after 1 March 2026 (the 12 March 2026).
20. 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 were calculated based on base salary rates as at 31 August 2023.
21. The minimum and maximum salary available within a ZOD increases as outlined in clauses 19 and 20 and shown in Attachment A. As outlined in clause 35, these increases do not automatically apply to employees receiving payments in these zones. Additional information regarding salary adjustments within the ZoD will be outlined in NIAA's policies and procedures.

Salary sacrificing

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

Salary on reduction

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

Payment of salary

25. 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:

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

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

26. Where an employee is engaged, moves to or is promoted in the NIAA, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the CEO

(delegate) determines a higher salary within the relevant salary range under these salary setting clauses.

27. Unless the CEO (delegate) determines otherwise, an existing APS employee moving to NIAA whose current base salary falls between the minimum pay point and the maximum pay point for their substantive classification will have their base salary set at the next highest pay point for their classification level as set out in Attachment A.
28. The CEO (delegate) 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.
29. In determining a salary under these salary setting clauses, the CEO (delegate) will have regard to relevant factors including the employee's experience, qualifications and skills.
30. Where an employee commences ongoing employment in the NIAA immediately following a period of non-ongoing employment in the NIAA for a specified term or task, the CEO (delegate) 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 NIAA.
31. Where an employee commences ongoing employment in the NIAA immediately following a period of casual employment in the NIAA for a specified term or task, the CEO (delegate) 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 NIAA.
32. Where an APS employee moves to the NIAA at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the CEO (delegate) will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
33. Where the CEO (delegate) determines that an employee's salary has been incorrectly set, the CEO (delegate) may determine the correct salary and the date of effect.
34. An employee may request to be paid a salary within a ZOD at any time.
35. Approval for a salary to be set within the ZOD or adjustments or increases to a salary rate already within the ZOD will only be made through approval by the CEO (delegate) and separate subsequent approval on each occasion.

Incremental advancement

36. On 1 August each year, employees (excluding casual employees) who are not already on the maximum pay point for their substantive classification will advance to the next highest pay point, if the employee has:
 - 36.1. been at their current pay point for at least 3 months;
 - 36.2. has submitted a performance agreement, approved by the CEO (delegate); and
 - 36.3. achieves a performance rating of 'meeting expectations'.
37. Eligible service for salary progression will include:
 - 37.1. periods of paid leave and unpaid parental leave;
 - 37.2. periods of unpaid leave that count as service; and
 - 37.3. service while employed on a non-ongoing basis.

38. Employees who are acting at a higher classification and satisfy other eligibility criteria, as outlined in clause 36, will be eligible for salary progression at both their substantive and acting classifications.
39. Salary progression while an employee acts at a higher classification will be retained for future acting duties at, or promotion to, that classification regardless of elapsed time.
40. During a period of unpaid parental leave an employee will be eligible to advance a maximum of one pay point, regardless of the length of unpaid parental leave.
41. Employees may advance two or more pay points with the agreement of the CEO (delegate) based on proven high performance.

Superannuation

42. The NIAA will make compulsory employer contributions as required by the applicable legislation and fund requirements.
43. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
44. The NIAA 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 NIAA's payroll system.
45. The NIAA 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 employees in other accumulation superannuation funds.
46. Employer contributions will be made for all employees covered by this Agreement.
47. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

Payment during unpaid parental leave

48. 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. Where the employee is a member of an accumulation fund other than PSSap, contributions will be the same as if the employee were a member of the PSSap.

Overpayments

49. An overpayment occurs if the CEO (delegate) (or the NIAA) 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).
50. Where the CEO (delegate) considers that an overpayment has occurred, the CEO (delegate) will provide the employee with notice in writing. The notice will provide details of the overpayment.
51. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the CEO (delegate) 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.

52. If after considering the employee's response (if any), the Agency Head 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.
53. The CEO (delegate) 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.
54. The NIAA and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
55. Interest will not be charged on overpayments.
56. Nothing in clauses 49 to 55 prevents:
 - 56.1. the NIAA from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
 - 56.2. the NIAA from pursuing recovery of the debt through other available legal avenues;
 - 56.3. the employee or the NIAA from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Supported wage system

57. An employee can get paid a percentage of the relevant pay rate for their classification in line with their assessed capacity to do the work if they:
 - 57.1. have a disability;
 - 57.2. meet the criteria for a Disability Support Pension; and
 - 57.3. are unable to perform duties to the capacity required.
58. Specific conditions relating to the supported wage system are detailed in Attachment B.

Section 3: Allowances and reimbursements

Higher duties allowance

59. Where a role needs to be filled for two or more working weeks, 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 employee's 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 (delegate).
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 (delegate) 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 (delegate) may shorten the qualifying period for higher duties allowance on a case-by-case basis.
65. Where the CEO (delegate) has assigned duties to an employee at a higher level in an SES position for the period set out in clause 59 (as applicable) or more, the employee will be remunerated at a salary level determined by the CEO (delegate).

Allowances

66. Rates for allowances are provided at Attachment A – Base salaries and allowances.

Camping allowance

67. Camping allowance is a hardship allowance and is payable for each night an employee is required to camp outside or reside in tented or similar non-structural accommodation where commercial accommodation and facilities are not available. Requests for approval for camping allowance must include a full risk assessment.
68. If a camping allowance is approved, employees may also be entitled to travel expenses as outlined in clauses 395 to 402.

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

69. Employees appointed as Departmental and Cabinet Liaison Officers will receive an allowance paid on a fortnightly basis as outlined in at Attachment A.

Restriction (on-call) allowance

70. Entitlements for staff who are restricted (on-call) are outlined in clauses 138 to 143 and outlined at Attachment A.

Reimbursement for loss or damage

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

Retirement financial advice

72. An employee who is aged 54 years or more may receive a one-off reimbursement of up to \$565 (plus GST) towards the cost of financial retirement advice. This amount will be adjusted in 2025 and 2026 following reporting of the annual inflation to the March quarter in that year.

Workplace responsibility allowances

73. A workplace responsibility allowance will be paid to employees appointed by the CEO (delegate) to the following roles:

73.1.1. First Aid Officer;

73.1.2. Health and Safety Representative;

73.1.3. Emergency Warden;

73.1.4. Harassment Contact Officer; and

73.1.5. Mental Health First Aid Officer.

74. An employee will not receive more than one workplace responsibility allowance unless approved by the CEO (delegate) due to operational requirements.

75. The full allowance is payable regardless of flexible work and part-time arrangements.

76. An employer'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 Health First Aid Officers and Health and Safety Representatives depending on work group arrangements.

77. 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.

78. The allowance will not be payable during any periods of unpaid leave or paid leave in excess of 20 consecutive working days.

Community language allowance

79. A community language allowance will be paid where the CEO (delegate) 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 (delegate). Further information is outlined in NIAA's policies and procedures.

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

81. Table 1: Community language competencies

Rate	Standard
1	An employee who has adequate language skills, as determined by an individual or body approved by the CEO (delegate), for simple communication.
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 (delegate).

82. The allowance is calculated annually and paid fortnightly.

83. The full allowance is payable regardless of flexible work and part-time arrangements.

84. The allowance is payable during periods of paid leave.

85. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

Section 4: Classifications and broadbands

Graduates

86. The NIAA may engage employees in a graduate program on the terms set out in this Agreement.
87. Graduates will be engaged at the APS 4 classification at the minimum pay point, as outlined in Attachment A.
88. The NIAA maintains a broadband encompassing classifications from APS 4 to APS 6 for the graduate program. Employees may be assessed for advancement to a relevant classification within the broadband, where:
 - 88.1. the employee is working at or above the expected standard for the higher classification as determined by the CEO (delegate);
 - 88.2. there is sufficient work available at the higher classification level (i.e. an ongoing position at the relevant classification); and
 - 88.3. the employee has the necessary skills and proficiencies to perform that work.
89. Further information is outlined in NIAA's policies and procedures.

Cadets, trainees and other entry level positions

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

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 arrangements and working hours

General

Probation

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

Job security

Commitment to ongoing employment and rebuilding APS capacity

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

Reporting

96. The NIAA will report to the Staff Consultative Committee on a quarterly basis on the number, duration, classification and location of ongoing, non-ongoing and casual employees engaged by the NIAA.

Pathways to permanency

97. The NIAA and the APS will comply with the casual conversion provision(s) of the FW Act. In addition, the NIAA 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.

Casual (irregular or intermittent) employment

98. A casual (irregular or intermittent) employee is defined in the definitions section.

99. A decision to expand the use of casual employees is subject to the provisions in clauses 435 to 442 of this Agreement.

100. The NIAA 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 Staff Consultative Committee.

101. 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.

102. 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.

103. 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.

104. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

Non-ongoing employment

105. A non-ongoing employee is defined in the definitions section.

106. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this Agreement's terms, except:

106.1. personal/carer's leave accrual at clause 230;

106.2. redundancy provisions, subject to clause 107.

107. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clauses 477 to 511 will apply.

108. If the redundancy provisions apply to an employee under clause 107, the agency must adhere to the consultation requirements at clause 427 to 447 and 479 to 482.

Working hours

109. The ordinary hours of work for a full-time employee (other than a rostered employee) are 7 hours and 30 minutes a day, a total of 37.5 hours per week.

110. The default span of hours (bandwidth) during which an employee may work their ordinary hours is 7:00am to 7:00pm Monday to Friday. The bandwidth may be varied to an alternative period by agreement, in writing, between an employee and the CEO (delegate).

111. Standard attendance hours for full-time employees are 7 hours and 30 minutes from 8:30am to 12:30pm and 1:30pm to 5:00pm Monday to Friday. Standard attendance hours will apply:

111.1. if an employee and their manager cannot agree on a pattern of hours; or

111.2. if an employee's manager reasonably considers that the employee's attendance is unsatisfactory.

112. Employees will not normally be required to work for more than 10 hours on any 1 day. Employees should not work more than 5 consecutive hours without taking a break of at least 30 minutes.

113. Where an employee is required to work for more than 10 hours on any 1 day with limited notice, the CEO (delegate) will arrange for the provision of a meal, or reimburse the employee for the cost of a meal where no meal is provided.

114. Employees will be entitled to an 8 hour break plus reasonable travelling time before commencing work again. Where the CEO (delegate) directs an employee to work outside their agreed bandwidth or in excess of their rostered hours, and if the 8 hour break occurs during standard working hours, the employee will receive their normal salary during that period. Where the CEO (delegate) directs an employee to work outside their agreed bandwidth or in excess of their rostered hours and an 8 hour break is not possible due to operational requirements, the employee will be paid for subsequent periods of work at the overtime rate until the employee has taken an 8 hour break.

Emergency recall to duty

115. Where the CEO (delegate) directs an employee to return to duty to meet an emergency outside regular hours, and the employee has received no notification to return to duty prior to ceasing ordinary duty, the employee will be paid at the rate of double time for a minimum of two hours.

116. Employees will only be recalled in genuine emergency situations, where it is necessary for them to return to duty. Clause 115 does not apply to an employee who is paid restriction (on-call)

allowance or in circumstances more appropriately covered by overtime as outlined in clause 132.

Flex for APS 1-6 classifications

117. APS level employees must record their attendance in the NIAA's timekeeping system.
118. APS level employees including part-time employees, can access flextime. Flextime is not available to rostered employees or casual employees.
119. When an employee works more than their standard hours within their agreed bandwidth, they will accumulate a flex credit and when an employee works less than their standard hours within their agreed bandwidth, they will incur a flex debit.
120. Flex will be credited or debited on a one-for-one basis (i.e. 1 hour worked in addition to the employee's ordinary hours will result in 1 hour of flex credit).
121. An employee may carry a maximum flex credit of 1 week and a maximum flex debit of 1 day (based on the employee's ordinary hours of work) into the new settlement period.
122. An APS level employee who is directed to undertake duties outside of the agreed bandwidth will be eligible to receive overtime in accordance with clauses 132 to 136.
123. Subject to the agreement of their manager, an employee may:
 - 123.1. vary their pattern of attendance from time to time in order to meet personal needs,
 - 123.2. use flextime to enable a part or whole day absence.

Executive Level Time Off in Lieu (EL TOIL)

124. Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
125. 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 NIAA.
126. 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.
127. 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.
128. 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.
129. 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.
130. 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.

131. Executive Level employees are not eligible for overtime payments except in exceptional circumstances as determined by the CEO (delegate).

Overtime and restriction (on-call)

132. Overtime is:

132.1. where an APS level employee (other than rostered employees and casual employees) is directed to perform work outside the bandwidth as set out in clause 110; or

132.2. where an APS level rostered employee is directed to perform work in excess of their rostered hours or in excess of their weekly ordinary hours over a cycle of shifts; or

132.3. where an APS level casual employee is directed to perform work on any day beyond their rostered hours of duty on that day or in excess of 37.5 hours in a week or an average of 37.5 hours per week over a cycle of shifts (casual loading is not paid during periods of overtime).

133. Any time claimed for flextime purposes cannot be claimed as overtime and any time claimed for overtime cannot be claimed as flextime.

134. Where an eligible employee is directed to perform overtime for less than 1 hour, a minimum payment of 1 hour will be made. After the first hour, if less than a whole hour is worked, payment will be calculated at the nearest hour.

135. Overtime will include payment for reasonable travelling time to and from work where the overtime is not continuous with an employee's ordinary duty and the employee is required to attend the workplace. Overtime is not paid for other periods of travel, including official travel for business purposes.

136. Overtime will be paid on the following basis:

136.1. Monday to Friday – time and a half for the first 3 hours and double time for each hour thereafter;

136.2. Saturday – time and a half for the 3 hours and double time for each hour thereafter, subject to clause 135;

136.3. Sunday – double time, subject to clause 135;

136.4. Public Holiday – double time and a half, except for an employee whose base location for work purposes is South Australia and it is a public holiday solely because it is a Sunday under the Holidays Act 1910 (SA). Where a public holiday falls on a weekday, payment will consist of the employee's normal salary plus time and a half; and

136.5. Where a part time employee works additional hours within the bandwidth in accordance with clause 110, the hours will be paid at their ordinary base salary rate and will attract annual and personal/carer's leave accruals.

137. Clause 136.2 and 136.3 will not apply to an employee who has agreed to work on a weekend day as part of their standard hours. In this case, clause 136.1 will apply to any overtime hours worked on the weekend day.

Restriction (on-call) allowance

138. The CEO (delegate) may approve the provision of a restriction (on-call) allowance outlined at Attachment A to an individual or group of employees who have been directed to be contactable and available to be recalled to duty outside their agreed bandwidth.
139. If an employee is required to be on call for a period of less than 1 week in total, the employee will be paid 1/7 of the weekly on call allowance for each 24 hour period.
140. An employee can only be required to be on call for a maximum of 14 days in any 28 day period.
141. If an employee is on call and is recalled to duty by the CEO (delegate) to a place of work, the employee will be paid overtime at the applicable rate(s) in clause 136. A minimum payment of one (1) hour will apply if the employee is not recalled to physically attend a place of work.
142. Executive Level employees may, in certain circumstances, be eligible for payment of an on call allowance as determined by the CEO (delegate).
143. If an Executive Level employee is recalled to work by the CEO (delegate) they will receive access to TOIL or in exceptional circumstances may receive overtime payment.

Shift work

144. A rostered employee is an employee who is regularly rostered to work ordinary hours outside the bandwidth of 7:00am to 7:00pm Monday to Friday, including on Saturdays, Sundays or public holidays.
145. A rostered employee will be entitled to the following penalty rates when required to perform ordinary duties at the relevant time.

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

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

Flexible working arrangements

147. The NIAA, employees and their union recognise:
- 147.1. 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;
 - 147.2. access to flexible work can support strategies to improve diversity in employment and leadership in the APS;

147.3. 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;

147.4. that flexibility applies to all roles in the NIAA, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and

147.5. requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.

148. The NIAA is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the NIAA at all levels. This may include developing and implementing strategies through the Staff Consultative Committee.

149. 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

150. The following provisions do not diminish an employee's entitlement under the NES.

151. An employee may make a request for a formal flexible working arrangement such as compressed hours, working from home or an alternative location, working part-time or job sharing.

152. The request must:

152.1. be in writing;

152.2. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and

152.3. 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.

153. The CEO (delegate) must provide a written response to a request within 21 days of receiving the request.

154. The response must:

154.1. state that the CEO (delegate) approves the request and provide the relevant detail in clause 155; or

154.2. if following discussion between the NIAA 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

154.3. state that the CEO (delegate) refuses the request and include the following matters:

154.3.1. details of the reasons for the refusal; and

154.3.2. set out the NIAA's particular business grounds for refusing the request, explain how those grounds apply to the request; and

154.3.3. either:

a) 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

b) state that there are no such changes; and

154.4. 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 sections 65B and 65C of the FW Act.

155. Where the CEO (delegate) approves the request this will form an arrangement between the agency and the employee. Each arrangement must be in writing and set out:

155.1. any security and work health and safety requirements;

155.2. a review date (subject to clause 160); and

155.3. the cost of establishment (if any).

156. The CEO (delegate) may refuse to approve the request only if:

156.1. the NIAA has discussed the request with the employee; and

156.2. the NIAA 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

156.3. the NIAA and the employee have not reached such an agreement; and

156.4. the NIAA has had regard to the consequences of the refusal for the employee; and

156.5. the refusal is on reasonable business grounds.

157. Reasonable business grounds include, but are not limited to:

157.1. the new working arrangements requested would be too costly for the NIAA;

157.2. there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;

157.3. it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;

157.4. the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;

157.5. the new working arrangements requested would be likely to have a significant negative impact on customer service; and

157.6. 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.

158. For First Nations employees, the NIAA must consider connection to country and cultural obligations in responding to requests for altering the location of work.

159. Approved flexible working arrangements will be reviewed by the NIAA 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

160. An employee may request to vary an approved flexible working arrangement in accordance with clause 152. An employee may request to pause or terminate an approved flexible working arrangement.

161. The CEO (delegate) may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 163.

162. The Agency 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.

163. Prior to the CEO (delegate) varying, pausing or terminating the arrangement under clause 161 the NIAA must have:

163.1. discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;

163.2. 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);

163.3. had regard to the consequences of the variation, pause or termination for the employee;

163.4. ensured the variation, pause or termination is on reasonable business grounds; and

163.5. informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 154.3.

Working from home

164. The NIAA 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.

165. The NIAA will meet reasonable costs of supplying and maintaining necessary equipment and materials, where the CEO (delegate) approves an employee to work from home and deems the equipment as being necessary.

166. An employee working from home is covered by the same employment conditions as an employee working at an office site under this Agreement.

167. The NIAA will provide employees with guidance on working from home safely.

168. Employees will not be required by the NIAA 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 NIAA will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad-hoc arrangements

169. 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.
170. Employees should, where practicable, make the request in writing and provide as much notice as possible.
171. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 150 to 159.
172. The NIAA 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.
173. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the NIAA should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering span of hours

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

Employees with caring responsibilities

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

Part-time work

176. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
177. Employees engaged on a part-time basis will not be compelled to convert to full-time employment. The CEO (delegate) will not unreasonably refuse a part-time employee's request to revert to full time hours.
178. Remuneration and other employment conditions are calculated on a pro-rata basis for part-time employees, other than long service leave which is calculated according to the *Long Service Leave Act (Commonwealth Employees) 1976*, and unpaid leave entitlements as provided for in the NES. For reimbursable allowances/expenses, part-time employees receive the same amount as full-time employees.
179. A part-time employee will normally be required to work at least 3 consecutive hours on their nominated workdays. The pattern of working hours and any variations to the arrangements will be agreed in writing.
180. An APS level part-time employee who at the direction of the CEO (delegate) undertakes additional hours on a day will:

180.1. for additional hours within the bandwidth – may elect to accrue flextime or be paid at their ordinary base salary rate; and

180.2. for additional hours outside the bandwidth – be paid overtime at the applicable rate.

Christmas closedown

181. The NIAA ceases normal operations from the close of business on the last working day before Christmas Day, recommencing on the first working day after New Year's Day.

182. 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.

183. An APS level employee who is required to work on an ordinary working day between Christmas Day and New Year's Day will receive payment at the applicable overtime rate for all hours worked on that day (or additional provisions outlined at clauses 115 and 116). An EL employee may request to receive an overtime payment or to have an equivalent period of time off in lieu in accordance with clause 131.

184. Rostered employees required to work between Christmas and New Year's Day will be entitled to a substitute day off in lieu for each ordinary working day they are rostered on.

Public holidays

185. Employees are entitled to the following holidays each year as observed at their usual work location (as outlined in clauses 17 and 189) in accordance with the FW Act:

185.1. 1 January (New Year's Day);

185.2. 26 January (Australia Day);

185.3. Good Friday and the following Monday;

185.4. 25 April (Anzac Day);

185.5. 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);

185.6. 25 December (Christmas Day);

185.7. 26 December (Boxing Day); and

185.8. 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.

186. 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.

187. An employee may refuse, on reasonable grounds, a request to work on a public holiday.

188. The CEO (delegate) 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.

189. The CEO (Delegate) and employee may agree to vary the usual work location through an approved formal flexible work arrangement. Unless otherwise agreed, where a 100% remote work arrangement is in place, the remote address will become the usual work location for public holiday purposes.
190. The CEO (delegate) 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.
191. 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.
192. 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.)
193. Where an employee is on paid personal/carer's leave or annual leave at full or half pay on both sides of the public holiday, payment for the public holiday will be made at the employee's full rate of pay.
194. 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 185.
195. An employee, who is absent on a day or part day that is a public holiday in their usual location of work, 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.
196. 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 (delegate) 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

General

Unauthorised absence

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

Leave at half pay

199. In accordance with the terms of this Agreement employees may utilise annual leave, personal/carer's leave, long service leave, paid parental leave at half pay. When a paid leave entitlement is accessed at half pay (as applicable), half the amount of leave actually taken at half pay will be deducted from the employee's leave balance.

Portability of leave

200. Where an employee moves into the NIAA 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.
201. Where an employee is engaged in the NIAA 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.
202. Where an employee is engaged as an ongoing employee in the NIAA, 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.
203. 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.
204. Where an employee is engaged as an ongoing employee in the NIAA, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 201), the CEO (delegate) will recognise any unused accrued personal/carer's leave at the employee's request. 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. The CEO (delegate) will advise the employee of the ability to make this request.
205. Where an employee is engaged as an ongoing employee in the NIAA, and immediately prior to the engagement the person was employed by a State or Territory Government, the CEO

(delegate) may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.

206. For the purposes of clauses 200 to 205, an employee with a break in service of less than 2 months is considered to have continuity of service.

207. In accordance with the Long Service Leave (Commonwealth Employees) Act 1976, an employee who has prior or previous service with Commonwealth or State Governments, authorities or instrumentalities may be eligible to have that service recognised for the purpose of the crediting of long service leave provided the employee hasn't had a break in continuity greater than 12 months.

Re-crediting of leave

208. When an employee is on:

- annual leave;
- purchased leave;
- defence reservist leave;
- First Nations ceremonial leave;
- NAIDOC leave;
- cultural leave; or
- long service leave; and

becomes eligible for, under legislation or this Agreement:

- personal/carer's leave;
- compassionate or bereavement leave;
- jury duty;
- emergency services leave;
- leave to attend to family and domestic violence circumstances; or
- parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

209. 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.

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

Annual leave

211. A full-time employee is entitled to four weeks (20 days) paid annual leave for each year of service. Annual leave:

211.1. is credited daily;

- 211.2. accrues on a pro-rata basis for part-time employees; and
- 211.3. counts as service for all purposes.
212. Annual leave may be accessed any time subject to prior approval from the CEO (delegate).
213. Subject to clause 222, an employee may, with approval from the CEO (delegate), take some or all of their annual leave at half pay.
214. An employee may, with approval from the CEO (delegate), elect to cash out some or all of their annual leave down to a minimum balance of four weeks. Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the CEO (delegate) and the employee.
215. Where an employee elects to cash out annual leave in accordance with clause 214, they must cash out a minimum of one week per occasion. Payment for the cash out of annual leave will be made at the rate that would have been payable had the employee taken the leave.
216. An employee may only elect to cash out annual leave if they have taken at least one week annual leave or long service leave in the preceding 12 months.
217. Where a rostered employee performs ordinary duties outside of the bandwidth of 7:00am to 7:00pm, Monday to Friday and on at least 1 day on Saturday or Sunday, for an ongoing or fixed period, the employee will be entitled to 5 weeks of paid annual leave for each year of service.

Excess annual leave

218. An annual leave balance is excess if an employee has more than 40 days credit.
219. Where employees have excess annual leave, they must agree on a plan with their manager to take reasonable breaks from work and reduce the excess balance to 40 days or below. Consideration should be given to individual circumstances, such as if the employee is planning to take a large period of annual leave in the near future.
220. If agreement cannot be reached, the CEO (delegate) may direct an employee to take one or more periods of annual leave to reduce the balance to 40 days or below within a reasonable period taking into account the leave balance. The direction will be in writing and provide at least one months' notice.
221. An employee may not be directed to take annual leave where the employee:
- 221.1. has applied for more than two weeks of annual leave in the previous six month period and the application was not approved or the employee was recalled to duty;
 - 221.2. is following a leave management plan in accordance with clause 219, which has been agreed by the manager; or
 - 221.3. the employee is on a graduated return to work program following absence from the workplace on compensation leave.
222. Employees who have excess leave credits will not generally be approved to utilise annual leave at half pay, unless exceptional circumstances apply.
223. Employees who have excess leave credits may request to cash out annual leave in order to reduce credits, subject to conditions set out in clauses 214 to 216.

224. Employees may seek additional assistance from People Branch to finalise an agreement under clause 219 or where they consider a direction under clause 220 is not reasonable.

Purchased leave

225. Employees may purchase up to 8 weeks additional leave within a 12 month period.

226. Purchased leave, once granted may be accessed any time subject to approval from the CEO (delegate).

227. Purchased leave must be taken at full pay, generally for a period of at least five consecutive days (or pro rata for part-time employees).

228. Purchased leave is funded by salary deductions spread evenly over a 12 month repayment period, or for a non-ongoing employee, over the life of their non-ongoing contract.

229. Deductions will be adjusted to reflect changes in salary during the repayment period. A reconciliation will be undertaken at the end of the repayment period, or on cessation of employment to determine any refund where leave was purchased but not taken, or any further payments required for leave taken but not paid for.

Personal/carer's leave

230. Employees are entitled to 18 days paid personal/carer's leave (pro-rata for part-time employees) for each year of service with NIAA, which will be credited as follows:

230.1. a newly engaged ongoing employee will receive 18 days credit on commencement. After the first 12 months, the employee's leave will accrue and be credited daily;

230.2. existing ongoing NIAA employees will accrue and be credited daily from their first accrual date following commencement of this Agreement;

230.3. ongoing APS employees moving to NIAA will be accrued and credited daily from commencement; and

230.4. non-ongoing employees will be credited up to 18 days leave upon commencement with the NIAA, pro-rated based on the employee's initial contract period. After the initial contract period or 12 months, whichever is shorter or where the employee has existing personal/carer's leave entitlements, leave will accrue and be credited daily.

231. Unused personal/carer's leave will accrue from year to year but will not be paid out on separation.

232. The NIAA will provide transitional arrangements until 1 January 2026 for the accrual of personal/carer's leave where an employee:

232.1. has, or cares for someone with, a chronic condition or other ongoing illness; or

232.2. is recovering from surgery; or

232.3. is pregnant; or

232.4. is returning from parental leave or has a child commencing day care;

and, as a result of the transition to daily accrual of personal/carer's leave, does not have sufficient credit to cover an absence for which they would otherwise be able to take

personal/carer's leave, the CEO (delegate) will advance the employee's accrual up to the 12 month anniversary when their leave would otherwise be credited.

233. An employee is entitled to take personal/carer's leave:

233.1. due to personal illness or injury;

233.2. to attend appointments with a registered health practitioner;

233.3. to manage a chronic condition; and/or

233.4. to provide care or support for a family member (including a household member) or a person they have caring responsibilities for, because:

233.4.1. of a personal illness or injury affecting the person; or

233.4.2. of an unexpected emergency affecting the other person.

234. A person that an employee has caring responsibilities for may include a person of any age who needs care because they:

234.1. have a medical condition, including when they are in hospital;

234.2. have a mental illness;

234.3. have a disability;

234.4. are frail or aged; and/or

234.5. are a child, not limited to a child of the employee.

235. An employee's accrual of personal/carer's leave will be reduced proportionately where a period or cumulative periods of leave without pay that does not count as service exceeds 30 days within a 12 month period.

236. Evidence may be requested after more than three consecutive days' absence. Acceptable evidence includes:

236.1. a certificate from a registered health practitioner;

236.2. a statutory declaration; or

236.3. or other supporting evidence acceptable to the CEO (delegate).

237. Employees (including casual employees) are entitled to 2 days' unpaid carer's leave per occasion in accordance with the FWA.

238. An employee cannot take unpaid carer's leave if the employee could instead take paid personal/carer's leave.

239. In exceptional situations the CEO (delegate) may grant an employee who has used all of their personal/carer's leave credits additional personal/carer's leave on half pay. The employee must provide supporting evidence.

240. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.

Long service leave

241. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
242. 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 at clauses 208 to 210.

Miscellaneous leave

243. Miscellaneous leave may be granted with or without pay for a purpose not provided for elsewhere in this Agreement.
244. Unless otherwise determined by the CEO (delegate):
- 244.1. a period of miscellaneous leave with pay will count as service for any purpose; and
 - 244.2. a period or cumulative periods of miscellaneous leave without pay which exceed 30 days within a 12 month period will not count as service for any purpose unless required by legislation, or where leave is approved in accordance with clause 252 and 258. Service for long service leave purposes will be determined in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
245. Applications for miscellaneous leave are considered subject to the operational requirements of the NIAA and on a case by case basis. Appropriate supporting evidence, relevant to the request, is to be provided with the application.
246. Unless the CEO (delegate) determines otherwise, miscellaneous leave without pay will not be granted until all forms of appropriate paid leave are exhausted.
247. Casual employees may be provided with paid miscellaneous leave for the purposes of family and domestic violence support and otherwise by Government directive.

Cultural, ceremonial and NAIDOC leave

NAIDOC leave

248. Employees may access up to one day of paid leave per calendar year to participate in NAIDOC week activities.
249. NAIDOC leave can be taken in part days.

First Nations ceremonial leave

250. 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.
251. The CEO (delegate) may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
252. Subject to CEO (delegate) approval, First Nations employees may access up to a total of 2 months leave without pay per annum to fulfil cultural obligations, which will count as service.

253. First Nations ceremonial leave can be taken as part days.
254. First Nations ceremonial leave is in addition to compassionate and bereavement leave.
255. In addition, employees may purchase or access other leave types and/or request flexible working arrangements in accordance with the terms of this Agreement to meet additional cultural or ceremonial obligations.

Cultural leave

256. Employees may access 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.
257. The CEO (delegate) may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
258. Subject to CEO (delegate) approval, employees may access up to a total of 2 months leave without pay per annum to fulfil cultural obligations, which will count as service.
259. Cultural leave can be taken as part days.
260. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 250.

Parental leave

261. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
262. 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 non-ongoing 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.
263. 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.
264. 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

265. An employee is entitled to parental leave with pay as per clauses 267, 269 and 272 below 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.
266. Employees newly engaged in the Agency or who have moved to NIAA from another APS agency are eligible for the paid parental leave in clauses 267, 269 and 272 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 267 and 269, the balance is available to the employee.

267. 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 1 below.

268. Table 1: 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

269. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in Table 2 below.

270. Table 2: 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

271. 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.

272. 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.

273. 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

274. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this Agreement for adoption, traditional adoption or long-term foster care, provided that the child:

274.1. is under 16 as at the day (or expected day) of placement;

274.2. 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

274.3. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

275. 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.

276. Documentary evidence will not be required when applying for parental leave for adoption or long-term foster carer purposes under traditional adoption.

Stillbirth

277. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.

278. A stillborn child is a child:

278.1. who weighs at least 400 g at delivery or whose period of gestation was 20 weeks or more; and

278.2. who has not breathed since delivery; and

278.3. whose heart has not beaten since delivery.

Pregnancy loss leave

279. 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.

280. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this Agreement.

Premature birth leave

281. 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

282. 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 281 until after the legislated paid maternity leave is used.

Compassionate leave

283. Employees will be eligible for 3 days paid compassionate leave on each occasion when:

283.1. 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

283.2. the employee or their partner has a miscarriage.

284. An employee may be asked to provide evidence to support their absences on compassionate leave.

285. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.

286. For casual employees, compassionate leave is unpaid.

Bereavement leave

287. Employees will be eligible for 3 days paid bereavement leave on each occasion when:

287.1. a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or

287.2. a child is stillborn, where the child was a member of their family (including a member of their household).

288. An employee may be asked to provide evidence to support their absences on bereavement leave.

289. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.

290. For casual employees, bereavement leave is unpaid.

Emergency response leave

291. 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:

291.1. the time engaged in the activity;

291.2. reasonable travelling time; and

291.3. reasonable recovery time.

292. 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 (delegate) may provide additional emergency response leave with pay.

292.1. for the purposes of this clause, full rate of pay is to be as if the employee was at work.

293. Paid leave may be refused where the employee's role is essential to the NIAA's response to the emergency.

294. 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.

295. The CEO (delegate) may approve reasonable paid or unpaid leave for ceremonial duties and training.

296. Emergency response leave, with or without pay, will count as service.

Jury duty

297. 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.

298. 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.

298.1. for the purposes of this clause, full rate of pay is to be as if the employee was at work.

299. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.

300. 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 NIAA for the period of absence. This will be administered in accordance with the overpayments clause.

Volunteer leave

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

Defence reservist leave

302. The CEO (delegate) will give an employee leave with or without pay to undertake:

302.1. Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and

302.2. Australian Defence Force Cadet obligations.

303. An employee who is a Defence Reservist can take leave with pay for:

303.1. up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and

303.2. an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).

304. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.

305. An employee who is an 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:

305.1. Australian Navy Cadets;

305.2. Australian Army Cadets; and

305.3. Australian Air Force Cadets.

306. In addition to the entitlement at clause 303, 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.

307. Paid defence reservist leave counts for service.

308. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.

309. Unpaid leave taken over 6 months counts as service, except for annual leave.

310. An employee will not need to pay their tax free ADF Reserve salary to the NIAA for any reason.

Defence service sick leave

311. 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:

311.1. warlike service; or

311.2. non-warlike service.

312. An eligible employee can get 2 types of credits:

312.1. an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:

- they start employment with the APS; or
- DVA certifies the condition; and

312.2. an annual credit of 3 weeks (15 days) defence service sick leave.

313. 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.

314. Unused annual credits can be built up to 9 weeks.

315. An employee cannot use annual credits until the initial credit is exhausted.

316. Defence service sick leave is paid and counts as service for all purposes.

Leave to attend proceedings

317. 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.

318. An employee who is not covered under clause 317, 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 NIAA.
319. An employee may otherwise be granted paid or unpaid miscellaneous leave by the CEO (delegate) 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.
320. The CEO (delegate) 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

321. 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.
322. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

Vaccinations

323. The NIAA will offer annual influenza vaccinations at no cost to all employees.
324. Where the NIAA 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

325. Employees, and their families 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 NIAA and will be accessible on paid time.

Respect at work

Principles

326. The NIAA values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The NIAA recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
327. The NIAA 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*.

Consultation

328. 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

329. The NIAA will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
330. The NIAA recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
331. Family and domestic violence support, including paid leave, are available to all employees covered by this Agreement.

332. An employee experiencing family and domestic violence support 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:
- 332.1. illness or injury affecting the employee resulting from family and domestic violence;
 - 332.2. 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;
 - 332.3. providing care or support to a family member (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;
 - 332.4. making arrangements for the employee's safety, or the safety of a close relative;
 - 332.5. accessing alternative accommodation;
 - 332.6. accessing police services;
 - 332.7. attending court hearings;
 - 332.8. attending counselling; and
 - 332.9. attending appointments with medical, financial or legal professionals.
333. 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.
334. 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.
335. Where an employee does not feel comfortable discussing their absence with their manager, they may contact People Branch who can approve the absence. A person acting on behalf of an employee may also contact the employee's manager or the People Branch to advise them of an absence.
336. These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.
337. 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.
338. 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.
339. Evidence may be requested to support the NIAA 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 NIAA will require, unless the employee chooses to provide another form of evidence.
340. 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.

341. The NIAA will take all reasonable measures to treat information relating to family and domestic violence confidentially. The NIAA will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the NIAA may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
342. Where the NIAA needs to disclose confidential information for purposes identified in clause 341, where it is possible the NIAA will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
343. The NIAA 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.
344. 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.
345. The NIAA 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.
346. 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

347. The NIAA 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 NIAA decisions.
348. 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.
349. Employees can, during their ordinary work hours, take time to:
- 349.1. 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
 - 349.2. attend NIAA mandated training about integrity.

First Nations cultural competency training

350. The NIAA 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.
351. 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.

352. Wherever possible, training outlined at clause 350 and 351 will be offered as face to face training.

Lactation and breastfeeding support

353. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.

354. The NIAA will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 355. In considering whether a space is appropriate, an agency should consider whether:

354.1. there is access to refrigeration;

354.2. the space is lockable; and

354.3. there are facilities needed for expressing, such as appropriate seating.

355. Where it is not practicable for an NIAA site to have a designated space, a flexible approach will be taken so that the employee can access the support required.

356. The NIAA will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.

357. 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.

358. The provisions in clauses 353 to 357 will include Aboriginal and Torres Strait Islander women who are involved in communal breastfeeding arrangements.

359. Further information is available in policy.

Disaster support

360. 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 (delegate) will consider flexible working arrangements to assist the employee to perform their work.

361. Where flexible working arrangements are not appropriate, the CEO (delegate) 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.

362. In considering what period of leave is appropriate, the CEO (delegate) will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth authorities.

Section 8: Performance and development

Performance management

363. NIAA is committed to maximising every employee's ability to contribute to the achievement of NIAA's goals and objectives. NIAA will maintain a performance framework that provides managers and employees with guidance on discussing and establishing individual performance expectations that align with the NIAA's goals and objectives.
364. All employees will participate in the NIAA's performance framework.
365. Expectations outlined in individual plans will be realistic, achievable and measurable outlining deliverables (expectations in completing assigned tasks), behaviours and other mandatory requirements such as mandatory learning activities.
366. All managers and employees are responsible and accountable for the effective operation of the framework including helping to develop individuals, improving team performance, and addressing any identified performance which is less than effective.
367. The framework will focus on regular ongoing conversations between managers and employees throughout a 12 month cycle.
368. The framework and conversations should identify and facilitate specific training and other support that may assist the employee to ensure the employee has every reasonable opportunity to meet the expected performance standard in their current role and also to assist their professional development.

Performance improvement

369. Managers must ensure employees receive timely feedback, as soon as changes to performance are observed, at any time during the performance cycle.
370. When a lapse in performance occurs or an employee is not meeting expectations, the employee will receive feedback to ensure they are aware of the concerns. This should include:
- 370.1. the specific expectations that are not being fully met;
 - 370.2. how the manager and others will support the employee to improve; and
 - 370.3. the time period that will be used to develop and improve overall performance.
371. The framework will provide a template to assist the employee to improve performance to the required standard.
372. Where the employee continues to not meet expectations following a reasonable and agreed period of time to improve using the template outlined in clause 371, they will be required to enter into a Performance Improvement Plan (PIP).
373. A PIP will be jointly developed by the manager and employee and should include:
- 373.1. a statement of the specific area or areas requiring improvement;
 - 373.2. clear and measurable expectations;
 - 373.3. a timeframe and method for assessment;

- 373.4. details of how regular and appropriate feedback will be provided; and
- 373.5. any relevant training or development that may be appropriate.
374. When developing a PIP, a manager will seek input from the employee regarding any barriers they may be experiencing in meeting the expectations.
375. Policies relating to fitness for duty will apply to an employee where their performance is not effective due to a medical condition.
376. During the course of a PIP:
- 376.1. employees may appoint a representative or support person to accompany them to meetings. A representative for the purpose of this clause may be a union representative;
 - 376.2. all actions to improve an employee's performance must be documented and provided to the employee; and
 - 376.3. unless directed otherwise in accordance with this Agreement, employees will continue to have access to all employment conditions, including flexible working arrangements.
377. Where performance has improved to be consistently meeting expectations, the manager and the employee will agree on continuing expectations under the usual processes outlined in the performance framework. The manager will include a plan for assisting the employee to sustain the improved performance. No further action will be undertaken in relation to the PIP process, subject to sustained performance over the following 12 months.
378. If the required performance standard has not been achieved within the defined PIP timeframe, the CEO (delegate) will advise the employee of the findings and any actions proposed consistent with the PS Act, that is:
- 378.1. reassignment of duties; or
 - 378.2. reduction in salary or classification; or
 - 378.3. termination of employment.
379. Further information about performance management and performance improvement is outlined in NIAA's policies and procedures.

Workloads

380. The NIAA 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 NIAA 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 NIAA 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 NIAA and/or the broader APS may be eligible for:

383.1. reimbursement of up to \$7,000 per financial year for approved course fees; and/or

383.2. paid study leave of up to 6 hours per week.

384. Employees who have been granted leave without pay (miscellaneous leave) to undertake full time undergraduate or post-graduate study in a field directly relevant to NIAA and/or the broader APS may be eligible to receive upfront financial study assistance up to \$7,000 per financial year for the cost of the study.

385. Any employee receiving upfront financial assistance may be required to enter into a return of service agreement. This Agreement enables NIAA to seek reimbursement of the upfront payment on a sliding scale if the employee does not return to active service with the APS or leaves the APS within 12 months of returning to active service.

386. In addition to the financial assistance and leave available under clause 383, Aboriginal and Torres Strait Islander employees may access up to an additional 6 hours paid study leave per week.

387. NIAA may also, subject to CEO (delegate) approval, cover fees for Aboriginal and Torres Strait Islander employees for study to obtain entry into a tertiary institution and a qualification at a tertiary level.

Learning and development

388. The Agency is committed to learning and development and will provide employees with programs to enhance their skills and knowledge, relevant to the capability needs of the Agency. Employees and their managers are jointly responsible for identifying individual capability needs and opportunities that meet the personal development needs of the employee and the operational/business needs of NIAA.

Professional qualifications

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

Section 9: Travel and location-based conditions

Travel

Travel time

390. In organising and approving travel, managers shall be flexible in accommodating the needs of individuals and should take into account family responsibilities, personal circumstances and other relevant factors that may affect the employee's ability to travel. Except where travel is an inherent requirement of a role, employees may decline requests to travel without detriment.
391. Time spent travelling for official business will be considered ordinary hours of duty for the purposes of clause 117 to 123 (Flextime) and clause 124 to 131 (EL toil), including time in transit.
392. For the avoidance of doubt, clause 391 does not apply to duty performed in the destination, which is unrelated to the actual travel process. In these circumstances, normal working hours provisions apply, including overtime if applicable.
393. In exceptional circumstances and with prior approval, overtime as outlined in clause 132 to 137 may be provided.
394. Where an employee falls ill while travelling, they will be entitled to:
- 394.1. an early return to their home location through NIAA provided travel; or
 - 394.2. where the employee is deemed medically unfit to travel, the NIAA will pay for reasonable accommodation costs until the employee has medical approval to travel. The employee will remain eligible to use their credit card for meals and incidental expenses as outlined in clause 398 until they receive medical approval and return travel will then be provided by the NIAA.

Travel Expenses

395. All official domestic travel bookings for flights, accommodation and car hire must be made through the relevant NIAA travel system.
396. Where the accommodation system is unable to arrange accommodation in the relevant locality, an employee may request approval to book and pay for accommodation using their Australian Government Credit Card.
397. Employees may choose to stay with friends or family while travelling for official business. However, no payment will be made for accommodation in these circumstances.
398. Employees will be provided with an Australian Government Credit Card which should be used to pay reasonable out of pocket expenses for meals, taxis or similar ground transport and incidentals while on official travel.
399. Expenses will be consistent with Table 2 of the Australian Taxation Office Guidance on Reasonable Travel expenses as amended by the ATO from time to time to ensure that all staff have the same entitlements regardless of classification.
400. Where it is impractical to use the Australian Government Credit Card, a travel allowance may be approved by the CEO (delegate) for reasonable out of pocket expenses. Where practicable such an allowance will be paid in advance of undertaking the travel.

401. The CEO (delegate) may authorise the payment of airline lounge membership fees for an employee who needs access to an airline lounge for work purposes. Other employees may purchase a membership at NIAA's discounted corporate rate.
402. The CEO (delegate) may approve an employee to use a private vehicle for official purposes where the CEO (delegate) considers that this will result in greater efficiency or involve less expense for NIAA. If an allowance is approved it will be paid at the rate set by the Australian Taxation Office and, where practicable, paid in advance of undertaking the travel. An allowance is not payable under this clause if expenses are paid for by NIAA.
403. Employees may also be entitled to camping allowance as outlined at clause 67 and/or carer's assistance as outlined at clause 175.

Relocation assistance

404. Where an APS employee is required to relocate at the request of the NIAA (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.
405. Where an employee is required to relocate on engagement with the NIAA, the employee will be provided with financial relocation assistance.
406. Reasonable relocation assistance includes:
- 406.1. the cost of transport of the employee, their partner and dependants by the most economical means;
 - 406.2. removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
 - 406.3. the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
 - 406.4. the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
407. Additional relocation assistance may be considered by CEO (delegate) discretion.
408. Where an employee relocates to a remote locality at the request of the Agency and receives relocation assistance under clauses 404 to 407 (or received relocation assistance prior to the commencement of this Agreement), and after a period of not less than three years wishes to relocate to an alternative geographical location, they may request financial relocation assistance to facilitate the move.

Remote localities

409. The CEO (delegate) may approve remote locality assistance as set out in this section.
410. Remote locality assistance is not paid pro-rata in respect of part-time employees.
411. Remote locality allowance is payable to a casual employee on a pro-rata basis. Casual employees are not entitled to remote locality leave fares or additional annual leave.
412. For the purposes of this section, a "remote locality" is a locality included at Attachment C.

413. If NIAA requires an employee to be stationed in a locality during the life of this Agreement, and:

413.1. that locality is not included in Attachment C; or

413.2. circumstances may have changed the applicable grade for that locality,

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

Remote locality allowance

414. A remote locality allowance is payable fortnightly to an employee stationed at a designated remote locality. There is no minimum duration of time to be stationed at the locality before the allowance can apply. The allowance rates are outlined at Attachment A.

Remote locality leave fare

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

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

416. For the purposes of Remote Locality Allowance and Leave Fares Assistance an eligible dependant is a dependant (as outlined in the definitions) who:

416.1. for the previous 12 months had ordinarily resided with the employee in the remote locality; and

416.2. has an income, if any, less than the applicable minimum wage.

417. No more than two remote locality leave fares may be held in credit at any one time. Remote locality leave fares cannot be cashed out and cannot be transferred if an employee moves to another location that is not remote. Remote locality leave fares will not be paid out on termination of employment.

418. For the purposes of the remote locality leave fare, employees will be reimbursed for travel undertaken by the employee and each eligible dependant and/or partner of the employee, up to the lesser amount of:

418.1. return airfare(s) based on the lowest practical fare from the designated remote locality to the nearest capital city in that State (with Adelaide being deemed to be the nearest capital city for Northern Territory);

418.2. return airfare(s) for the actual travel undertaken; or

418.3. motor vehicle allowance for the car travel undertaken.

(for the purposes of this clause 418, the lowest practical fare will be determined by reviewing the NIAA's contracted travel provider for travel after 7am on the day that the employee undertakes the travel).

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

420. Where applicable and subject to the provisions of clause 418, an employee may book their flight directly through the NIAA travel system, in which case a reimbursement will not be made under clause 418.

Additional annual leave for remote localities

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

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

Grandfathering provisions

422. If, immediately before the commencement of this Agreement, an employee was in receipt of payment of Remote Localities Assistance as set out in clauses 485 – 492 of the DEEWR EA, the employee will continue to receive the Remote Localities Assistance while they remain employed by NIAA in the relevant location. An employee may elect in writing at any time to receive the remote locality entitlements in accordance with clauses 414 to 421 of this Agreement instead of the Remote Localities Assistance set out in clauses 485 – 492 of the DEEWR EA. An election to receive the remote localities entitlements under clauses 414 to 421 of this Agreement is final, and the employee will be permanently ineligible from receiving the Remote Localities Assistance as set out in the DEEWR EA.

423. Allowances associated with grandfathering provisions in clause 422 are not indexed.

Emergency, medical or compassionate travel

424. Where:

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

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

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

425. The Agency will not cover travel costs if they are already covered by another means, such as through insurance or a Government subsidy.

426. Where an employee receives fare reimbursement under clause 424 for themselves or a dependant, reimbursement of reasonable accommodation costs associated with the travel may also be approved where it is not possible to return to the remote locality on the same day and the evidence provided supports such a requirement.

Section 10: Consultation, representation and dispute resolution

Consultation

Principles

427. 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.

428. The NIAA recognises:

428.1. the importance of inclusive and respectful consultative arrangements;

428.2. employees and the relevant union(s) should have a genuine opportunity to influence decisions;

428.3. 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;

428.4. consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and

428.5. the benefits of employee and union involvement and the right of employees to be represented by their union.

429. Genuine and effective consultation involves:

429.1. providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;

429.2. providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;

429.3. considering feedback from employees and the relevant union(s) in the decision-making process; and

429.4. advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

When consultation is required

430. Consultation is required in relation to:

430.1. changes to work practices which materially alter how an employee carries out their work;

430.2. changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);

430.3. major change that is likely to have a significant effect on employees;

430.4. implementation of decisions that significantly affect employees;

430.5. changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this Agreement); and

430.6. other workplace matters that are likely to significantly or materially impact employees.

431. The NIAA, 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

432. This clause applies if the NIAA:

432.1. 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

432.2. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

433. 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.

434. The NIAA must recognise the representative if:

434.1. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

434.2. the employee or employees advise the employer of the identity of the representative.

Major change

435. In this clause, a major change is likely to have a significant effect on employees if it results in, for example:

435.1. the termination of the employment of employees; or

435.2. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

435.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

435.4. the alteration of hours of work; or

435.5. the need to retrain employees; or

435.6. the need to relocate employees to another workplace; or

435.7. the restructuring of jobs.

436. The following additional consultation requirements in clause 437 to 442 apply to a proposal to introduce a major change referred to in clause 430.3.

437. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 431. Where practicable, an NIAA 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.

438. The NIAA must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.

439. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 431, the NIAA must:

439.1. discuss with affected employees and relevant union(s) and/or other recognised representatives:

439.1.1. the proposed change:

439.1.2. the effect the proposed change is likely to have on the employees; and

439.1.3. proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and

439.2. for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:

439.2.1. all relevant information about the proposed change, including the nature of the change proposed; and

439.2.2. information about the expected effects of the proposed change on the employees; and

439.2.3. any other matters likely to affect the employees.

440. The NIAA 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.

441. However, the NIAA is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.

442. 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 NIAA, the requirements set out in clauses 437 to 441 are taken not to apply.

Change to regular roster or ordinary hours of work

443. The following additional consultation requirements in clause 444 to 446 apply to a proposal to introduce a change referred to in clause 430.5.

444. The NIAA must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.

445. As soon as practicable after proposing to introduce the change, the NIAA must:

445.1. discuss with employees and the relevant union(s) and/or other recognised representatives:

445.1.1. the proposed introduction of the change; and

445.2. for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:

445.2.1. all relevant information about the proposed change, including the nature of the proposed change; and

445.2.2. information about what the employer reasonably believes will be the effects of the proposed change on the employees; and

445.2.3. information about any other matters that the employer reasonably believes are likely to affect the employees; and

445.3. 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 NIAA is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.

446. The NIAA 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

447. 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

448. The NIAA maintains a staff consultative committee to discuss relevant workplace matters.

449. The NIAA Staff Consultative Committee will continue to 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

450. The CEO (delegate) 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

451. If a dispute relates to:

451.1. a matter arising under the agreement; or

451.2. the National Employment Standards;

this term sets out procedures to settle the dispute.

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

453. 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.

454. 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.

455. 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 454 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

456. The Fair Work Commission may deal with the dispute in 2 stages:

456.1. 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

456.2. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

- arbitrate the dispute; and
- 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 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 Act. Therefore, an appeal may be made against the decision.

457. While the parties are attempting to resolve the dispute using the procedures in this term:

457.1. an employee must continue to perform their work as they would normally in accordance with established custom and practice at the NIAA that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and

457.2. subject to clause 457.1, 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:

457.2.1. the work is not safe; or

457.2.2. applicable work health and safety legislation would not permit the work to be performed; or

457.2.3. the work is not appropriate for the employee to perform; or

457.2.4. there are other reasonable grounds for the employee to refuse to comply with the direction.

458. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

459. Any disputes arising under the NIAA Enterprise Agreement 2021-2024 or the National Employment Standards that were formally notified under clause 43 - 47 of that agreement 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

460. Where the provisions of clauses 451 to 455 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 452, 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 455.

Union delegates' rights

461. 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.

462. The role of union delegates is to be respected and supported.

463. The NIAA and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

464. The NIAA respects the role of union delegates to:

464.1. provide information, consult with and seek feedback from employees in the workplace on workplace matters;

464.2. consult with other delegates and union officials, and get advice and assistance from union officials;

464.3. represent the interests of members to the employer and industrial tribunals; and

464.4. represent members at relevant union forums, consultative committees or bargaining.

465. The NIAA 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.

466. 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.

467. To support the role of union delegates, the NIAA will, subject to legislative and operational requirements, including privacy and security requirements:

467.1. 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;

467.2. 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;

467.3. 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;

467.4. provide access to new employees as part of induction; and

467.5. provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.

468. 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 NIAA before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

Employee representational rights

469. The parties recognise that employees are free to choose to join or not to join a union. Irrespective of that choice, employees will not be disadvantaged or discriminated against in respect of their employment under this Agreement. Employees who choose to be members of a union have the right to have their industrial interests represented by that union, subject to the terms of this Agreement and relevant legislation.

470. The role of employee representatives, including workplace delegates and other non-union employee representatives, will be respected and facilitated.

Section 11: Separation and retention

Resignation

471. An employee may resign from their employment by giving the CEO (delegate) at least 14 calendar days' notice.
472. At the instigation of the CEO (delegate), 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.
473. The CEO (delegate) has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

Payment on death of an employee

474. When an employee dies, or the CEO (delegate) has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the CEO (delegate) 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.

Termination of employment by NIAA

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

Final monies on cessation of employment

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

Redeployment, retraining, redundancy

Management of excess employees

477. Clauses 478 to 511 will apply to any NIAA employee who is excess to the requirements of NIAA, other than non-ongoing employees or employees on probation.

Workplace support for excess employees

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

Consultation process for excess employees

479. Where the CEO (delegate) becomes aware that an employee is potentially excess, the CEO (delegate) will advise the employee in writing, as soon as practicable, that the employee is potentially excess and the reasons why the employee is potentially excess.

480. Within 30 calendar days of the notification in clause 479, the CEO (delegate) will hold discussions with the employee, and the employee's nominated representative (if applicable), to consider:

480.1. any measures that could be taken to remove or reduce the likelihood of an employee becoming excess; and

480.2. whether voluntary redundancy (VR), redeployment or re-assignment of duties may be appropriate.

481. When an employee has been notified in writing that they are potentially excess, they will be given information on the:

481.1. amount of their severance pay and the indicative value of the balance of any annual leave and long service leave credits;

481.2. details regarding superannuation entitlements;

481.3. likely taxation rules applying to the various payments;

481.4. the length of notice the employee is entitled to; and

481.5. availability of career advisory services.

482. The CEO (delegate) may, prior to the conclusion of the discussions referred to in clause 480, 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

483. Where an employee has been notified that they are potentially excess and the employee or their nominated representative has declined to participate in a discussion referred to in clause 480, the CEO (delegate) may immediately identify the employee as excess to the requirements of NIAA.

484. The CEO (delegate) may identify an employee as excess to the requirements of NIAA 30 days after the employee was notified in writing that they are potentially excess. The employee may agree to a shorter period.

485. The CEO (delegate) will take all reasonable steps to re-assign the duties of an excess employee at the same level, within NIAA, or to assist in the movement of the employee to another APS agency.

486. The NIAA will consider an excess employee in isolation from other applicants for an ongoing position in NIAA at or below the employee's classification level.

487. With the agreement of affected employees, the NIAA will assist to enable participation in APS wide redeployment initiatives, including where relevant, registering the employee's details on a central register for consideration of redeployment across the APS.

488. The NIAA will reimburse an employee who has been identified as excess, up to \$565 (plus GST) for financial advice obtained from a registered financial adviser. This amount will be adjusted in 2025 and 2026 following reporting of the annual inflation to the March quarter in that year.

Voluntary redundancy (VR)

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

Period of notice

492. Upon receipt of the acceptance of an offer of VR, the CEO (delegate) will issue the employee with a notice of termination under section 29 of the PS Act.
493. The employee will be provided with 4 weeks' notice (5 weeks for an employee over 45 years of age with at least 5 years of continuous service) prior to the termination of their employment. The notice period will commence on the day after the employee is issued with a notice of termination under section 29 of the PS Act.
494. Where an employee requests and the CEO (delegate) agrees or where the CEO (delegate) directs an earlier termination date within the notice period, the employee's employment will be terminated under section 29 of the PS Act on that date. The employee will receive payment in lieu of notice for the unexpired portion of the notice period on the basis of:
- 494.1. the employee's current ordinary hours of work;
 - 494.2. the amounts payable to the employee in respect of those hours, e.g. allowances; and
 - 494.3. 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 – rate of payment

495. Salary for severance pay purposes will include:
- 495.1. the employee's substantive salary adjusted on a pro-rata basis for periods of part-time service;
 - 495.2. higher duties allowance for performance of duties at a higher classification level where the employee has been performing duties and continues to perform duties at the higher classification level for a continuous period of at least 12 months immediately prior to the date on which the employee was given notice of termination of employment; and
 - 495.3. 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.

Severance benefit – recognition of service

496. An employee who accepts a VR and whose employment is terminated by the CEO (delegate) under section 29 of the PS Act on the grounds that they are excess to requirements is entitled

to 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.

497. The minimum amount payable will be 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.
498. 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.
499. Service for severance pay purposes means:
- 499.1. service in NIAA;
 - 499.2. Government service as defined in section 10 of the Long Service Leave (Commonwealth Employees) Act 1976;
 - 499.3. service with the Commonwealth (other than service with a joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
 - 499.4. service with the Australian Defence Forces;
 - 499.5. APS service immediately preceding deemed resignation under the repealed Section 49 of the repealed Public Service Act 1922 if the service has not previously been recognised for severance pay purposes; and
 - 499.6. service in another organisation where the employee was moved from the APS to give effect to an administrative re-arrangement; or an employee of that organisation is engaged as an APS employee as a result of an administrative re-arrangement, and such service is recognised for long service leave purposes.
500. Service that will not count as service for severance pay purposes is any period of service which ceased through termination on the following grounds:
- 500.1. the employee lacks, or has lost, an essential qualification for performing their duties;
 - 500.2. non-performance, or unsatisfactory performance, of duties;
 - 500.3. inability to perform duties because of a physical or mental incapacity;
 - 500.4. failure to satisfactorily complete an entry level training course;
 - 500.5. failure to meet a condition of engagement imposed under subsection 22(6) of the PS Act;
 - 500.6. breach of the Code of Conduct; or
 - 500.7. any other ground prescribed by the Public Service Regulations; or
 - 500.8. on a ground equivalent to those above under the repealed Public Service Act 1922; or
 - 500.9. through voluntary retirement at or above the minimum retiring age applicable to the employee; or
 - 500.10. with the payment of a retrenchment benefit or similar payment or an employer financed retirement benefit.

501. For earlier periods of service to count as severance pay, there must be no breaks between periods of service, except where:
- 501.1. the break in service is less than 1 month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
 - 501.2. 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 1922.

Retention period

502. A retention period will commence in relation to an employee who has declined an offer of VR or who did not accept a VR offer within the 30 day consideration period.
503. An excess employee will be entitled to a retention period of 7 months, which will commence on the earlier of the following:
- 503.1. the day the employee is formally advised in writing by the CEO (delegate) that they are an excess employee; or
 - 503.2. 30 days after the day on which the CEO (delegate) invites the employee to accept a VR.
504. If an excess employee is entitled to a redundancy payment under the NES, the retention period in clause 503 will be reduced by the number of weeks' redundancy pay that the employee would be entitled to under the NES at the expiration of the retention period (as adjusted by this clause).
505. The retention period and the notice period may be extended by any periods of paid personal/carer's leave not exceeding 6 months, which is supported by medical evidence.
506. During the retention period, the CEO (delegate):
- 506.1. will continue to take reasonable steps to find alternative suitable employment for the excess employee; and/or
 - 506.2. may, after giving four (4) weeks' notice to the excess employee, reduce their classification as a means of securing alternative employment.
507. If an employee's classification is reduced during the retention period the employee will continue to be paid at their previous substantive base salary, immediately prior to the reduction in classification, for the balance of the retention period.
508. Where the CEO (delegate) believes there is insufficient productive work available for the excess employee during the retention period, the CEO (delegate) may, with the agreement of the excess employee, terminate the employee's employment under section 29 of the PS Act during the retention period on the grounds that they are excess to requirements and pay the balance of the retention period as a lump sum amount. The lump sum payment will be taken to include payment in lieu of notice of termination.
509. Upon termination pursuant to clause 508, the employee will be paid a lump sum comprising:
- 509.1. the balance of the retention period (as shortened under clause 504) and this payment will be taken to include the payment in lieu of notice of termination of employment; and

509.2. any redundancy payment to which the employee is entitled to under the NES.

Involuntary Retrenchment (IR)

510. At the end of the retention period the CEO (delegate) may make the excess employee involuntarily redundant under section 29 of the PS Act.

511. An excess employee will not be made involuntarily redundant where:

511.1. the employee has not been invited to accept an offer of VR;

511.2. the employee has requested a VR, but the CEO (delegate) has refused; or

511.3. the employee has not been given 4 weeks' notice of termination of employment (or 5 weeks for an employee over 45 years of age with at least 5 years' continuous service), or payment in lieu of notice.

Attachment A – Base salaries and allowances

Classification	Pay point	As at 31 August 2023	From the later of the commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
EL2	ZoD	\$171,690 to \$162,125	\$178,558 to \$168,610	\$185,343 to \$175,017	\$191,645 to \$180,968
	EL2.4	\$162,124	\$168,609	\$175,016	\$180,967
	EL2.3	\$153,492	\$159,632	\$165,698	\$171,332
	EL2.2	\$144,854	\$150,648	\$156,373	\$161,690
	EL2.1	\$136,220	\$141,669	\$147,052	\$152,052
EL1	ZoD	\$142,656 to \$133,388	\$148,362 to \$138,724	\$154,000 to \$143,995	\$159,236 to \$148,891
	EL1.4	\$133,387	\$138,722	\$143,993	\$148,889
	EL1.3	\$127,936	\$133,053	\$138,109	\$142,805
	EL1.2	\$122,486	\$127,385	\$132,226	\$136,722
	EL1.1	\$117,036	\$121,717	\$126,342	\$130,638
APS6	ZoD	\$112,111 to \$102,345	\$116,595 to \$106,439	\$121,026 to \$110,484	\$125,141 to \$114,240
	APS6.4	\$102,344	\$106,438	\$110,483	\$114,239
	APS6.3	\$99,189	\$103,157	\$107,077	\$110,718
	APS6.2	\$95,582	\$99,405	\$103,182	\$106,690
	APS6.1	\$91,072	\$94,715	\$98,314	\$101,657

Classification	Pay point	As at 31 August 2023	From the later of the commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
APS5	APS5.4	\$88,028	\$91,549	\$95,028	\$98,259
	APS5.3	\$86,061	\$89,503	\$92,904	\$96,063
	APS5.2	\$84,093	\$87,457	\$90,780	\$93,867
	APS5.1	\$82,339	\$85,633	\$88,887	\$91,909
APS4	APS4.4	\$79,755	\$82,945	\$86,097	\$89,024
	APS4.3	\$78,032	\$81,153	\$84,237	\$87,101
	APS4.2	\$76,656	\$79,722	\$82,751	\$85,565
	APS4.1	\$74,575	\$77,558	\$80,505	\$83,242
APS3	APS3.3	\$71,408	\$74,264	\$77,086	\$79,707
	APS3.2	\$70,240	\$73,050	\$75,826	\$78,404
	APS3.1	\$68,556	\$71,298	\$74,007	\$76,523
APS2	APS2.4	\$65,417	\$68,034	\$70,619	\$73,020
	APS2.3	\$64,210	\$66,778	\$69,316	\$71,673
	APS2.2	\$62,884	\$65,399	\$67,884	\$70,192
	APS2.1	\$61,389	\$63,845	\$66,271	\$68,524
APS1	APS1.3	\$57,150	\$59,436	\$61,695	\$63,793
	APS1.2	\$55,254	\$57,464	\$59,648	\$61,676
	APS1.1	\$52,352	\$54,446	\$56,515	\$58,437

Allowance	Description/grade	As at 31 August 2023	From the later of the commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026
DLO/CLO allowance Per annum, paid fortnightly		\$21,868	\$22,743	\$23,607	\$24,410
Camping allowance		n/a	\$128.97	\$133.87	\$138.42
Community language allowance Per annum, paid fortnightly	Rate 1	\$1,846.63	\$1,920.50	\$1,993.48	\$2,061.26
	Rate 2	n/a	\$2,870	\$2,979	\$3,080
Workplace responsibility allowance	First Aid Officer Health and Safety Representative Emergency Warden Harassment Contact Officer Mental Health First Aid Officer	\$33.95	\$35.31	\$36.65	\$37.90
Restriction (on-call) allowance		\$424.62	\$441.60	\$458.38	\$473.96
Remote locality allowance (with dependants) Per annum, paid fortnightly	Grade 1	\$4,621.26	\$4,806.11	\$4,988.74	\$5,158.36
	Grade 2	\$8,742.92	\$9,092.64	\$9,438.16	\$9,759.06
	Grade 3	\$13,489.08	\$14,028.64	\$14,561.73	\$15,056.83
	Grade 4	\$17,858.44	\$18,572.78	\$19,278.55	\$19,934.02
Remote locality allowance (without dependants) Per annum, paid fortnightly	Grade 1	\$3,496.84	\$3,636.71	\$3,774.90	\$3,903.25
	Grade 2	\$7,493.24	\$7,792.97	\$8,089.10	\$8,364.13
	Grade 3	\$9,116.78	\$9,481.45	\$9,841.75	\$10,176.37
	Grade 4	\$12,240.03	\$12,729.63	\$13,213.36	\$13,662.61

Attachment B – Supported wage system

1. This schedule defines the condition which will apply to employees because of the effects of a disability and who 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 classification 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.

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 2 Applicable percentage of relevant minimum wage paid to applicable employees

Assessed capacity	Percentage of agreement rate
10 per cent	10 per cent
20 per cent	20 per cent
30 per cent	30 per cent
40 per cent	40 per cent
50 per cent	50 per cent
60 per cent	60 per cent
70 per cent	70 per cent
80 per cent	80 per cent
90 per cent	90 per cent

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 per cent, 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.

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 supported 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.

Attachment C – Remote localities

Grade 1

State	Locality
New South Wales	Broken Hill
	Griffith

Grade 2

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

Grade 3

State	Locality
New South Wales	Bourke
	Walgett
	Wilcannia
Northern Territory	Barunga (Bamyili)
	Belyuen
	Binjari
	Gunbalanya
	Mount Liebig
	Ntaria (Hermannsburg)
	Santa Teresa
	Titjikala
	Wallace Rockhole
	Wurrumiyanga

Queensland	Hope Vale
South Australia	Ceduna
Western Australia	Broome
	Carnarvon
	Karratha
	Roebourne
	South Hedland

Grade 4

State	Locality
Northern Territory	Ali Curung
	Alpurrurulam
	Ampilatwatja
	Angurugu
	Areyonga
	Atitjere (Harts Range)
	Beswick
	Borroloola
	Bulla (Timber Creek)
	Bulman (Weemol)
	Canteen Creek
	Daguragu
	Engwala
	Elliott
	Finke
	Galiwinku
	Gapuwiyak
	Gunyangara
	Haasts Bluff
	Imanpa

Jilkminggan
Kaltukatjara
Katherine
Kintore
Lajamanu
Maningrida
Milikapiti
Milingimbi
Miniyerri
Minjilang
Mutitjulu
Naiyu (Daly River)
Ngukurr
Nhulunbuy
Numbulwar
Palumpa
Papunya
Peppimenarti
Pigeon Hole
Pirlangimpi
Ramingining
Rittarangu
Robinson River
Tennant Creek
Ti Tree
Umbakumba
Utopa Homestead
Wadeye
Warruwi
Willowra

	Wutungurra
	Yarralin
	Yirrkala
	Yuelamu
	Yuendumu
South Australia	Amata
	Mimili
	Umuwa
Queensland	Aurukun
	Coen
	Doomadgee
	Mornington Island
	Thursday Island
Western Australia	Beagle Bay
	Derby
	Fitzroy Crossing
	Halls Creek
	Kununurra
	Meekatharra
	Wiluna