

NATIONAL FILM AND SOUND ARCHIVE OF AUSTRALIA

ENTERPRISE AGREEMENT

2017 - 2020



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SECTION A – SCOPE OF THIS AGREEMENT

1. Name of this Agreement

- 1.1 This Agreement is the National Film and Sound Archive of Australia Enterprise Agreement 2017 to 2020 and is made under s 172 of the [Fair Work Act 2009](#) (Cth) ('FW Act').

2. Agreement Coverage

- 2.1 This Agreement covers:

Employer

Commonwealth of Australia, represented by the Chief Executive Officer for the National Film and Sound Archive of Australia (NFSA); and

Employees

All employees of the NFSA, who are employed under the [Public Service Act 1999](#) (Cth) ('PS Act') in classifications at and below APS Executive Level 2.

3. Duration of Agreement

- 3.1 The Agreement takes effect seven days after approval from the Fair Work Commission ('FWC') under s 54 of the 'FW Act'.
- 3.2 The nominal expiry date of the Agreement is three years after the date of commencement.

4. Authority of the Delegate

- 4.1 The CEO may authorise a person, in writing, to exercise any of the powers or functions of the Delegate under this Agreement.

5. Supporting this Agreement

- 5.1 Policies and guidance will support the operation of this Agreement, and will identify other entitlements contained in relevant legislation. While policies and guidance may be referred to in this Agreement, they do not form part of this Agreement.
- 5.2 A term of this Agreement prevails to the extent of any inconsistency with a policy, guideline or procedure.
- 5.3 The NFSA will make proposed changes to any policies, procedures and guidelines that are in place to support the operation of this Agreement available to the Staff Consultative Committee for comment and feedback for a period of two (2) weeks. NFSA will take into account any comments or feedback received in relation to the proposed changes prior to the policy, procedure or guideline being finalised.

6. Flexibility under this Agreement

- 6.1 The Delegate may agree to make an individual flexibility arrangement with an employee to vary the effect of any of the terms of this Agreement if the arrangement is genuinely agreed to and meets the genuine needs of the employee and those of the Agency.
- 6.2 The Delegate must ensure that a flexibility arrangement agreed to under clause 6:
- a) is about permitted matters under s 172 of the 'FW Act';
 - b) does not include unlawful terms under s 194 of the 'FW Act';
 - c) results in the employee being better off overall than if no arrangement was agreed to;
 - d) is in writing, specifying how the arrangement will vary the effect of the terms of the agreement;
 - e) states the day on which the arrangement commences and, where applicable, when the arrangement ceases;
 - f) is signed by both the employee and the Delegate, and, if the employee is under the age of 18, is signed by the parent or guardian;
 - g) is able to be terminated by either employee or the Delegate giving not more than 28 days' written notice, or at any time earlier by agreement between both parties in writing;
 - h) a copy of the individual flexibility arrangement is given to the employee within 14 days after it is agreed to.

SECTION B – CONSULTATION AND DISPUTE RESOLUTION

7. Consulting on major change

- 7.1 In this cl 7, a reference to a relevant employee means an employee who may be affected by the major change.
- 7.2 This term applies if the Delegate
- a) has made a decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- 7.3 For a major change referred to in subclause 7.2 (a):
- a) the Delegate must notify the relevant employees of the decision to introduce the major change; and
 - b) subclauses 7.4 to 7.9 apply.
- 7.4 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 7.5 If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the employer of the identity of the representative;

the NFSA must recognise the representative.

- 7.6 As soon as practicable after making the decision the NFSA must:
- a) discuss with the relevant employees:
 - i the introduction of the change; and
 - ii the effect the change is likely to have on the employees; and
 - iii measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - b) for the purposes of the discussion - provide, in writing, to the relevant employees:
 - i all relevant information about the change including the nature of the change proposed; and
 - ii information about the expected effects of the change on the employees; and
 - iii any other matters likely to affect the employees.
- 7.7 However, the NFSA is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 7.8 The NFSA must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 7.9 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the NFSA, the requirements set out in subclause 7.3(a) and subclauses 7.4 and 7.6 are taken not to apply.
- 7.10 In this term, a major change is likely to have a significant effect on employees if it results in:
- a) the termination of the employment of employees; or
 - b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain employees; or
 - f) the need to relocate employees to another workplace; or
 - g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 7.11 For a change referred to in subclause 7.2(b):
- a) the employer must notify the relevant employees of the proposed change; and
 - b) subclauses 7.12 to 7.16 apply.
- 7.12 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 7.13 If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the employer of the identity of the representative;
- the NFSA must recognise the representative.
- 7.14 As soon as practicable after proposing to introduce the change, the employer must:
- a) discuss with the relevant employees the introduction of the change; and

- b) for the purposes of the discussion—provide to the relevant employees:
 - i all relevant information about the change, including the nature of the change;
 - ii information about what the employer reasonably believes will be the effects of the change on the employees; and
 - iii information about any other matters that the employer reasonably believes are likely to affect the employees.
 - c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 7.15 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 7.16 The NFSA must give prompt and genuine consideration to matters raised about the change by the relevant employees.

8. NFSA Workplace Consultative Committee

- 8.1 The Workplace Consultative Committee (WCC) is established to be the focus for consultation about the terms of this Agreement.
- 8.2 The role and composition of the WCC will be detailed in the agreed Terms of Reference.
- 8.3 The primary functions of the WCC are:
 - a) to monitor the implementation of this Agreement;
 - b) to facilitate consultation between NFSA and its employees in respect of matters covered by this Agreement and other workplace relations matters; and
 - c) to establish and amend the Terms of Reference by agreement.
- 8.4 These consultation forum provisions are intended to operate separately from the consultation provisions set out in subclauses 7.1 to 7.16 of this Agreement.
- 8.5 NFSA will continue to undertake consultation with employees through both formal and informal forums including the WCC.

9. Employee Representatives

- 9.1 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.
- 9.2 Employees who choose to be members of a union have the right to have their industrial interests represented by that union.
- 9.3 The role of workplace representatives, including union delegates and other non-union employee representatives, is to be respected and facilitated.

10. Dispute Resolution

- 10.1 If a dispute relates to:
 - a) a matter arising under this Agreement; or
 - b) the National Employment Standards;this term sets out procedures to settle the dispute.
- 10.2 NFSA or an employee who is a party to the dispute may appoint a representative for the purposes of this term.

- 10.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, through discussions between the employee or employees and relevant supervisors and/or management.
- 10.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission ('FWC').
- 10.5 The 'FWC' may deal with the dispute in two stages:
- a) the 'FWC' will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b) if the 'FWC' is unable to resolve the dispute at the first stage, the 'FWC' may then:
 - i. arbitrate the dispute;
 - ii. make a determination that is binding on the parties.

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

- 10.6 While the parties are trying to resolve the dispute using the procedures in this term:
- a) an employee will continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - b) an employee will comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable work health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.
- 10.7 The parties to the dispute agree to be bound by a decision made by the 'FWC' in accordance with this term.

SECTION C – PERFORMANCE AND CAPABILITY

11. Performance management

- 11.1 All NFSA employees (excluding those on probation and non-ongoing staff engaged for less than 3 months) are required to have a performance agreement and to actively participate in the performance management process throughout each performance cycle. *The Performance Management and Development Policy* provides managers and employees with guidance on discussing and establishing individual performance expectations that align with NFSA's goals and objectives.
- 11.2 The performance management cycle is an annual cycle from 1 August to 31 July and includes a mid-term review in February.

- 11.3 Employees must have a current performance agreement in place, and be rated “meeting expectations” to be eligible for salary advancement.

12. Managing Underperformance

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

13. Assistance for employees undertaking study

- 13.1 Employees who undertake accredited study relevant to the work of NFSA may be eligible for:
- a) Some or all financial reimbursement for approved costs; and/or
 - b) Paid study leave of up to 5 hours per week or on a pro-rata basis for part-time employees.
- 13.2 All benefits provided under this clause will cease immediately upon cessation of employment with the NFSA, and any monies owing on cessation will be recovered from final payments to the employee.
- 13.3 The Studies Assistance Policy provides details for how study assistance is to be administered.
- 13.4 The delegate may approve additional periods of paid or unpaid study leave.

SECTION D – CLASSIFICATION STRUCTURE

14. Classification Structure

- 14.1 The classification structure, under the Agreement will consist of the following:
- (a) EL 2
 - (b) EL 1
 - (c) APS 5/6 Broadband (covering both APS 5 and APS 6 classification levels)
 - (d) APS 1 to APS 4 Broadband (covering APS 1, APS 2, APS 3 and APS 4 classification levels)
 - (e) Graduate APS

- (f) Cadet APS
- (g) Trainee APS (Administrative)

15. Broadbanding

- 15.1 Where more than one employee satisfies the requirements of subclause 16.1b), but there is insufficient ongoing work available for all such employees, the relevant Delegate will conduct a merit selection process to determine advancement. Both the process and determination will be subject to approval by the Delegate;
- 15.2 Broadbanding arrangements apply only to ongoing employees at the APS 1 to 4 and APS 5 to 6 classification levels. Movement between the APS 4 and APS 5 levels will not be covered by these broadbanding arrangements.
- 15.3 Where an employee is assigned duties within a broadband, the employee retains an approved single classification within that broadband which reflects the work value of the duties being performed. The APS Level pay point denotes the approved classification applicable to the employee.

16. Advancement between classifications within a broadband

- 16.1 Advancement from a classification within a broadband to a higher classification within the broadband is subject to:
 - a) there being sufficient ongoing work required to be performed at the higher classification within the broadband; and
 - b) the employee having received an end of performance cycle rating of at least “meets expectations” in the most recent performance cycle;
 - c) the employee has reached the maximum salary point of their classification level for one full performance cycle;
 - d) the employee has gained the necessary skills and proficiencies to perform duties in accordance with the work level standards for that higher classification.
- 16.2 The *Classification and Broadbanding Policy* provides further information regarding the administration process for advancement between classifications within a broadband.

17. APS Graduates

- 17.1 The Delegate will determine a salary point within the APS 3 classification to apply to APS Graduates during their course of training. Upon successful completion of the training, the employee will be advanced to the minimum salary point in the APS 4 classification subject to work availability and satisfactory performance.

18. APS Cadets

- 18.1 An employee engaged as an APS Cadet will undertake a course of study as required.
- 18.2 Cadets will receive 100% of the minimum APS 1 rate of pay if undertaking practical training, and 57% of that rate of pay while undertaking a course of training.
- 18.3 When the Delegate is satisfied that the course of training has been completed successfully, the cadet will be allocated a classification in accordance with the Classification Rules and the Delegate will determine a salary point within the applicable range.

19. Apprenticeships and Trainees

- 19.1 This clause applies to employees engaged at an APS Trainee classification level.
- 19.2 The Delegate will determine the pay rate applying to an employee undertaking an approved traineeship or apprenticeship program in accordance with the Australian Public Service Enterprise Award 2015, having regard to schooling completed, the predetermined average proportion of time to be spent in approved training and the rate of pay which would apply under this Agreement for the work value of the job being performed.
- 19.3 When the Delegate is satisfied that the course of training has been completed successfully, the Trainee will be advanced to the minimum salary point of the APS Level 1 classification.

SECTION E – REMUNERATION

20. Rates of Salary

- 20.1 Base rates of salary payable on and after commencement of this Agreement are set out in Attachment A.

21. Salary Increases

- 21.1 In recognition of productivity improvements arising under this Agreement, salary rates will increase by:
 - a) 3% effective from the commencement of this Agreement.
 - b) 2%, effective from the first full pay period 12 months after commencement
 - c) 1%, effective from the first full pay period 18 months after commencement
- 21.2 Where an employee's salary is maintained under subclause 27.2, salary increases (set out in subclause 21.1 will not apply to the maintained salary level.

22. Payment of Salary

- 22.1 Employees will be paid fortnightly according to the formula:

Fortnightly pay = Annual salary x (12/313) x (Hours of Duty per fortnight / 73.5).

- 22.2 Employees will have their fortnightly salary paid by electronic funds transfer into a financial institution of their choice.

23. Superannuation

- 23.1 The NFSA will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 23.2 Where employer contributions are to an accumulation superannuation fund the employer contribution will be no less than 15.4%. This will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).

- 23.3 The salary for Superannuation purposes for Public Sector Superannuation Accumulation Plan (PSSap) members will be based on the employee's fortnightly contribution salary.
- 23.4 Where an employee exercises choice to a fund other than PSSap, the NFSA will provide an employer contribution equivalent to that applying to membership of the PSSap, set at 15.4% on commencement of this agreement.
- 23.5 Employees over the age of 70 will receive a superannuation allowance, where the NFSA is not permitted by any Commonwealth law to pay all of the employer contribution to the employee's superannuation fund. The superannuation allowance payable to the employee will be equivalent to the gross amount the agency would have paid if the employee was entitled to receive employer superannuation contributions, less any contribution amount accepted to the employee's superannuation fund. This allowance will be taxable and will be paid fortnightly with salary. This allowance will not count as salary for any purpose.

24. Salary Packaging

- 24.1 Employees (other than non-ongoing casuals) may elect to salary package up to 100 per cent of their annual salary for non-monetary benefits. The *Salary Packaging Policy* provides details on how salary packaging is to be administered.
- 24.2 Employees must pay fringe benefits tax and administrative costs incurred because of the election.
- 24.3 Salary packaging will not reduce salary for superannuation purposes or any other purpose covered by this Agreement.

25. Salary Advancement

- 25.1 On the first full pay period in August each year an eligible employee, who is not at the top pay point for their classification, will advance to the next salary pay point within their classification if the conditions for advancement are met (see subclause 25.3).
- 25.2 Salary advancement will take effect from the first full pay period in August each year.

Conditions for advancement

- 25.3 An employee is eligible to receive a salary advancement to the next highest pay point if:
- a) the employee has performed duties at their substantive classification pay level (or higher) in the NFSA for a minimum of six months as at 31 July each year;
 - b) the employee has satisfactorily completed their probation period;
 - c) the employee has completed a Performance Management and Development Plan (PMDP) for the preceding performance cycle; and
 - d) the employee's overall performance has been assessed as 'Meets Expectations' or higher. Further information is available in the NFSA Performance Management and Development Policy.

Criteria not met

- 25.4 Where any of the conditions in subclause 25.3 are not met, the employee will not receive salary advancement until their performance has been assessed as 'Meets

Expectations'. Further information is available in the NFSA Performance Management and Development Policy.

Annual salary advancement for acting higher duties

- 25.5 Annual salary advancement for acting higher duties will be due:
- a) if an employee has received a higher duties allowance for a continuous period of 6 months or longer at 31 July each year; and
 - b) they meet the requirements of the position in which they are performing higher duties, including achieving a PMDP rating of 'Meets Expectations' or higher for the relevant performance period.
- 25.6 A salary advancement rate will be retained for future duties at that classification. However, an employee who does not perform duties at that classification or higher for two consecutive years, will revert to the minimum pay point of the classification for any subsequent duty at that level.

26. Salary on engagement

- 26.1 Salary on engagement will be the minimum pay level for the applicable job, unless a higher salary is authorised by the Delegate where the experience, qualifications and skills of the new employee warrant payment of salary above the minimum rate.

27. Salary on movement at level from another APS Agency

- 27.1 Salary on movement at level from another agency will be at the minimum of the applicable salary range. The Delegate may consider prior service the employee has undertaken at that classification level or higher to advance the salary by one increment point for each year of service completed.
- 27.2 Unless the Delegate determines otherwise, an existing APS employee moving to the NFSA whose salary in their previous agency exceeds the rate that would be paid under this Agreement, they will have their previous salary maintained until such time as their NFSA pay point equals or exceeds that salary.
- 27.3 Where an employee's salary is maintained under this provision, salary increases (set out in clause 21) will not apply to the maintained salary level.

28. Salary on promotion

- 28.1 Where an employee is promoted to a higher classification level, salary is payable at the minimum of the salary range attached to the higher classification.
- 28.2 The Delegate may determine that the salary payable on promotion will be at a higher pay point in the salary range than provided for in this clause where the experience, qualifications and skills of the employee justify payment at the higher pay point.

29. Salary on reduction

- 29.1 An employee's classification may be reduced at the employee's request or, if the Delegate directs, in accordance with the circumstances provided for in s 23 of the 'PS Act'.

- 29.2 If an employee requests in writing or is directed to perform work at a lower classification level temporarily, or permanently the Delegate will determine the employee's salary rate at the lower classification level in accordance with the salary rates in Attachment A. The determination will reflect the employee's experience, qualifications and skills and the circumstances under which the reduction occurred.

30. Supported Wage System

- 30.1 An employee who is affected by disability may be eligible for a supported wage. Attachment E has further detail on eligibility and administration of the supported wage system.

ALLOWANCES

31. Higher Duties Allowance (HDA)

- 31.1 Where the Delegate has assigned all the duties to an employee at a higher non-SES classification level for a period of 6 consecutive working days (inclusive of public holidays) or 10 cumulative working days over any 4 week period, or more, the employee will be paid a HDA at the minimum salary point of the higher duties classification, or a higher salary level, as determined by the Delegate.
- 31.2 Where the Delegate has assigned duties to an employee at a higher level in an SES position for a period of 6 consecutive working days (inclusive of public holidays) or more the employee will be remunerated at a salary level determined by the Delegate.
- 31.3 An employee will continue to receive HDA during paid leave if the employee would have continued to perform the higher duties, had they not been absent.
- 31.4 Whilst on higher duties an employee is eligible to receive a salary advancement to the next highest pay point if:
- (a) the employee has performed duties at their higher duties classification pay level in the NFSA for a minimum of six months as at 31 July each year (and met the requirements as set out at 11.3).

32. Partial Higher Duties Allowance (HDA)

- 32.1 If an employee is assigned only part of the higher duties, for a period of 11 consecutive working days (inclusive of public holidays) or more, the Delegate will determine the amount of allowance payable and the conditions under which it is paid.

33. Workplace Support Allowance

- 33.1 An employee who has been appointed to perform the following additional duties and has the required recognised qualifications and/or responsibilities will be paid an allowance of \$24.38 per fortnight or pro-rata for part-time employees:
- a) First Aid Officer
 - b) Health and Safety Representative (HSR)
 - c) Workplace Contact Officer
 - d) Area Emergency Warden, or
 - e) Floor Warden

- 33.2 Where an employee holds two or more of these roles simultaneously, the employee will only receive one allowance.
- 33.3 The allowance will be paid to an employee with effect from the first full pay period after the employee has been appointed to perform the role and provided necessary documentary evidence of the necessary qualification or completion of training for the roles in 33.1.
- 33.4 The allowance will not be paid during any periods of paid or unpaid leave in excess of 20 working days (unless required by legislation) or if the employee ceases to perform the functions of the role.
- 33.5 The payment of allowances will not count towards any payments for overtime, restriction allowance or higher duties allowance.

OVERTIME AND RELATED PAYMENTS

34. Salary barrier

- 34.1 An employee at the APS 1 to 6 classification will be eligible for overtime, emergency duty and on-call provisions where the Delegate has given specific approval in writing for work performed outside the span of hours on weekends, and public holidays, or in excess of 10 hours on any one day.

35. Overtime

- 35.1 An APS 1-6 level employee, including a part-time employee, who is required at the request of the Delegate, to undertake duties beyond their ordinary hours (see subclause 48.4) will be eligible to receive an overtime payment, in accordance with subclause 35.2, for:
 - a) any hours worked in excess of their ordinary hours that fall outside their agreed normal pattern (see subclause 48.3); or
 - b) any hours performed on a weekend (Saturday or Sunday), subject to subclause 35.2; or
 - c) any hours performed on a public holiday.
- 35.2 Overtime will be paid on the following basis:
 - a) Monday to Saturday – time and a half for the first 3 hours each day and double time thereafter;
 - b) Sunday – double time;
 - c) Public Holidays that fall on a Monday to Friday: Single time for overtime worked within the employee's normal pattern of hours for a week day and double time for any hours worked in excess of the standard hours or agreed bandwidth; and
 - d) Public Holidays (where base salary is paid in accordance with subclause 61.1) that fall on a Saturday or Sunday: double time.
- 35.3 An employee may refuse to work overtime in circumstances where the working of such

overtime would result in the employee working hours which are unreasonable having regard to:

- (a) any risk to employee health and safety;
- (b) any additional hours the employee has already worked;
- (c) the employee's personal circumstances including any family responsibilities;
- (d) the needs of the workplace;
- (e) the notice (if any) given by the employer of the overtime;
- (f) the notice (if any) given by the employee of their intention to refuse overtime;

36. Time off in lieu (TOIL) of payment for overtime

- 36.1 Time off in lieu of payment for overtime may be granted if agreed with the employee.
- 36.2 The period of time off in lieu will be calculated by multiplying the number of overtime hours worked by the applicable overtime rate.
- 36.3 A mixture of payment and TOIL for overtime hours worked may be granted to the employee.
- 36.4 Where time off in lieu is not taken within four weeks or another agreed period, due to operational requirements, payment of the original entitlement will be made.

37. Rest relief after overtime

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

38. Minimum payment

- 38.1 Where overtime duty is not continuous with ordinary duty, the minimum payment for each separate attendance will be three hours at the applicable overtime rate.
- 38.2 An employee who performs overtime while in a restriction situation will be entitled to the minimum overtime payment specified in those provisions.
- 38.3 An employee is not to receive greater payments from multiple periods of overtime than what the employee would have received had they remained on duty for the entire period.
- 38.4 Meal periods are disregarded in determining whether overtime is continuous with ordinary duty.
- 38.5 Where an overtime attendance involves duty both before and after midnight, and different overtime rates apply on the different days, the minimum payment of 3 hours will be calculated at the higher rate.
- 38.6 Overtime minimum payment provisions do not apply to emergency duty.

39. Overtime meal allowance

- 39.1 For the purpose of this clause, a meal allowance period will mean:
- a) 7.00 am to 9.00 am
 - b) 12 noon to 2.00 pm;
 - c) 6.00 pm to 7.00 pm;
 - d) midnight to 1.00 am
- 39.2 An APS 1-6 classification level employee who works approved overtime will be paid a meal allowance provided that:
- a) the overtime is for a continuous period of at least two hours and includes a meal allowance period of 30 minutes or more;
 - b) the overtime is for a period of at least two hours, and during that period the employee breaks for a meal and is not paid for that break; or
 - c) the overtime is for a continuous period of five hours.
- 39.3 The rate of the allowance will be the amount published from time to time by the Australian Taxation Commissioner in the Commissioner's ruling on reasonable travel and meal allowance expense amounts.

40. Emergency Duty

- 40.1 An employee is on 'Emergency Duty' when they are required to perform duty for an emergency and:
- a) they were not given notice of having to perform the duty prior to ceasing their regular hours of work; and
 - b) the duty is outside of their regular hours.
- 40.2 Where an employee is required to perform Emergency Duty:
- a) they will be paid at the rate of double time,
 - b) the minimum payment will be three hours; and
 - c) the period of Emergency Duty will include the time the employee necessarily spends in travelling to and from duty.

41. On-Call Allowance

- 41.1 An employee may be directed to be contactable and to be available to perform extra duty outside of ordinary hours of duty.
- 41.2 Payment for on-call allowance will only be made where there is a prior direction in writing by the Delegate for the employee to be on-call and the employee acts in accordance with that direction.

Amount to be paid

- 41.3 An employee in an on-call situation will be paid an allowance of \$4.24 per hour for each hour they are required to be on-call.

When payment is not to be made

- 41.4 Any period for which the employee is entitled to some other penalty payment is not to be included in the period for calculating on-call allowance payments.
- 41.5 No payment is to be made for any period that the employee was not contactable or available to commence duty as directed.

Payment if recalled to duty

- 41.6 An on-call employee required to perform duty, but not recalled to work, will be paid overtime subject to a one hour minimum payment.
- 41.7 An on-call employee recalled to work, will be paid overtime subject to a two hour minimum payment. The period of overtime will include the time taken to travel to and from the place required to perform the work.
- 41.8 Emergency Duty provisions will not apply if an employee is recalled to duty while on-call.
- 41.9 An employee on-call is not to receive greater payments from multiple periods of duty than those the employee would have received had they remained on duty for the entire period.
- 41.10 If an Executive Level employee is recalled to work they will receive access to TOIL.

OTHER ALLOWANCES

42. Travel

- 42.1 The NFSA will pay approved expenses associated with an employee's official business travel. For more information on travel please see the *NFSA Accountable Authority Instruction – Official Travel*.
- 42.2 The NFSA no longer pays Travel allowance.

43. Motor vehicle allowance

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

44. Toxic Chemical Handling Allowance

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

45. Relocation Assistance

- 45.1 The Delegate may make financial or other assistance available for interstate relocation of an employee on engagement or movement to the NFSA from another APS agency.
- 45.2 Relocation assistance will be provided for internal transfer, promotion, or assignment within the NFSA. The package of assistance will take into account the following elements where they are applicable:
- (a) reimbursement or payment of reasonable temporary accommodation costs at the new location as determined by the Delegate;
 - (b) reimbursement or payment of reasonable transport and removal costs, as determined by the Delegate, to and from the new location;
 - (c) reimbursement or payment of reasonable costs, as determined by the delegate, to store household furniture; and
 - (d) reimbursement of reasonable costs associated with the sale of or purchase of a home for employees undertaking a relocation of 6 months or more.

46. Employee expenses

- 46.1 The Delegate may approve payment of expenses associated with an employee's employment with the NFSA. For more information about employee expenses, please see the *Allowances Policy*.

SECTION F – WORKING HOURS AND FLEXIBLE WORKING ARRANGEMENTS

47. Flexible working arrangements

- 47.1 Employees may request flexible working arrangements such as working from home or part-time arrangements to enable them to balance their work and personal lives.
- 47.2 Consistent with the Agency's commitment to provide a workplace that supports and promotes flexible work arrangements the Delegate will consider each request on a case-by-case basis. Requests will be considered in light of the employee's personal circumstance, operational requirements and the ability to provide fair workloads and assess the employee's performance based on output not solely hours worked. See the *Working Hours and Flexible Working Arrangements Policy*.

Part-time arrangements

- 47.3 Part-time arrangements will apply for a specified period as agreed by the employee and the Delegate.
- 47.4 Changes to the number of hours or pattern of hours worked by a part-time employee will only be made by agreement between the employee and the Delegate.

Working from home

- 47.5 Working from home arrangements can be varied by agreement between the employee and the Delegate.
- 47.6 Working from home arrangements can be terminated by the Delegate where necessitated by operational requirements, or in the case of underperformance.

- 47.7 The NFSA *Home Based Work Policy* provides guidance for Working from Home requests for approval from the Delegate.

48. Hours of work

- 48.1 Hours of work for a full-time employee are 36.75 hours per week. This equates to a standard day of 7 hours and 21 minutes (within the bandwidth) with the employee's ordinary hours of work averaged over the fortnight period of 73.5 hours.
- 48.2 The 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 twelve (12) hour period by agreement, in writing, between an employee and the Delegate. Such arrangements must be agreed in writing, taking into consideration, WHS, security and operational requirements.
- 48.3 Any hours worked as part of an employee's normal pattern of hours will be treated as ordinary hours and will not attract overtime rates.
- 48.4 An employee's ordinary hours are those hours and time, within the agreed bandwidth, that the employee works on a regular basis, as agreed by the employee's manager, or as agreed at subclause 47.3.
- 48.5 An employee at or below the APS6 level or equivalent must record his or her attendance on the NFSA's electronic timekeeping system.
- 48.6 Employees will not normally be required to work for more than ten (10) hours on any one day or work more than five (5) consecutive hours without taking a break of at least 30 minutes.
- 48.7 Standard hours are 7 hours and 21 minutes from 8.30am to 12.30pm and 1.30pm to 4.51pm Monday to Friday. Standard attendance hours will apply:
- a) if an employee and his or her manager cannot agree on a pattern of hours; or
 - b) if an employee's manager reasonably considers that the employee's attendance is unsatisfactory.

49. APS level employees: flextime (flex) and overtime

- 49.1 Employees at or below the APS6 level or equivalent, including part-time employees can access flex. 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.
- 49.2 Flex will be credited or debited on a one-for-one basis (i.e. one (1) hour worked in addition to the employee's ordinary hours will result in one (1) hour of flex credit).
- 49.3 An employee may carry a maximum of 36.75 hours flex credit or 10 hours flex debit into the next settlement period; a settlement period is a four (4) week period.
- 49.4 Where at the end of a settlement period:
- (a) an employee has flex credits in excess of 36.75 hours; and
 - (b) the Delegate certifies that for operational reasons the employee has not had, or will not have in the following settlement period, the opportunity to avail themselves of all or part of the leave,

he or she may authorise the employee to carry over additional flex credits up to 36.75 hours into the next settlement period and permit the employee to take additional flex leave in that period. An employee will have 4 weeks following the authorisation to carry over any excess deficit or credit to reduce their accrued deficit or credit to the appropriate limit.

- 49.5 At the end of any settlement period, and where the flex debit is greater than 10 hours, then the amount exceeding 10 hours will be treated as leave without pay and an appropriate salary deduction will be made at the end of the settlement period.
- 49.6 An employee with a flex credit who ceases employment with the NFSA may seek approval from the Delegate to cash out up to the maximum flex credits of 36.75 hours. Payment will be made at their ordinary base salary rate.
- 49.7 The NFSA may recover any outstanding flex debits (calculated on the basis of the employee's ordinary base salary rate) from any salary amounts otherwise payable to the employee under this Agreement.
- 49.8 The Delegate may direct an employee to work the standard hours set out in subclause 48.7 if
- (a) the Delegate reasonably considers the employee's attendance is unsatisfactory or the employee is misusing the flextime arrangements;
 - (b) the Delegate has provided the employee with a written notice of the Delegate's reason(s) for requiring an employee to work standard hours;
 - (c) the employee has been given a period of 5 days to provide response to the direction.
- 49.9 Access to flexible working arrangements will be restored where the Delegate is satisfied that the employee's attendance is satisfactory.
- 49.10 Flextime will accumulate during periods of official domestic travel. Travel outside the bandwidth will be recorded as flextime equal to the actual hours involved.
- 49.11 An employee who is entitled to be paid overtime may elect to reduce his or her flextime debits in lieu of receiving payment for overtime hours worked. Flextime debits will be reduced by the number of overtime hours work multiplied by the applicable overtime rate. For example, where an employee is entitled to be paid time and one half for overtime hours worked, the actual overtime hours worked will be multiplied by 1.5 for the purposes of reducing the employee's flextime debits.

50. Executive Level employees: time off in lieu (TOIL) arrangements

- 50.1 Executive Level employees are able to work flexible hours. This means that variations in attendance times and short-term absences including full days may be agreed in advance with the Delegate.
- 50.2 In consultation with the employee, the arrangements in relation to flexible hours will be designed taking into account the need to balance operational requirements and individuals' personal commitments.
- 50.3 Where an Executive Level employee works extended hours in excess of ordinary hours over significant periods of time the Delegate and employee may agree arrangements for fair and reasonable time off in lieu (TOIL) to recognise the additional effort. Executive Level employees are not eligible for overtime payments except in exceptional circumstances as determined by Delegate.

51. Part-time employment

- 51.1 A part-time employee is one whose ordinary hours of work are less than 147 hours over a four (4) week period. All part-time work arrangements will be subject to agreement by the employee and the Delegate.
- 51.2 Remuneration and other employment conditions are calculated on a pro-rata basis for part-time employees. For reimbursable allowances/expenses part-time employees receive the same amount as full-time employees.
- 51.3 All requests for part-time arrangements will be considered on a case-by-case basis and in light of operational requirements.
- 51.4 Employees returning from maternity or parental leave in the first two years from the date of the birth of the employee's child or two years from the placement of the child in relation to adoption/fostering will be provided with access to part-time work until the child commences school:
- (a) the part-time work may be in a different work area to the employee's previous work area;
 - (b) the hours of work and pattern of work will be agreed with the relevant manager; and
 - (c) final approval rests with the Delegate.
- 51.5 At the expiry of the approved part-time work period, the employee will return to full-time work unless otherwise agreed in accordance with subclause 47. If the employee was already a part-time employee, the employee will return to their pre-parental leave hours.
- 51.6 A part-time employee will normally be required to work at least three (3) consecutive hours on his or her nominated workdays. The pattern of working hours and any variations to the arrangements will be agreed in writing.
- 51.7 An APS level part-time employee who at the request of the Delegate undertakes additional hours on a day they are scheduled to attend for work, will be paid overtime at the applicable rate for the additional hours outside their ordinary hours of work.

52. Casual employees

- 52.1 A casual employee is engaged for the purpose of duties that are irregular or intermittent. A casual employee:
- (a) has no guaranteed hours of work;
 - (b) usually works irregular hours;
 - (c) is not paid personal/carer's leave, annual leave and compassionate leave; and
 - (d) can have their employment ceased without notice.
- 52.2 Casual employees are eligible for the penalty rates as set out in Attachment D.

53. Casual employee salary

- 53.1 Casual Employees will be paid in accordance with the salary rates set out at Attachment A, and will receive a salary loading of 25% in lieu of public holidays on which the employee is not rostered to work and paid leave, other than long service leave.

- 53.2 Casual Employees will accrue long service leave in accordance with the [Long Service Leave Act \(Commonwealth Employees\) 1976](#) (Cth) ('LSL Act'). Other provisions in the Agreement relating to leave do not apply to Casual Employees unless expressly stated.

54. Meal breaks for Casual Employees

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

55. Application of Other Provisions within this Agreement

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

SECTION G – LEAVE

Policies and guidelines relating to the administration of entitlements under this section are in the Leave Policy, Annual Leave Guideline and Personal Leave Guideline.

56. Transfer of accrued leave (portability)

- 56.1 Where an employee moves into the Agency (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued annual leave and personal/carer's leave (however described) will be transferred, provided there is no break in continuity of service.
- 56.2 Where an employee is engaged in the Agency immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave (however described) will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
- 56.3 For the purposes of this clause:
- a. 'APS employee' has the same meaning as the 'PS Act'.
 - b. 'Parliamentary service' refers to engagement under the Parliamentary Service Act 1999.

57. Annual Leave

- 57.1 A full-time employee is entitled to 20 days' paid annual leave for each year of service. Annual leave:
- (a) accrues daily and is credited daily;
 - (b) accrues on a pro-rata basis for part-time employees; and
 - (c) counts as service for all purposes.
- 57.2 An employee with an accrued annual leave credit of 40 days or less (pro-rata for part-time employees) may take some or all of his or her annual leave at half pay. If annual leave is taken at half pay, the deduction from the employee's annual leave credits will be half the period of leave taken. A minimum of 5 consecutive working days must be taken when accessing half pay annual leave.

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

58. Cashing out of Annual Leave

- 58.1 An employee may apply to the Delegate in writing to cash out some or all of his or her annual leave down to a minimum balance of 20 days.
- 58.2 Where an employee applies to cash out annual leave in accordance with subclause 58.1 payment for the cash out of annual leave will be made at the employee's salary at the time the election is made.
- 58.3 An employee may only elect to cash out annual leave if they have taken at least 10 days annual leave in the preceding 12 month period.
- 58.4 Each request to cash out annual leave will be by a separate written agreement.

59. Purchased Leave

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

60. Christmas Close Down

- 60.1 NFSA ceases normal operations from the close of business on the last working day before Christmas Day, recommencing on the first working day after New Year's Day.
- 60.2 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.
- 60.3 An APS level 1-6 employee who is required to work on an ordinary working day between Christmas Day and New Year's Day will receive payment at the applicable public holiday overtime rate for all hours worked on that day. An Executive Level employee will receive an equivalent period of time off in lieu.
- 60.4 A casual employee required to work between Christmas Day and New Year's Day will be entitled to these paid days as if they were public holidays.

61. Public Holidays

- 61.1 Employees will be entitled to the employee's base rate of pay for the employee's ordinary hours of work on a day or part-day identified as a public holiday under Section 115 of the 'FW Act'.
- 61.2 An employee's base location for work purposes is the employee's normal work location. Where an employee has been required to work from a different location, the new location will be the employee's base location for work purposes.

- 61.3 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.
- 61.4 An employee and the Delegate may agree to substitute any public holiday referred to in subclause 61.1 for a cultural or religious day of significance to the employee.
- 61.5 An employee may refuse on reasonable grounds a request to work on a public holiday.
- 61.6 Where a public holiday falls during a period when an employee is absent on long service leave or parental leave there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave at half pay, payment is on half pay).

62. Long Service Leave

- 62.1 Employees are entitled to long service leave in accordance with the [Long Service Leave Act 1976](#).
- 62.2 The minimum period of absence for which long service leave will be granted is 7 calendar days at full pay or 14 calendar days at half pay per occasion. The Delegate will consider applications for long service leave in light of operational requirements. Long Service Leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

63. Personal/Carer's Leave

- 63.1 For each year of service with NFSA, employees are entitled to 20 days of paid personal/carer's leave. An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- 63.2 Personal/carer's leave accrues on a pro-rata basis for part-time employees.
- 63.3 An employee is entitled to take personal/carer's leave where the employee is:
 - (a) ill or injured; or
 - (b) required to provide care or support for members of the employee's family or household because of a personal illness or injury of the member or an unexpected emergency affecting the member.
- 63.4 An employee is not entitled to payment in lieu of personal/carer's leave where employment ceases.
- 63.5 The taking of personal/carer's leave is subject to the giving of notice to the relevant manager.
- 63.6 An employee must give their manager notice as soon as possible of their need to be absent, the nature of the absence and the expected period of absence. The advice should be provided before 10.00am on the actual or initial day of absence. Where the period of expected absence extends beyond the originally notified date, the employee must advise their manager as soon as possible.
- 63.7 The notice given to an employee's manager (as required in subclause 63.5) will be considered to have satisfied the requirement for prior notice of the absence. The requirement for prior notification may be waived where the Delegate is satisfied that an employee was unable to notify an absence due to circumstances beyond their control.
- 63.8 An employee will provide sufficient evidence (as prescribed in ['FW Act' section 107](#)) to the Delegate in the following circumstances:

- (a) where the employee is or will be absent on personal/carer's leave for more than 3 consecutive working days, and up to 8 days in a calendar year, unless the Delegate informs the employee that such evidence will not be required; or
 - (b) if the employee has been advised by the Delegate that they are required to provide evidence for any future personal/carer's leave absences due to the employee's pattern of leave; or
 - (c) arrangements are in place for managing attendance as part of managing performance; or
 - (d) if the Delegate has reason to believe that the employee's absence is not consistent with the appropriate use of personal/carer's leave.
- 63.9 The Delegate will require an employee to be absent due to any illness where a medical certificate has been provided.
- 63.10 Employees (including casual employees) are entitled to two (2) days unpaid carer's leave in accordance with the ['FW Act'](#).
- 63.11 The Delegate may approve periods of unpaid personal/carer's leave where:
- (a) an employee has exhausted paid Personal/Carer's Leave credits;
 - (b) an employee requests unpaid Personal/Carer's leave and the Delegate determines it is warranted in the circumstances; or
 - (c) the Delegate determines that it is not appropriate to grant paid carer's leave for caring purposes.
- 63.12 If an employee becomes eligible for a prevailing type of leave provided in accordance with the NES during a period of annual leave or long service leave, the CEO will approve the substitution of leave. Such approval is subject to an employee's eligibility for the prevailing leave type including available leave credits and, where applicable, the production of satisfactory evidence. Annual leave or long service leave will be re-credited to the extent of any other leave granted.
- 63.13 If an employee takes more than 30 days leave that does not count as service within a 12 month period, the date of the next personal/carer's leave credit will be deferred by that number of days.
- 63.14 Unless provided by legislation, an employee will not be retired without their consent on invalidity grounds before all paid personal/carer's leave credits have been exhausted. The only exception is where the employee has an accepted workers compensation claim.

64. Cultural and Ceremonial Leave for Aboriginal and Torres Strait Islander Employees

- 64.1 NFSA is committed to the employment of Aboriginal and Torres Strait Islander people and recognises the traditional roles and obligations placed on them to participate in cultural and ceremonial activities.
- 64.2 To enable Aboriginal and Torres Strait Islander employees to meet these obligations the Delegate may approve up to 5 days paid or unpaid miscellaneous leave, the use of annual or access to flexible work provisions each calendar year to participate in cultural or ceremonial events, including external NAIDOC Week activities.

65. Cultural and Ceremonial Leave

- 65.1 The NFSA recognizes the importance of cultural and ceremonial events. The Delegate may approve up to 5 days paid or unpaid discretionary leave, the use of annual leave or access to flexible work provisions to attend culturally significant or ceremonial activities or events.

66. Miscellaneous Leave

- 66.1 Miscellaneous leave may be granted with or without pay for a purpose not provided for elsewhere in this Agreement, or where other appropriate forms of leave have been exhausted. Unless otherwise determined by the Delegate:
- (a) a period of miscellaneous leave with pay will count as service for any purpose; and
 - (b) a period of miscellaneous leave without pay will not count as service for any purpose.
- 66.2 Applications for miscellaneous leave are considered subject to the operational requirements of the Agency and on a case-by-case basis. Appropriate supporting evidence, relevant to the request, is to be provided with the application.
- 66.3 Unless the Delegate determines otherwise, miscellaneous leave without pay will not be granted until all forms of appropriate paid leave are exhausted i.e. miscellaneous leave will only be approved where another form of leave is not available.
- 66.4 Unless the Delegate determines otherwise, any continuous period of Miscellaneous Leave without pay greater than 30 calendar days will not count as service for the accrual of Annual and Personal/carer's Leave purposes.

67. Defence Reserve Leave

- 67.1 The Delegate may grant an employee leave, with or without pay, to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
- 67.2 An employee is entitled to ADF Reserve leave with pay, for up to four weeks during each financial year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.
- 67.3 During the employee's first year of ADF Reserve service, a further two weeks' paid leave may be granted to facilitate participation in additional ADF Reserve training, including induction requirements.
- 67.4 With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of 2 years, to enable the employee to undertake training as a member of the ADF Reserves.
- 67.5 Employees are not required to pay their tax free ADF Reserve salary to the Agency in any circumstances.
- 67.6 Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts for all purposes except annual leave.
- 67.7 Employees are to notify supervisors at the earliest opportunity once the dates for the ADF Reserve, CFTS or Cadet Force activities are known and/or changed.
- 67.8 Employees fulfilling cadet instructor duties may be granted up to an additional 3 weeks leave per annum to perform duties as an officer or instructor of cadets.

68. Compassionate/Bereavement Leave

- 68.1 An employee is entitled to paid compassionate leave of up to 3 days on each occasion where a member of the employee's family or household contracts or develops an illness or injury that poses a serious threat to his or her life. Compassionate leave may be taken in accordance with the ['FW Act'](#).
- 68.2 An employee is entitled to paid bereavement leave of 3 days on each occasion of the death of a member of the employee's immediate family or household.
- 68.3 Casual employees are entitled to 3 days of unpaid compassionate leave for each occasion where a member of the employee's immediate family or household contracts or develops an illness or injury that poses a serious threat to his or her life.

69. Community Service Leave

- 69.1 Employees are eligible for 1 day's paid leave per calendar year to perform voluntary work for a not-for-profit community organisation and associated ceremonial duties. The Delegate may approve up to an additional 4 days paid leave per calendar year. The timing of the leave must be agreed by the Delegate and may be taken in part days. The employee must provide satisfactory evidence of the voluntary work performed by the employee.

70. Voluntary Emergency Leave

- 70.1 In accordance with [s.108 of the 'FW Act'](#), employees who participate in voluntary emergency management duties, including training, emergency service responses, reasonable recovery time, and ceremonial duties will be eligible for paid leave.
- 70.2 This leave will count as service for all purposes.

71. Jury Service Leave

- 71.1 Employees who are required by a court to attend either for jury selection or to act as a juror will be released from duty on full pay for the period required, without the need to formally apply for leave.
- 71.2 The employee will be required to advise their manager in advance and provide proof of the need for their attendance.
- 71.3 If the employee receives a daily payment (excluding special allowances and specific allowances) from the court for attendance, they must repay that amount to the NFSA for the period of absence. If the repayment is not made, an equivalent amount will be deducted from the employee's salary.

72. Unauthorised Absence

- 72.1 If an employee is absent from work without approval all pay and other benefits provided under this Agreement will cease to be available until the employee resumes work, is granted leave, or ceases employment. A period of unauthorised absence does not count as service for any purpose.
- 72.2 If an employee is unexpectedly unable to attend work the employee or his or her representative should make a reasonable effort to notify the relevant manager before 10:00am on the given day.

73. Leave not to count as service

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

74. Industrial Hearing Leave

- 74.1 Leave with full pay will be granted to any employee required to attend industrial proceedings or summoned as a witness in industrial proceedings under the 'FW Act'.
- 74.2 Leave granted under this clause will count as service for all purposes. However, leave will not be granted for employees to prepare or conduct cases.
- 74.3 Leave will be granted for the period the employee is reasonably required to be absent from duty for this purpose, including reasonable travelling time.
- 74.4 The employee is to provide the NFSA with proof of the requirement to attend Fair Work Commission and of the time required to be spent for this purpose.

LEAVE FOR PARENTING PURPOSES

75. Parental Leave

- 75.1 For the purposes of this clause, Parental Leave entitlements operate in conjunction with and inclusive of all leave entitlements derived from the [Maternity Leave \(Commonwealth Employees\) Act 1973](#) (Cth) ('ML Act') and the *National Employment Standards Parental Leave provisions of the Fair Work Act 2009* (Cth). Where not already specified in this Agreement, long term foster care arrangement is to be read consistent with the adoption provisions contained in the 'FW Act'.
- 75.2 An employee who has at least 12 months continuous service in the APS and is the caregiver is entitled to unpaid parental leave in accordance with Division 5 of Part 2-2 of the 'FW Act'.
- 75.3 Parental leave is available to an employee who is the birth mother of a child and employees who have or will have responsibility for the care of a child. The leave must be associated with:
- (a) the birth of a child to the employee, the employee's spouse, or the employee's defacto partner; or
 - (b) the placement of a child under the age of 16 with the employee for adoption consistent with the provisions of the FW Act 2009; or
 - (c) the placement of a child under a permanent or long term fostering arrangement by a person or organisation with statutory responsibility for the placement of the child where the child is under the age of 16 and who is not already a child of the employee or the employee's spouse or defacto partner and the child is not expected to return to their family; and
 - (d) circumstances where the employee has not previously fostered the child and was granted parental leave for that period.
- 75.4 Unless specifically stated otherwise below in clauses 77 to 79 parental leave is without pay and does not count for service.

76. Paid Parental Leave

- 76.1 Where an ongoing employee is the primary carer of the employee's child (or the child of the employee's partner), the employee may take up to 15 weeks' paid parental leave within 12 months after the birth of a child. The entitlement to paid parental leave under this clause is reduced by any period of paid maternity leave or paid supporting partner's leave taken by the employee or the employee's partner and cannot be taken concurrently with a period of parental leave (including maternity leave) taken by the employee's partner.
- 76.2 Paid parental leave counts as service for all purposes.

77. Maternity Leave

- 77.1 An employee is entitled to up to 52 weeks unpaid maternity leave in accordance with the 'ML Act' and these provisions operate concurrently with any leave available under subclause 75.1. The period of 52 weeks will be reduced by any period of leave taken under subclause 75.2.
- 77.2 An employee who is entitled to up to 12 weeks paid leave under the 'ML Act' is entitled to an additional 3 weeks of paid maternity leave under this Agreement.
- 77.3 The payment of any paid maternity leave available under subclauses 75.1 and 75.2 may be spread over a period of up to 30 weeks at a rate of half the normal base salary. Such an administrative arrangement must be elected prior to commencing leave and only the first half (15 weeks) will count for service purposes.

78. Leave for supporting partners

- 78.1 An employee who is not the primary care giver to a dependent child is entitled to be absent from the workplace for 5 weeks with pay following the birth, adoption or fostering of their dependent child.
- 78.2 The payment of any paid supporting partners leave available under subclauses 75.1 may be spread over a period of up to 10 weeks at a rate of half the normal base salary. Such an administrative arrangement must be elected prior to commencing leave and any paid supporting partners leave will count as service for all purposes.
- 78.3 An employee with 12 months continuous service in the APS who becomes the caregiver of a dependent child, following a period of supporting partners leave, is entitled to a maximum of 12 months unpaid leave (not to count as service) from the date of the birth of the dependent child.
- 78.4 The maximum period of 12 months is reduced by any period of leave taken under subclauses 75.1 and 75.2.

79. Adoption/ Foster/ Permanent Care Leave

- 79.1 An employee who has 12 months continuous service in the APS and is the primary carer of a adopted/fostered child or is granted permanent care orders of a child is eligible for 15 weeks paid leave (to count as service).
- 79.2 The period of leave may commence up to one week prior to the employee becoming the primary carer for the child.

- 79.3 An employee applying for Adoption/Foster/ Permanent care leave must provide official documentary evidence from the relevant organisation with statutory responsibility for long-term placement of the child.
- 79.4 The payment of any paid parental leave available under subclause 76.1 may be spread over a period of up to 30 weeks at a rate of half the normal base salary. Such an administrative arrangement must be elected prior to commencing leave and only the first half (15 weeks) will count for service purposes.

80. Return to Work after Parental Leave

- 80.1 On return from an initial period up to 12 months parental leave, an employee is entitled to return to:
- (a) the employee's pre-parental leave position on the same employment and attendance basis prior to the leave; or
 - (b) if the position no longer exists – an available position for which the employee is qualified and suited nearest in employment status and pay to the pre-parental leave position.
- 80.2 An employee planning to return to work from Maternity/Parental Leave on a date different to that originally applied for is required to give the Agency at least 2 weeks' written notice of the date the employee proposes to return to work. A shorter period of notice may be agreed by the Delegate.
- 80.3 Employees are entitled to unpaid parental leave and unpaid adoption leave in accordance with the 'FW Act' and [National Employment Standards](#).
- 80.4 Unpaid parental leave does not count as service for any purpose unless required by legislation.
- 80.5 At the Delegate's discretion, ongoing employees with 12 months continuous service may take unpaid long term child care leave for a period of up to four years from the birth, adoption or fostering of a child. Unpaid long term child care leave (excluding any periods of maternity leave or parental leave) will not count for service for any purpose.

SECTION H – WORKFORCE MANAGEMENT

81. Resignation by employee

- 81.1 An employee may resign from employment at any time by giving a minimum of two (2) weeks' notice in writing to the Delegate.

82. Termination of employment by the NFSA

- 82.1 The Delegate may terminate the employment of an employee for serious misconduct, without notice or payment in lieu of notice of termination.
- 82.2 Notice of termination will be four weeks, or five weeks for an employee over the age of 45 with at least 5 years continuous service.

83. Final monies on cessation of employment

- 83.1 Prior to ceasing employment, employees will be advised of any outstanding monies owed to the NFSA.

- 83.2 At the time of cessation the NFSA will deduct any outstanding monies owed from the employee's final entitlements.

MANAGEMENT OF EXCESS EMPLOYEES

84. Principles and Definition

- 84.1 Clauses 85 to 95 below apply to ongoing employees who are not on probation.
- 84.2 An employee is excess when:
- (a) the class of employee in the agency to which the employee belongs comprises a greater number of employees than is necessary and/or the services of the employee are no longer required for the efficient or economical working of the NFSA, or
 - (b) the services of the employee cannot be effectively used due to technological or other changes in the work methods of the agency, or structural or other changes in the nature, extent or organisation of the functions of the agency, or
 - (c) the duties usually performed by the employee are to be performed at a different locality and the employee is not willing to perform those duties at the new locality, and the CEO has determined that the employee is excess to the agency's requirements.

85. Notification of potentially excess status

- 85.1 The CEO must not involuntarily retire any employees if there remain employees engaged in that work at the employee's classification level in that location who have elected to be retired, been refused, and still wish to accept voluntary redundancy.
- 85.2 Where the CEO becomes aware that an employee is potentially excess, the CEO will advise the employee in writing, as soon as practicable, that the employee is potentially excess and notify them of their right to choose a representative, which may include the relevant union.
- 85.3 The CEO will hold discussions with the employee and the employee's nominated representative (if applicable), over a period no longer than one month since notification of their potentially excess status to consider:
- (a) any measures that could be taken to remove or reduce the likelihood of an employee becoming excess;
 - (b) redeployment opportunities within the NFSA or within the APS; or
 - (c) whether voluntary redundancy might be appropriate.
- 85.4 The employee and CEO may agree in writing to waive or alter the employee's entitlement to the one month discussion period (subclause 85.3).

86. Invitation to other employees to express interest in voluntary redundancy (VR)

- 86.1 The CEO may, prior to the conclusion of the discussions referred to in subclause 85.3 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.

87. Declaration of excess

- 87.1 Where an employee has been notified that he or she is potentially excess and the employee or their nominated representative has declined to participate in a discussion referred to in subclause 85.3 the CEO may immediately identify the employee as excess to the requirements of NFSA.
- 87.2 The CEO may declare an employee as excess to the requirements of NFSA, in writing one month or a lesser timeframe as at subclause 85.4, after the employee was notified that he or she is potentially excess.
- 87.3 The CEO may, prior to the conclusion of discussions with an employee, invite employees who are not excess employees to express interest in voluntary redundancy, where the retrenchment of those employees would permit the redeployment of employees who are in a redundancy situation and who would otherwise remain excess.
- 87.4 The CEO must not involuntarily retire any employees if there remain employees engaged in that work at the employee's classification level in that location who have elected to be retired, been refused, and still wish to accept voluntary redundancy.

88. Redeployment and re-assignment of duties

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

89. Workplace support for excess employees

- 89.1 An excess employee may request access to paid leave, and assistance in meeting the cost of reasonable travel or incidental expenses incurred in seeking alternative employment where these are not met by the prospective employer.

90. Consideration of Voluntary Redundancy (VR)

- 90.1 An employee who has been declared excess will be advised in writing, and may be offered a voluntary redundancy. The employee will be given 1 month, commencing on the day after any offer is made, in which to consider the voluntary redundancy providing the employee has been in receipt of the information listed in clause 94 for a minimum of 2 weeks.
- 90.2 Only one offer of voluntary redundancy will be made to an employee in an excess or potentially excess situation.
- 90.3 An employee offered a voluntary redundancy will be provided, as soon as practicable, information on their entitlements they would be eligible to receive if terminated, including leave credits, superannuation and taxation treatment of entitlements. This information is provided for guidance purposes only and is not an offer capable of forming a binding contract.

- 90.4 The consideration period of a VR can be reduced by agreement in writing between the employee and the CEO.
- 90.5 An employee who is declared excess to the agency's requirements will be reimbursed for expenses incurred in seeking financial advice up to \$500 (including GST). Proof of use and cost of services must be provided for reimbursement.

91. Notice Period

- 91.1 Upon receipt of the acceptance of an offer of VR, the CEO will issue the employee with a notice of termination under section 29 of the 'PS Act'.
- 91.2 Where the excess employee agrees to voluntary redundancy, the Delegate may terminate their employment under section 29 of the 'PS Act' by giving the required period of notice. The period of notice will be in line with the NES standards.
- 91.3 Where an employee requests and the CEO agrees or where the CEO directs an earlier termination date within the notice period, the employee's employment will be terminated under section 29 of the 'PS Act' on that date. The employee will receive payment in lieu of notice for the unexpired portion of the notice period on the basis of:
- (a) the employee's current ordinary hours of work;
 - (b) the amounts payable to the employee in respect of those hours, e.g. allowances; and
 - (c) 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.

92. Severance Benefit – Recognition of Service

- 92.1 An employee who accepts a VR and whose employment is terminated by the CEO under section 29 of the 'PS Act' on the grounds that he/she is excess to requirements is entitled to two (2) weeks' salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last completed year of service.
- 92.2 The minimum amount payable will be four (4) weeks' salary and the maximum will be 48 weeks' salary subject to any minimum amount the employee is entitled to under section 119 of the 'FW ACT'.
- 92.3 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.

93. Severance benefit – rate of payment

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

- (c) 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.

93.2 Service for severance pay purposes means:

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

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

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

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

- (a) the employee lacks, or has lost, an essential qualification to perform his or her duties;
- (b) non-performance, or unsatisfactory performance, of duties;
- (c) inability to perform duties because of physical or mental incapacity;
- (d) failure to satisfactorily complete an entry level training course;
- (e) failure to meet a condition imposed under section 22(6) of the 'PS Act'; or
- (f) a breach of the Code of Conduct;
- (g) on a ground equivalent to a ground listed in subclause 93.4 under the repealed Public Service Act 1922;
- (h) through voluntary retirement at or above the minimum retiring age applicable to the employee; or
- (i) with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit,

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

94. Retention Period

- 94.1 An employee will receive time off with full pay to attend bona fide employment interviews, from the date the period of notice commences.
- 94.2 An excess employee who does not accept an offer of voluntary redundancy is entitled to the following retention period:
- (a) 13 months where an employee has 20 or more years of service or is over 45 years of age; or
 - (b) 7 months for other employees.
- 94.3 The retention period will commence on the earlier of the following:
- (a) the day the employee is formally advised in writing by the CEO that he or she is an excess employee; or
 - (b) one month after the day on which the CEO invites the employee to accept a VR.
- 94.4 If an excess employee is entitled to a redundancy payment in accordance with section 119 of the 'FW ACT' the retention period in subclause 94.2 is reduced by the number of weeks' redundancy pay that the employee will be entitled to under the 'FW ACT' on termination of employment.
- 94.5 The retention period may be extended by any periods of paid personal or compassionate leave, which is supported by medical evidence during the retention period.
- 94.6 During the retention period, the CEO:
- (a) will continue to take reasonable steps to find alternative suitable employment for the excess employee; and/or
 - (b) may after giving 4 weeks' notice to the excess employee reduce his or her classification as a means of securing alternative employment.
- 94.7 If an employee's classification is reduced during the retention period, the employee will continue to be paid at his or her previous substantive base salary, immediately prior to the reduction in classification, for the balance of the retention period.
- 94.8 Where the CEO believes there is insufficient productive work available for the excess employee during the retention period, the CEO may, with the agreement of the employee, terminate the employee's employment under section 29 of the 'PS Act' on the grounds that he/she is excess to requirements and pay the balance of the retention period as a lump sum amount and any redundancy payment to which the employee is entitled to under section 119 of the 'FW ACT'. The lump sum payment will be taken to include payment in lieu of notice of termination.

95. Involuntary Retrenchment

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

ATTACHMENT A – SALARY TABLES

		<i>NFSA Current Pay rate</i>	Transition Increment	NFSA Salary on commencement 3% #	12 months from Commencement 2% #	18 months from commencement 1% #
APS1	1.1	42185		43451	44320	44763
	1.2	43579		44886	45784	46242
	1.3	44785		46129	47051	47522
	1.4	46551		47948	48906	49396
APS 2	2.1	47785		49219	50203	50705
	2.2	48945		50413	51422	51936
	2.3	50209		51715	52750	53277
	2.4	51497		53042	54103	54644
	2.5	52764		54347	55434	55988
APS 3	3.1	54341		55971	57091	57662
	3.2	55568		57235	58380	58964
	3.3	56962		58671	59844	60443
	3.4	58631		60390	61598	62214
	3.5	60523		62339	63585	64221
APS4	4.1	61316		63155	64419	65063
	4.2	62892		64779	66074	66735
	4.3	64487		66422	67750	68428
	4.4	65417		67380	68727	69414
APS5	5.1	68000		70040	71441	72155
	5.2	69264		71342	72769	73496
	5.3	71196		73332	74799	75547
	5.4	71942		74100	75582	76338
APS6	6.1	74884		77131	78673	79460
	6.2	76784		79088	80669	81476
	6.3	80193		82599	84251	85093
	6.4	83603		86111	87833	88712
EL1	1.1	94662		97502	99452	100446
	1.2	96845		99750	101745	102763
	1.3	101250		104288	106373	107437
EL2##	2.1	<i>Not Applicable</i>				
	2.2	112364	2.1	115735	118050	119230
	2.3	120602	2.2	124220	126704	127972
	2.4	124630	2.3	128369	130936	132246

Salary rates will be applicable at the start of the first full pay period thereafter.

EL2 pay points will transition on commencement of the Enterprise Agreement.

ATTACHMENT B – RECOGNITION OF ALLOWANCE FOR PARTICULAR PURPOSES

The table below shows how allowances of a non-reimbursable nature are treated.

	Counts as salary for superannuation ~	Counts as salary for overtime	Payable during long service leave	Payable during annual leave	Payable during other paid leave	Reduced during periods of half pay leave (if payable during leave) or part-time employment	Included in salary for calculation of redundancy payment *	Included in salary for payment in lieu of termination notice *	Included in salary for payment in lieu of annual leave *	Included in salary for payment in lieu of long service leave *
Workplace Support Allowance ^	No	No	Yes	Yes	Yes	Yes				
Higher Duties Allowance	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes
Restriction Allowance	No	No	No	No	No	No	No	No	No	No

* Employee must be in receipt of the relevant allowance on the last day of service for it to count towards these purposes

~ Employee must have been in receipt of the relevant allowance for a minimum period of 12 months for the allowance to count for this purpose

^ Allowance is only payable during periods of leave up to 20 days. Allowance will cease for periods in excess of 20 days.

ATTACHMENT C – KEY TERMS

Agency	The National Film and Sound Archive of Australia
Agreement	<i>The National Film and Sound Archive of Australia Enterprise Agreement 2017 - 2020.</i>
APS	The Australian Public Service.
APS employee	Refers to an employee employed under the 'PS Act' and has the same meaning as that contained within the 'PS Act'.
Base salary	The rate of pay payable to the employee for his or her ordinary hours of work, but not including any of the following: <ul style="list-style-type: none"> • incentive-based payments and bonuses; • loadings; • monetary allowances; • overtime or penalty rates; and • any other separately identifiable amounts.
Defacto Partner	The defacto partner of an employee means: <ul style="list-style-type: none"> • a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and • includes a former defacto partner of the employee.
Delegate	Means someone to whom a power has been Delegated
Dependant	In relation to an employee means: <ul style="list-style-type: none"> • an employee's spouse; or • an employee's partner who stands in a bona fide domestic relationship with the employee; or • a child or parent of the employee, or of the spouse/partner of the employee being a child or parent who ordinarily resides with the employee and who is wholly or substantially dependent upon the employee.
Employee	A member of staff of the NFSA employed under the 'PS Act' and paid by the NFSA through the payroll system, whose employment is covered by this Agreement, whether he or she is an ongoing or non-ongoing employee, or is employed on a full-time or part-time, or casual basis.

Excess Employee	An employee who is excess to the requirements of the NFSA if the Delegate determines: <ul style="list-style-type: none"> • the employee is included in a class of employees employed by the Agency, and there are more employees in the class than is necessary for the efficient and economical working of the Agency; • the services of the employee cannot be effectively used because of technological or other changes in the work methods, or changes in the nature, extent or organisation of the functions of the Agency; or • the duties usually performed by the employee are to be performed by the employee at a different locality, and the employee is not willing to perform duties at that locality.
Fair Work Act; 'FW Act' or FWA	Means: <i>Fair Work Act 2009</i>
Family	Family or immediate family means: <ul style="list-style-type: none"> • a spouse, former spouse or defacto partner of the employee • a child (including an adopted child, step child or foster child) • parent, grandparent, grandchild or sibling of the employee • a child (including an adopted child, step child or foster child) of the employee's spouse or defacto partner • a parent, grandparent, grandchild or sibling of a spouse or defacto partner of the employee • a member of the employee's household
Foster Child	A foster child of an employee means a child for whom the employee has assumed primary responsibility for the long term care of the child who is, or will be, under 16 years of age and the child is not (otherwise than because of fostering) a child of the employee or the employee's spouse or defacto partner.
'LSL Act'	Long Service Leave (Commonwealth Employees) Act 1976
Manager	An employee who has managerial and/or supervisory responsibilities
NES	National Employment Standards of the Fair Work Act
Non-ongoing employee	An employee engaged for a specific period, the duration of a specified task or duties that are irregular or intermittent, as defined by the 'PS Act'.
NFSA	National Film and Sound Archive of Australia
Ongoing employee	Ongoing employment as defined by the 'PS Act'.
Parliamentary Service	Refers to engagement under the <i>Parliamentary Service Act 1999</i> .

Permanent care order	A permanent care order is a court order which grants custody and guardianship of a child (up to the age of 18) to the person or persons named in the order (not being the child's parent).
'PS Act'	<i>Public Service Act 1999</i>
Salary	The employee's annual rate of pay set in accordance with Attachment A of this Agreement or an individual's rate of pay in accordance with clause 6 of this Agreement.
SES	A Senior Executive Service employee under section 34 of the 'PS Act'.
Substantive	An employee's permanent/ongoing classification level.
Work Level Standard (WLS)	Describes the work of a particular employment group and the various work levels (classifications) within that group.

ATTACHMENT D – PENALTY RATES

The table below shows penalty rate payments, additional to the ordinary rate of pay, applicable to work undertaken in accordance with clause 52.

Casual employees are entitled to these penalty rates.

Work including weekends	Penalty Rate
Monday - Friday 7am to 7pm	Ordinary Time
Monday - Friday 7pm to 7am	30%
Saturday	50%
Sunday	100%
Public Holidays	150%

Note: Penalty rate is paid for the whole of the shift (excluding overtime hours).

ATTACHMENT E – SUPPORTED WAGE RATES

1. This Attachment E defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.
2. In this schedule:
 - Approved assessor means a person accredited by the management unit established by the Commonwealth under the Supported Wage System (SWS) to perform assessments of an individual's productive capacity within the SWS.
 - Assessment instrument means the tool provided for under the SWS that records the assessment of the productive capacity of the person to be employed under the SWS.
 - Disability Support Pension means the Commonwealth Government pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.
 - Relevant minimum wage means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged.
 - SWS means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook.
 - SWS wage assessment agreement means the document in the form required.

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.

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

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

6. Provided that the minimum amount payable must be not less than \$84 per week.
7. Where an employee's assessed capacity is 10%; they must receive a high degree of assistance and support.

Assessment of capacity

8. For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the employer and the employee, and if the employee so desires, their representative.
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 *Social Security Act 1991*.

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 'FWC'.
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 'FWC' to the union by certified mail and the agreement will take effect unless an objection is notified to the 'FWC' 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 SWS.

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 4 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 \$84 per week.
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 subclauses (7) and (8).

Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2017/3137

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Denise Cardew-Hall, Chief Financial Officer / Chief Operating Officer for The National Film and Sound Archive of Australia (the NFSA) give the following undertakings with respect to the National Film and Sound Archive of Australia Enterprise Agreement 2017-2020 ("the Agreement"):

1. I have the authority given to me by the NFSA to provide this undertaking in relation to the application before the Fair Work Commission.
2. If any person is hired under Clause 19 of the Agreement, the rate of pay determined by the Delegate under clause 19.2 will be equal to the relevant classification rates set out in the *Australian Public Service Enterprise Award 2015 (The Award)*.
3. The restriction in clause 31.1 for higher duties will not apply to any person being paid Award rates. Such persons will receive a higher duties allowance where they have been directed to perform continuous higher duties for at least half a day.
4. In addition to Clause 82.2 of the Agreement, the NFSA will undertake that it will provide notice of 5 weeks for employees who are over 45 where they have completed at least **2 years of continuous service**, to ensure the NFSA complies with the National Employment Standards (NES) of the *Fair Work Act 2009*, section 117 (3)(b).
4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



12/09/2017

Signature

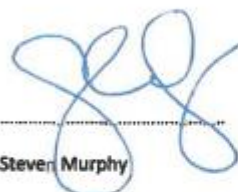
Date

Compliance with paragraph 185(2)(a) of the Fair Work Act 2009 (Cth)

In accordance with regulation 2.06A of the Fair Work Regulations 2009

this enterprise agreement is signed by:

Employee Representative



Steven Murphy

Assistant State Secretary

Australian Manufacturing Workers' Union

Address

2/133 Parramatta Road

GRANVILLE

NSW 2142



Compliance with paragraph 185(2)(a) of the Fair Work Act 2009 (Cth)

In accordance with regulation 2.06A of the Fair Work Regulations 2009
this enterprise agreement is signed by:

Employer Representative



Denise Cardew-Hall
CFO/COO
National Film and Sound Archive
Chief Negotiator

Address

McCoy Circuit
Acton
ACT 2601

Employee Representative



Beth Vincent-Pietsch
Deputy Secretary
Community & Public Sector Union

Address

1/40 Brisbane Avenue
Barton
ACT 2600