

Screen Australia Enterprise Agreement 2024-2027

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Section 1: Technical matters

1. Title

This Agreement will be known as the *Screen Australia Enterprise Agreement 2024 – 2027 (Agreement)*.

2. Screen Australia Values and Code of Conduct

- (a) Screen Australia is committed to the APS Values and Code of Conduct, as expressed in sections 10 and 13 of the PS Act, and to Screen Australia's Values and Code of Conduct.
- (b) Screen Australia is committed to upholding the following values:
 - (i) to be openly accountable to the Australian Government and the stakeholders it serves.
 - (ii) to demonstrate respect, responsiveness, fairness, timeliness, equity and transparency of decision-making to employees, clients and stakeholders.
 - (iii) to encourage and facilitate the participation of a range of clients, reflecting the diversity of the Australian community.
 - (iv) to exercise excellence, leadership, innovation, courage and accountability in all areas of work.
- (c) Screen Australia respects the diverse backgrounds and dignity of all Screen Australia employees. It is committed to equal opportunity for all employees. Screen Australia values communication, consultation, co-operation and input from employees on matters affecting the workplace. Screen Australia wants to provide a fair, flexible, safe and rewarding environment free from discrimination and harassment. Screen Australia encourages lifelong learning, personal development, and a healthy work/life balance.

3. Parties to the Agreement

This Agreement covers:

- (a) the Chief Executive Officer, for and on behalf of the Commonwealth of Australia as the employer;
- (b) all employees of Screen Australia employed under the PS Act or the Screen Australia Act other than Senior Executive Service employees or equivalent;
- (c) subject to notice being given in accordance with section 183 of the FW Act, the following employee organisation/s which were bargaining representatives for this Agreement:
 - (i) Community and Public Sector Union (**CPSU**); and
 - (ii) Media, Entertainment and Arts Alliance (**MEAA**).

4. Operation of the Agreement

- (a) This Agreement will commence operation seven days after approval by the Fair Work Commission.
- (b) This Agreement will nominally expire on 28 February 2027.

5. Delegations

The Chief Executive Officer (**CEO**) may delegate to or authorise any person to perform any or all of the CEO's powers or functions under this Agreement, including the power of delegation, and may do so subject to conditions.

6. National Employment Standards (NES) precedence

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

7. Closed comprehensive Agreement

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

8. Individual flexibility arrangements

- (a) Screen Australia and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (i) the agreement deals with one or more of the following matters:
 - (A) arrangements about when work is performed;
 - (B) overtime rates;
 - (C) penalty rates;
 - (D) allowances;
 - (E) remuneration; and
 - (F) leave and leave loading; and

- (ii) the arrangement meets the genuine needs of Screen Australia and the employee in relation to one or more of the matters mentioned in clause 8(a)(i); and
 - (iii) the arrangement is genuinely agreed to by Screen Australia and the employee.
- (b) Screen Australia must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the FW Act;
 - (ii) are not unlawful terms under section 194 of the FW Act; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) Screen Australia must ensure that the individual flexibility arrangement:
 - (i) is in writing;
 - (ii) includes the name of Screen Australia and the employee;
 - (iii) is signed by Screen Australia and the employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (iv) includes details of:
 - (A) the terms of the enterprise agreement that will be varied by the arrangement;
 - (B) how the arrangement will vary the effect of the terms;
 - (C) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (v) states the day on which the arrangement commences.
- (d) Screen Australia must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) Screen Australia or the employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if Screen Australia and the employee agree in writing – at any time.
- (f) Screen Australia and the employee are to review the individual flexibility arrangement at least every 12 months.

9. Definitions

The following definitions apply to this Agreement:

- (a) **Agreement** means the *Screen Australia Enterprise Agreement 2024 - 2027*.
- (b) **APS** means the Australian Public Service.

- (c) **APS agency** means an agency whose employees are employed under the PS Act, including an agency as defined in section 7 of the PS Act whose employees are employed under that Act.
- (d) **APS consultative committee** means the committee established by the APS Commissioner to consider matters pertaining to the (APS) employment relationship and of interest to the APS as a whole.
- (e) **APS employee** means an Employee who is engaged under the PS Act.
- (f) **Australian Defence Force Cadets** means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
- (g) **Bandwidth** means the span of hours during which an employee can perform ordinary hours.
- (h) **Broadband** refers, in respect of APS employees, to the allocation of more than one approved classification by the Chief Executive Officer to a group of duties involving work value applying to more than one classification under sub-rule 9(4) of the *Public Service Classification Rules 2000*. A broadband encompasses the full range of work value of the classifications contained within it.
- (i) **Casual employee (irregular or intermittent employee)** means an employee engaged under section 22(2)(c) of the PS Act or section 31(2) of the Screen Australia Act who:
 - (i) is a casual employee as defined by the FW Act; and
 - (ii) works on an irregular and intermittent basis.
- (j) **Classification** means:
 - (i) in respect of APS employees, the approved classifications as set out in rule 5 of the *Public Service Classification Rules 2000*; and
 - (ii) in respect of employees engaged under section 31(2) of the *Screen Australia Act*, the classifications set out in Screen Australia's work level standards.
- (k) **CEO** means the Chief Executive Officer of Screen Australia or the Chief Executive Officer's delegate.
- (l) **Child** means a biological child, adopted child, foster child, stepchild, or ward.
- (m) **De facto partner** means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee.
- (n) **Delegate** means someone to whom a power or function has been delegated.
- (o) **Dependant** means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.

- (p) **Employee** means an employee of the Commonwealth engaged under section 22(2) of the PS Act or section 31(2) of the Screen Australia Act who is covered by this Agreement (whether full-time, part time or casual, ongoing or non-ongoing).
- (q) **Employee representative** means a person (whether an employee or not) elected or chosen by an employee, or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this Agreement.
- (r) **Family** means:
- (i) a spouse, former spouse, de facto partner or former de facto partner of the employee;
 - (ii) a child, parent, grandparent, grandchild, or sibling of the employee;
 - (iii) a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;
 - (iv) a member of the employee's household; or
 - (v) a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.
- (s) **Family and domestic violence** has the same meaning as in section 106B(2) of the FW Act.
- (t) **Full-time employee** means an employee employed to work an average of Screen Australia's standard working hours: 37 hours and 30 minutes per week and 150 hours over a four week settlement period, in accordance with this Agreement.
- (u) **FW Act** means the *Fair Work Act 2009* as amended from time to time.
- (v) **Manager** means an employee's direct manager who is usually the person to whom an employee reports to on a day-to-day basis for work related matters, and may include a person referred to as a supervisor.
- (w) **ML Act** means the *Maternity Leave (Commonwealth Employees) Act 1973* as amended from time to time and any successor legislation.
- (x) **NAIDOC** means the National Aboriginal and Indigenous Day of Celebration.
- (y) **Non-ongoing employee** means an employee engaged under either:
- (A) employee engaged under section 22(2)(b) of the PS Act for a specified term or for the duration of a specified task, and consistent with the FW Act.
 - (B) section 31(2) of the Screen Australia Act for a specified term or for the duration of a specified task, and consistent with the FW Act.
- (z) **NES** means the National Employment Standards at Part 2-2 of the FW Act.
- (aa) **Ongoing employee** means an employee engaged under either:

- (A) section 22(2)(a) of the PS Act; or
 - (B) section 31(2) the Screen Australia Act, not including a non-ongoing, contract or casual employee.
- (bb) **Ordinary hours, duty or work** means an employee's usual hours worked in accordance with this Agreement and does not include additional hours.
 - (cc) **Parliamentary service** means employment under the *Parliamentary Service Act 1999*.
 - (dd) **Partner** means a spouse, former spouse, de facto partner or former de facto partner.
 - (ee) **Part-time employee** means an employee whose ordinary hours are less than Screen Australia's standard working hours: 37 hours and 30 minutes per week or and 150 hours over a four week settlement period in accordance with this Agreement.
 - (ff) **Primary caregiver** for the purposes of the parental leave clause means a pregnant employee with an entitlement under the ML Act, or an employee other than a casual employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this Agreement.
 - (gg) **PS Act** means the *Public Service Act 1999* as amended from time to time.
 - (hh) **Relevant employee** means an affected employee.
 - (ii) **Screen Australia Act** means *Screen Australia Act 2008 (Cth)* as amended from time to time.
 - (jj) **SES** means the Senior Executive Service and consists of SES employees as defined in section 34 of the PS Act and their equivalents employed under the Screen Australia Act.
 - (kk) **Secondary caregiver** for the purposes of the parental leave clause means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this Agreement.
 - (ll) **Usual location of work** means the designated office location as identified in the Employee's employment contract or other engagement documentation. If no designated office location was specified identified in the Employee's employment contract or on engagement, the CEO may specify a designated office location by advising the employee in writing.

Section 2: Remuneration

10. Salary

- (a) Salary rates will be as set out in Appendix A – Base salaries of this Agreement.
- (b) The base salary rates in Appendix A - Base salaries include the following increases:
 - (i) 4.0 per cent from the first full pay period on or after 1 March 2024 (the 14 March 2024);

- (ii) 3.8 per cent from the first full pay period on or after 1 March 2025 (the 13 March 2025); and
 - (iii) 3.4 per cent from the first full pay period on or after 1 March 2026 (the 12 March 2026).
- (c) In recognition of a common alignment date of the first full pay period on or after 1 March each year, the base salary rates in Appendix A – Base salaries were calculated based on base salary rates as at 31 August 2023.

11. Payment of salary

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

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

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

12. Salary setting

- (a) Where an employee is engaged, moves to or is promoted by Screen Australia, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the CEO determines a higher salary within the relevant salary range under these provisions.
- (b) The CEO may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
- (c) In determining a salary under these provisions, the CEO will have regard to a range of factors (as relevant) including the employee's experience, qualifications and skills.
- (d) Where an employee commences ongoing employment at Screen Australia immediately following a period of non-ongoing employment at Screen Australia, the CEO will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee at Screen Australia.
- (e) Where an employee commences ongoing employment in Screen Australia immediately following a period of casual employment at Screen Australia, the CEO will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee at Screen Australia.
- (f) Where an APS employee moves to Screen Australia at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the CEO will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.

- (g) Where the CEO determines that an employee's salary has been incorrectly set, the CEO may determine the correct salary and the date of effect.

13. Incremental advancement principles

- (a) Employees who are not at the maximum salary point within their classification level will advance to the next salary point within their classification level if they have:
 - (i) a satisfactory performance rating during the employee's most recent performance review; and
 - (ii) 6 months of aggregate eligible service in Screen Australia at or above the relevant classification level during the most recent annual performance management cycle. If an employee has less than 6 months of aggregate eligible service, the CEO may exercise their discretion to determine a higher salary under clause 12.
- (b) Eligible service for salary progression will include:
 - (i) periods of paid leave and unpaid parental leave;
 - (ii) periods of unpaid leave that count as service; and
 - (iii) service while employed on a non-ongoing basis.
- (c) During a period of unpaid parental leave employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.
- (d) Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.
- (e) Casual employees will not be eligible for incremental advancement.
- (f) Salary advancement will take effect from the first full pay period after 1 August each year.

14. Superannuation

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

14.2 Method for calculating superannuation salary

- (a) Screen Australia will provide an employer contribution of 15.4 per cent of the employee's Fortnightly Contribution Salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation superannuation funds.
- (b) Employer contributions will be made for all employees covered by this Agreement.

- (c) Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

14.3 Payment during unpaid parental leave

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

15. Salary packaging

- (a) Employees (other than non-ongoing employees or casuals) may elect to salary package up to the maximum percentage of their annual salary allowable by law.
- (b) The Salary Packaging Guidelines provide details on items which may be salary packaged and how salary packaging is to be administered.
- (c) Where salary sacrifice arrangements are in place, the salary for superannuation purposes, severance and termination payments will be determined as if the salary sacrifice arrangement had not been entered into.

16. Overpayments

- (a) An overpayment occurs if the CEO (or Screen Australia) provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this Agreement).
- (b) Where the CEO considers that an overpayment has occurred, the CEO will provide the employee with notice in writing. The notice will provide details of the overpayment.
- (c) If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the CEO in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
- (d) If after considering the employee's response (if any), the CEO confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to Screen Australia in full by the employee.
- (e) The CEO and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
- (f) The CEO and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
- (g) Interest will not be charged on overpayments.
- (h) Nothing in clauses 16(a) to 16(g) prevents:

- (i) Screen Australia from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
- (ii) Screen Australia from pursuing recovery of the debt through other available legal avenues; or
- (iii) the employee or Screen Australia from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

17. Supported wage system

- (a) An employee may be paid a percentage of the relevant pay rate for their classification in line with their assessed capacity to do the work if they:
 - (i) have a disability;
 - (ii) meet the criteria for a Disability Support Pension; and
 - (iii) are unable to perform duties to the capacity required.
- (b) Specific conditions relating to the supported wage system are detailed in Appendix B – Supported Wage System.

Section 3: Allowances and reimbursements

18. Higher duties allowance

- (a) Where a role needs to be filled for periods of one working week or more for APS/SA Levels 1-6, and two working weeks or more for APS/SA EL 1-2, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
- (b) The rate of higher duties allowance will generally be set at the minimum salary point of the relevant classification unless otherwise approved by the CEO. Previous experience at this classification level or higher will be taken into consideration when determining the salary point.
- (c) Where an employee is found to be eligible for salary progression at their acting classification level they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
- (d) Where an employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.
- (e) Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job sharing arrangement where the duration of the arrangement is at least one working week or more for APS/SA Levels 1-6, and two working weeks or more for APS/SA EL 1-2.

- (f) Where the employee is on higher duties for less than one or two working weeks, whichever applies, and the period is extended beyond one or two working weeks respectively, they will be paid higher duties allowance for the full period.
- (g) If any public holiday or period of leave falls within the period of higher duties, the employee will receive higher duties allowance for that public holiday or period of leave. Where a non-SES employee acts in a SES position for a period of more than two working weeks, they will be entitled to additional remuneration as determined by the CEO.
- (h) In all cases, the CEO will approve in advance the scope of the higher duties to be undertaken, the work pattern and the period in which the employee will perform the higher duties.
- (i) The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.

19. Allowances and reimbursement

- (a) As appropriate, allowances and reimbursements will be payable either by a corporate credit card, in advance via electronic funds transfer or via the fortnightly pay cycle.
- (b) The CEO may, subject to presentation of receipts, authorise an additional payment in circumstances where an employee has incurred reasonable costs in excess of the allowance.

20. Travel Allowance

- (a) Employees required to travel either domestically or overseas for work will be paid a travel allowance or provided with a corporate credit card. The Domestic Travel Policy and the International Travel Policy provide further details on how travel allowance is administered.
- (b) The domestic travel allowance will be the daily amount published from time to time by the Australian Taxation Commissioner in the Commissioner's ruling on reasonable travel and meal allowance expense amounts, in line with the employee's salary level and destination.
- (c) Where employees are not provided with a corporate credit card, the overseas travel allowance will cover reasonable and actual costs, paid as a cash advance and based on the daily amount published from time to time by the Australian Taxation Commissioner as the reasonable amount for this purpose.
- (d) Where an employee has been provided with a corporate credit card, they will be required to reconcile their expenses based on receipts on their return to Australia.
- (e) Where an employee combines work in the interest of Screen Australia and private travel they must receive the CEO's prior written approval to do so. Financial support, if any, provided by Screen Australia will be agreed in writing at that time.
- (f) If an employee travels overseas for work they will be entitled to a rest break between travel and work as specified in the International Travel Policy.

21. Class of Travel and Recognition of Travel Time

- (a) Employees will travel economy class when required to travel on official business within Australia.
- (b) Class of travel for official business overseas is outlined in the International Travel Policy.
- (c) Travel for work undertaken by APS/SA Level 1-6 employees between 7:00 am to 7:00 pm may be recorded as flex time. The start and finish times of the 12-hour bandwidth may be adjusted in recognition of travel time with the approval of the CEO.
- (d) Travel time will not be paid as overtime.
- (e) Time off in lieu on an hour for hour basis in recognition of travel time may be approved in exceptional circumstances.

22. Workplace responsibility allowances

- (a) An employee who is appointed by Screen Australia or elected by eligible peers to one of the following roles will be paid a workplace responsibility allowance:
 - (i) First Aid Officer;
 - (ii) Health and Safety Representative;
 - (iii) Emergency Warden;
 - (iv) Harassment Contact Officer; and
 - (v) Mental Health First Aid Officer.
- (b) An employee is not to receive more than one workplace responsibility allowance unless approved by the CEO due to operational requirements.
- (c) The rate of payment for the workplace responsibility allowance will be:

Table 1: Workplace responsibility allowance rates

Rate from commencement of the Agreement	Rate from 13 March 2025	Rate from 12 March 2026
\$30.51 per fortnight	\$31.67 per fortnight	\$32.75 per fortnight

- (d) As a salary-related allowance, the value of the workplace responsibility allowance will continue to be increased in line with headline wage increases. These increases are incorporated in the rates in the table above.
- (e) The full allowance is payable regardless of flexible work and part-time arrangements.
- (f) An employee's physical availability to undertake the role will be considered by Screen Australia when appointing and reappointing employees to these roles. This is noting that

not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental Health First Aid Officers and Health and Safety Representatives depending on work group arrangements.

- (g) Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount of the workplace responsibility allowance, as varied from time to time, provided they engage in work during any given pay cycle, and irrespective of the frequency and duration of the work undertaken.
- (h) These allowances will count as salary for superannuation purposes.

23. Community language allowance

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

Table 2: Community language allowance rates

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

- (c) The allowance is calculated annually and paid fortnightly.
- (d) The full allowance is payable regardless of flexible work and part-time arrangements.

- (e) The allowance is payable during periods of paid leave.
- (f) The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

24. Screen Incentive

- (a) Screen Australia will reimburse eligible employees up to \$360 per year (excluding GST) for any screen related items or activities (including subscription television and SVOD).
- (b) This allowance applies to all employees, other than casual employees, who have been employed by Screen Australia for a continuous period of six months or more.
- (c) Part-time employees may claim a pro rata amount.
- (d) All amounts are based on the financial year and are pro rata from the date of commencement of employment or for the period worked for existing employees.
- (e) Employees may seek reimbursement of expenses on a half-yearly basis in line with the financial year.
- (f) This entitlement does not accrue if the employee has not expended \$360 (excluding GST) by the end of June 30 in any financial year.
- (g) Further information on the Screen Incentive and how it is administered is contained in the Screen Incentive Guidelines.

25. Miscellaneous Allowance

The CEO may from time to time approve the payment of other allowances.

26. List of Allowance Payments

Table 3: List of Allowance Payments

Allowance	Applies to	Details	Payment
Visually demanding screen-based work	All employees	Ocular reimbursement for each change in prescription or every 2 years	Up to \$290 for single focal Up to \$400 for multi focal
Health checks	All employees	Eyesight test	Eyesight test: Reimbursed on receipt of amount in excess of Medicare/insurance rebate

Healthy Lifestyle	All employees	As per Healthy Lifestyle Guidelines	\$120 (excluding GST) per financial year reimbursement half yearly in line with financial year
Excess fares reimbursement	All employees	Required to work in other than usual place	Reasonable additional costs as approved by Manager
Over Time meal allowance	APS/SA Levels 1-6 only	Approved overtime of 2 hours or more when continuous with ordinary duty and after 5 hours overtime where non-continuous with duty.	\$30.00
Motor Vehicle	All employees	Current driver's licence, motor vehicle insurance up-to-date, vehicle roadworthy and registered	As per the Domestic Travel Policy, based on ATO rates
Loss/damage for personal effects	All employees	Damage or loss to personal effects in the course of employment	Minimum reimbursement of \$24 as determined appropriate by the CEO

Section 4: Classifications and broadbands

27. Classifications and Work Level Standards

- (a) Positions in Screen Australia are classified into an eight-level structure consistent with:
- (i) in respect of APS employees, the *Public Service Classification Rules 2000*; and
 - (ii) in respect of employees engaged under section 31(2) of the Screen Australia Act, Screen Australia's work level standards.
- (b) The current classification structure is identified in Appendix A – Base Salaries.
- (c) In respect of APS employees only, the APS Work Level Standards continue to operate and describe the work at each of the classification levels for APS employees in this Agreement, consistent with the *Public Service Classification Rules 2000*, made in accordance with section 23 of the PS Act.

28. Graduates

- (a) Upon commencement as a graduate, a graduate will be engaged at the APS/SA Level 3 classification, and salary will be set at the minimum salary pay point of the APS/SA Level 3 classification and will apply during the course of training. Completion of training will be a condition of engagement.
- (b) When the CEO is satisfied that the course of training has been completed, the graduate will be advanced to the next applicable salary point of the APS/SA Level 3 classification.

29. Broadbanding

- (a) Broadbanding arrangements apply only to ongoing employees at APS/SA Levels 1 to 3, and do not apply to contract or non-ongoing employees.
- (b) Broadbanding will be implemented in accordance with the following provisions:
 - (i) advancement within a broadband is based on the employee's performance in the job and Screen Australia's needs;
 - (ii) if the employee is at the top salary point of their job level and performing, at least, to a standard that meets the requirement of their job including (but not limited to demonstrating effective performance and behaviours and meeting the performance standards set in their most recent performance review (further information can be found in Screen Australia's Performance and Development Planning Scheme Guidelines); they may be advanced to the next level within the broadband provided that:
 - (A) the employee's Manager has assessed that the employee has the skill requirements for the available work at the next level;
 - (B) there is sufficient ongoing work required to be performed at the higher level; and
 - (C) the CEO has approved the advancement.
 - (iii) where more than one employee satisfies the requirements of subclause 29(b)(ii) but there is insufficient ongoing work available for all such employees, a selection process will be undertaken to determine advancement.
 - (iv) if the employee is advanced to the next level within the broadband, in accordance with the provisions of this clause, they are automatically reclassified to the relevant Screen Australia classification level.
- (c) If the employee is entitled under the PS Act and they wish to seek a review of the reclassification or their claims for advancement, the provisions for review of employment actions, available under section 33 of the PS Act, may apply.

Section 5: Working hours and arrangements

30. Forms of Employment

- (a) Employees will be employed either under the PS Act or under the Screen Australia Act. The provisions of the PS Act will apply to employees employed under that Act.

31. Probation

- (a) Employees engaged for a period of more than three months, will be subject to a probationary period. The period of probation will be determined prior to the commencement of employment and outlined in the offer of employment.
- (b) The CEO may waive the probationary period based on the employee's work background including prior engagement with Screen Australia.
- (c) Further information on procedures during the probationary period is contained in the Probationary Period Policy.
- (d) The provisions of clause 75.1 (Performance and Development Planning Scheme), and clause 86.2 (Redundancy and Redeployment) do not apply to probationary employees

32. Job security

32.1 Commitment to ongoing employment and rebuilding APS capacity

- (a) The APS is a career-based public service. In its engagement decisions, Screen Australia recognises that the usual basis for engagement of an APS employee is as an ongoing employee.

32.2 Reporting

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

32.3 Pathways to permanency

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

33. Casual (irregular or intermittent) employment

- (a) A casual (irregular or intermittent) employee is defined in the definitions section.
- (b) A decision to expand the use of casual employees is subject to clause 80 of this Agreement.

- (c) Screen Australia will regularly review the working arrangements of casuals to assess if they are genuinely performing irregular or intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.
- (d) Remuneration for casual employees shall be on an hourly basis. A casual employee shall receive a 25 per cent loading on the base hourly rate of their classification as set out in this Agreement.
- (e) The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.
- (f) A casual employee shall be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
- (g) A casual employee who is eligible for a workplace responsibility allowance will be paid the full amount.
- (h) In addition to the entitlements listed at clause 33(e) and where otherwise specified in this Agreement, casual employees are not entitled to:
 - (i) clause 13 (Salary Advancement);
 - (ii) clause 15 (Salary Packaging);
 - (iii) clause 24 (Screen Incentive);
 - (iv) clause 37 (Flexitime);
 - (v) clause 38 (Executive Level Time Off In Lieu (TOIL));
 - (vi) clause 39 (Overtime) except where a casual employee works in excess of 150 hours over a four-week period at the direction of their Manager;
 - (vii) clause 40 (Time Off In Lieu (TOIL) for Employees below Executive Level);
 - (viii) clause 41 (Restriction/On Call Duty);
 - (ix) clause 42 (Emergency Duty);
 - (x) clause 77 (Study Assistance);
 - (xi) clause 86.2 (Redundancy and Redeployment); and
 - (xii) Healthy Lifestyle, Visually Demanding Screen-Based Work and Health Checks (including Eyesight Testing) allowances listed in clause 26 (List of Allowance Payments).

34. Non-ongoing employment

- (a) A non-ongoing employee is defined in the definitions section.
- (b) Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this Agreement's terms, except:
 - (i) personal/carer's leave accrual at clause 49.2(b);
 - (ii) redundancy provisions at clause 86.7, subject to clause 34(c) .
- (c) If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clause 86.1 will apply.
- (d) If the redundancy provisions apply to an employee under clause 34(c), Screen Australia must adhere to the consultation requirements at clause 80.

35. Working hours

- (a) Screen Australia will work together with employees to balance their work and personal lives while Screen Australia delivers high quality services to stakeholders and meets operational requirements.
- (b) Screen Australia's standard business hours are Monday to Friday and from 8:30am to 5:30pm.
- (c) Ordinary hours of work for full time employees in Screen Australia will be 7 hours and 30 minutes per day, 37 hours and 30 minutes per week and 150 hours over a four-week settlement period.
- (d) Ordinary hours of work for part-time employees are those agreed in their part-time work agreement.
- (e) An employee and their Manager will agree on a normal pattern of work between the hours of 7:00 am and 7:00 pm. Where agreement cannot be reached, standard business hours will apply.
- (f) Where in exceptional circumstances Screen Australia requires different arrangements, Screen Australia will undertake consultation in accordance with clause 80 (Consultation).
- (g) Employees must not work for more than:
 - (i) 5 consecutive hours without a meal break of at least 30 minutes; or
 - (ii) 10 hours ordinary time on any day.

36. Part-time work

- (a) Part-time employee is defined in the definitions section.
- (b) Employees engaged on a full-time basis will not be compelled to convert to part-time employment.

- (c) Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
- (d) Where an employee has been engaged as a part-time employee, the employee will be informed of the hours of duty prior to commencement. An employee and their Manager may subsequently agree in writing to different hours and to a different pattern of work
- (e) A part-time employee is also eligible to request a flexible working arrangement under clause 44. Where an employee works on a part-time basis under a flexible working arrangement, the provisions in clause 44 will apply.
- (f) Managers will support, on a case-by-case basis, any reasonable request by a part-time employee to convert to full-time, subject to operational requirements.
- (g) Remuneration and other benefits for part-time employees will be calculated on a pro rata basis, unless otherwise provided for in this Agreement or legislation. Expense related allowances and reimbursements will generally be paid without regard to hours of employment, unless otherwise specified in this Agreement.
- (h) Access to Flextime for APS/SA Level 1-6 classifications will be available to part-time employees subject to operational requirements and approval by the CEO.

37. Flextime for APS/SA Level 1-6 classifications

- (a) An employee at APS/SA Level 1-6 classification may access the Flextime scheme under this Agreement.
- (b) An employee and their Manager accept a shared responsibility to manage Flextime so that operational requirements are met, and so that excessive flex credits or debits are not accrued.
- (c) The settlement period for Flextime is four weeks.
- (d) An employee may carry over a maximum of 37.5 hours flex credit and 10 hours flex debit accumulated in any four-week settlement period. The amount by which the maximum debit is exceeded shall be treated as leave without pay and an appropriate salary deduction will be made.
- (e) Up to five days flex leave can be taken in one settlement period.
- (f) A Manager may revert an employee to ordinary hours where the Manager reasonably considers the employee's attendance is unsatisfactory or the employee is misusing the arrangements, and the employee has been given notice of concerns and a reasonable opportunity to address them. The Manager will provide a written explanation of the reasons for requiring the employee to revert to standard hours.
- (g) Access to Flextime will be restored where the Manager is satisfied that the employee's attendance is satisfactory.
- (h) Prior to cessation of employment, the employee and their Manager should ensure that the employee's flex balance is at zero. Any outstanding credits on cessation, up to a maximum of 37.5 hours, will be paid out at the rate of ordinary time. Any outstanding debits on

cessation will be recovered from salary at the same rate. Any outstanding credits or debits on cessation must be authorised by the CEO prior to final pay being processed.

- (i) Further information on the Flextime scheme is contained in the Flextime Guidelines.

38. Executive Level Time Off in Lieu (EL TOIL)

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

39. Overtime

- (a) Managers may direct an employee to work reasonable overtime that is outside their normal and agreed pattern of hours.
- (b) An employee can refuse to work overtime in circumstances where this would be unreasonable having regard to:
 - (i) any risk to their health and safety;
 - (ii) their personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace;
 - (iv) the notice (if any) given to the employee of the overtime;
 - (v) the notice (if any) given by the employee of their intention to refuse overtime; and
 - (vi) any other relevant matter.

- (c) Where directed, overtime is paid only to employees below APS/SA Executive Level 1-2 for work performed outside normal pattern of hours as agreed in writing, or in the absence of a written agreed work pattern, after 7 hours 30 minutes of work on a given day. Overtime must be approved by the employee's Manager in advance of working additional hours.
- (d) Overtime rates are as follows:

Table 4: Overtime rates

Monday to Saturday	Time and a half for the first 3 hours	Double time after 3 hours
Sunday	Double time	
Public Holidays on a weekday	Normal pay plus single time during normal pattern of hours	Double time outside normal pattern of hours
Public Holidays on a Saturday or Sunday	Double time	

- (e) Where a period of overtime is not continuous with an employee's normal pattern of hours, the minimum overtime payment is four hours at the relevant overtime rate. Overtime is considered to be continuous when the employee does not have a break, other than a meal break, between their normal pattern of hours and overtime.
- (f) Where an employee is required to perform more than one period of overtime, which is not continuous with their normal pattern of hours, the following will apply:
- (i) the minimum payment will be four hours; and
 - (ii) if the overtime extends past midnight, and different overtime rates apply on the different days, the minimum payment of four hours will be calculated at the higher rate.
- (g) The provisions of clause 39(e) and clause 39(f) do not apply to Restriction/On Call Duty Allowance.
- (h) For overtime calculations, an employee's salary includes any allowances in the nature of salary, including Higher Duties Allowance.

40. Time Off In Lieu (TOIL) for Employees below Executive Level

- (a) If an employee works authorised overtime, they may, instead of being paid at overtime rates, apply to take time off in lieu, or reduce their flextime debits, calculated at the applicable overtime rate.

- (b) A Manager's approval for time off in lieu will be conditional on:
 - (i) the employee being able to be absent within a reasonable period; and
 - (ii) such absences not resulting in any operational difficulties or additional costs to Screen Australia.
- (c) Where time off in lieu of a payment has been agreed, and an employee has not been granted or taken that time off within four weeks or another agreed period, due to operational requirements, payment of the original entitlement will be made.
- (d) Where an employee works a full day of authorised overtime on a Sunday, in addition to their normal pattern of work for the week, they will be entitled to:
 - (i) payment of the overtime at double time rates; or
 - (ii) payment of one day's pay at normal rates and one day off in lieu; or
 - (iii) two days off in lieu.
- (e) Employees are entitled to a break of either at least eight consecutive hours, plus reasonable travelling time, or ten consecutive hours including travel time, whichever is the greater, between finishing work on one day and commencing on the next day with no loss of ordinary time pay. If the break does not occur, an employee will be paid at double time for all ordinary duty on the second day until they have such a break.
- (f) These provisions do not apply to overtime worked in the circumstances covered by Emergency Duty (clause 42) unless the actual time worked is at least three hours on each call.

41. Restriction/On Call Duty

- (a) Where it is a necessary and regular part of an employee's job to be available for on call work they may be paid, in addition to all other payments, an on call allowance of 2% of their ordinary rate of pay for the period they are required to be on call.
- (b) If an employee is no longer required to be on call, this allowance may be terminated at any time if the CEO considers it is no longer appropriate.
- (c) Where an employee is on call and required to perform duties, they will be paid overtime in accordance with clause 39 (Overtime) subject to minimum payment of two hours if they are required to attend the workplace, or otherwise one hour. Where an employee is required to attend the workplace, the time spent travelling to and from the workplace will be included in the calculation of any overtime.

42. Emergency Duty

- (a) Where an employee is recalled to duty to meet an emergency when they are not working and no prior notice was given to them, they will be paid at the rate of double time. The minimum payment will be four hours. The time necessarily spent in travelling to and from duty will be included in the calculation of the payment.

- (b) If an employee was required to make alternate child support arrangements due to the emergency duty, Screen Australia will reimburse the employee reasonable extra costs, as determined by the CEO, on the provision of a tax invoice/receipts.

43. Cabcharge

- (a) If an employee is required to work after 7:00 pm on a weekday, they will be entitled to a cabcharge to their home.
- (b) If an employee is required to work at any time over the weekend, they will be entitled to a cabcharge to and from their home.
- (c) If an employee's agreed pattern of work finishes at 7:00 pm then clause 43(a) does not apply until 8:00 pm.

44. Flexible working arrangements

44.1 Flexible working arrangements

- (a) Screen Australia employees and their union recognise:
 - (i) the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
 - (ii) access to flexible work can support strategies to improve diversity in employment and leadership;
 - (iii) access to flexible work supports Screen Australia capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
 - (iv) that flexibility applies to all roles in Screen Australia, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
 - (v) requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
- (b) Screen Australia is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across Screen Australia at all levels. This may include developing and implementing strategies through a Screen Australia consultative committee.
- (c) Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

44.2 Requesting formal flexible working arrangements

- (a) The following provisions do not diminish an employee's entitlement under the NES.
- (b) An employee may make a request for a formal flexible working arrangement.

- (c) The request must:
 - (i) be in writing;
 - (ii) set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - (iii) set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
- (d) The CEO must provide a written response to a request within 21 days of receiving the request.
- (e) The response must:
 - (i) state that the CEO approves the request and provide the relevant detail in clause 44.2(f); or
 - (ii) if following discussion between Screen Australia and the employee, the Screen Australia and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
 - (iii) state that the CEO refuses the request and include the following matters:
 - (A) details of the reasons for the refusal; and
 - (B) set out Screen Australia's particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - (C) either:
 - I. set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make; or
 - II. state that there are no such changes; and
 - (D) state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.
- (f) Where the CEO approves the request this will form an arrangement between Screen Australia and the employee. Each arrangement must be in writing and set out:
 - (i) any security and work health and safety requirements;
 - (ii) a review date (subject to clause 44.2(j)); and
 - (iii) the cost of establishment (if any).

- (g) The CEO may refuse to approve the request only if:
 - (i) Screen Australia has discussed the request with the employee; and
 - (ii) Screen Australia has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
 - (iii) Screen Australia and the employee have not reached such an agreement; and
 - (iv) Screen Australia has had regard to the consequences of the refusal for the employee; and
 - (v) the refusal is on reasonable business grounds.
- (h) Reasonable business grounds include, but are not limited to:
 - (i) the new working arrangements requested would be too costly for Screen Australia;
 - (ii) there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
 - (iii) it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
 - (iv) the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
 - (v) the new working arrangements requested would be likely to have a significant negative impact on customer service; and
 - (vi) it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
- (i) For First Nations employees, Screen Australia must consider connection to country and cultural obligations in responding to requests for altering the location of work.
- (j) Approved flexible working arrangements will be reviewed by Screen Australia and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

44.3 Varying, pausing or terminating flexible working arrangements

- (a) An employee may request to vary an approved flexible working arrangement in accordance with clause 44.2(c). An employee may request to pause or terminate an approved flexible working arrangement.
- (b) The CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 44.3(d).

- (c) Screen Australia must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
- (d) Prior to the CEO varying, pausing or terminating the arrangement under clause 44.3(b), Screen Australia must have:
 - (i) discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
 - (ii) genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
 - (iii) had regard to the consequences of the variation, pause or termination for the employee;
 - (iv) ensured the variation, pause or termination is on reasonable business grounds; and
 - (v) informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 44.2(e)(iii).

44.4 Working from home

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

44.5 Ad-hoc arrangements

- (a) Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.
- (b) Employees should, where practicable, make the request in writing and provide as much notice as possible.
- (c) Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 44.2(a) to 44.2(j).

- (d) Screen Australia should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.
- (e) Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, Screen Australia should consider whether it is appropriate to seek to formalise the arrangement with the employee.

44.6 Altering span of hours

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

45. Annual Shutdown (Christmas Closedown)

- (a) Unless operational requirements require otherwise, Screen Australia will close its normal operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day.
- (b) Employees will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work. Where an employee is absent on leave, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave (e.g. if on long service leave half pay, payment is on half pay).
- (c) There will be no deduction from annual or personal/carer's leave credits for the closedown days.
- (d) In addition to and continuous with this shutdown, an employee is entitled to two additional days leave (pro rata for part-time employees) to be taken in conjunction with the Annual Shutdown.
- (e) This period of leave will be in addition to an employee's annual leave entitlements and counts as service for all purposes. It does not accrue.
- (f) The extra days' leave will be rostered by each department to ensure operational requirements are met.
- (g) If an employee is called in to work during the annual shutdown, they will be paid overtime rates in accordance with clause 39(d). If an employee is directed to work any of the additional days either side of the shutdown, they will be paid at single time and receive time off in lieu, subject to the time off in lieu being taken within one month.

46. Public holiday

- (a) Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
 - (i) 1 January (New Year's Day);

- (ii) 26 January (Australia Day);
 - (iii) Good Friday and the following Monday;
 - (iv) 25 April (ANZAC Day);
 - (v) the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - (vi) 25 December (Christmas Day);
 - (vii) 26 December (Boxing Day); and
 - (viii) any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* from counting as a public holiday.
- (b) If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.
 - (c) The CEO and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
 - (d) The CEO and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.
 - (e) Where an employee substitutes a public holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.
 - (f) Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. If on long service leave on half pay, payment is at half pay).
 - (g) If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 46(a)(i) to 46(a)(viii).
 - (h) An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.

- (i) Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the CEO may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of the planned day off.
- (j) Employees directed to work on a public holiday will receive the relevant allowance or overtime rate as described in clause 39(d).
- (k) An Employee may refuse a request to work on a public holiday if the request is not reasonable or the refusal is reasonable as per clause 39(b).

Section 6: Leave

47. Annual leave

- (a) Employees (other than casual employees) are entitled to 4 weeks (20 days) paid annual leave per year of service, accruing daily, credited daily. Annual leave for part-time employees accrues on a pro-rata basis. Casual employees are not eligible for annual leave.
- (b) Annual leave may be taken at half pay. However, unless approved by an employee's Manager, it may not be taken at half pay where the employee has an excess leave balance of 50 days or more.
- (c) When annual leave is taken as half-pay, annual leave credits are deducted at the reduced half rate. Leave at half pay will count as continuous service for the purpose of calculating leave entitlements.
- (d) Where an employee's annual leave entitlement reaches 40 days, the employee and their Manager will discuss and put in place a leave plan in order to reduce the employee's leave credit within six months.
- (e) An employee with more than 40 days annual leave credits will not be unreasonably refused annual leave of up to ten days to reduce the amount of credits.
- (f) Where an employee's annual leave entitlement reaches 50 days, it will be deemed to be excessive and the employee will be directed to take leave:
 - (i) a) within 12 weeks; or
 - (ii) b) within six months where the employee has an approved plan in place to take an extended period of annual leave, to reduce the total accrual to 40 days.
- (g) Any public holiday that occurs during an employee's annual leave, and for which the employee is entitled to payment, will not be deducted from their annual leave credit, as provided for in clause 52 of this Agreement.

- (h) Where annual leave is cancelled or the employee is recalled to duty, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.
- (i) Employees will receive payment in lieu of any untaken annual leave upon separation from Screen Australia and if their leave credits are not transferred to another APS agency or their new employer.

48. Purchased leave scheme

- (a) An employee may, with the approval of the CEO, purchase up to four weeks additional unpaid leave per year. Salary payments will be averaged over the whole year to ensure that a standard rate is received each fortnight. Purchased leave will count as service for all purposes.
- (b) An employee may apply to purchase leave in blocks of one, two, three or four weeks per year. Approval will be subject to operational requirements. Leave must be taken within the year that it is purchased.
- (c) When an employee ceases employment with Screen Australia, the purchased leave credits and payment will be reconciled and payments recovered or refunded, as appropriate. Unused purchased leave credits are not transferrable between agencies.
- (d) The Purchased Leave Guidelines provide details on how purchased leave is administered.

49. Personal/carer's leave

49.1 Entitlement

- (a) 18 days paid leave per annum (pro-rata for part-time employees).
- (b) Leave at half pay may be approved by the CEO.

49.2 Accrual

- (a) For an ongoing employee, 18 days personal/carer's leave will be credited upon the employee's commencement with Screen Australia. After 12 months, the employee's leave will accrue daily, credited daily
- (b) For a non-ongoing employee, the personal/carer's leave will be credited upon the employee's commencement with Screen Australia. This will be 18 days leave pro-rated based on the employee's initial contract period, and is capped at 18 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue daily, credited at least monthly.
- (c) A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.

49.3 Transitional Arrangements

- (a) Where an employee:

- (i) has, or cares for someone with, a chronic condition or other ongoing illness; or
- (ii) is recovering from surgery; or
- (iii) is pregnant; or
- (iv) is returning from parental leave or has a child commencing day care;

and, as a result of the transition to daily accrual of personal/carer's leave, does not have sufficient credit to cover an absence for which they would otherwise be able to take personal/carer's leave, the CEO will advance the employee's accrual up to the 12 month anniversary when their leave would otherwise be credited.

49.4 Usage

- (a) Personal/carer's leave to be used:
 - (i) due to personal illness or injury;
 - (ii) to attend appointments with a registered health practitioner;
 - (iii) to manage a chronic condition;
 - (iv) to provide care or support for a family member (including a household member) or a person they have caring responsibilities for, because:
 - (A) of a personal illness or injury affecting the person; or
 - (B) of an unexpected emergency affecting the other person; and /or
 - (v) to move house (limit of 1 day per year) and for urgent unexpected household emergencies.
- (b) Leave must not be taken for the reasons of subclause 49.4(a) to the extent that it results in less than ten days' of an employee's credits per year being available for use for the reasons as provided under the FW Act.

49.5 Carers

- (a) A person that an employee has caring responsibilities for may include a person who needs care because they:
 - (i) have a medical condition, including when they are in hospital;
 - (ii) have a mental illness;
 - (iii) have a disability;
 - (iv) are frail or aged; and/or
 - (v) are a child, not limited to a child of the employee.

49.6 Evidence

- (a) Evidence may be requested after:

- (i) more than 3 consecutive days; or
 - (ii) more than 8 days without evidence in a calendar year.
- (b) Acceptable evidence includes:
- (i) a certificate from a registered health practitioner;
 - (ii) a statutory declaration; and
 - (iii) another form of evidence approved by the CEO.
- (c) A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carer's leave.

49.7 Other terms

- (a) Unless an employee consents, their employment will not be terminated on the grounds that they are unable to perform duties because of physical or mental incapacity until their personal/carer's leave credits have been exhausted; unless provided by legislation. Thereafter, their employment will only be terminated in accordance with the provisions of the FW Act.
- (b) Personal/carer's leave will not be paid out on separation.

50. Portability of leave

- (a) Where an employee moves into Screen Australia from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.
- (b) Where an employee is engaged by Screen Australia immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
- (c) Where an employee is engaged as an ongoing employee with Screen Australia and immediately prior to the engagement the person was employed as a non-ongoing APS employee, at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
- (d) Where an employee is engaged as a non-ongoing employee with Screen Australia, and immediately prior to the engagement the person was employed as a non-ongoing APS employee at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
- (e) Where a person is engaged as an ongoing employee in Screen Australia and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 50(b)), the CEO will offer to

recognise any unused accrued personal/carer's leave at the employee's request. The CEO will advise the employee of their ability to make this request.

- (f) Where an employee is engaged as an ongoing employee with Screen Australia, and immediately prior to the engagement the person was employed by a State or Territory Government, the CEO may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
- (g) For the purposes of clauses 50(a) to 50(f), an employee with a break in service of less than 2 months is considered to have continuity of service.

51. Leave without pay

- (a) Any period of leave without pay will not count as service, will reduce the credits for annual and personal leave and will defer the accrual dates for long service leave, unless otherwise approved by the CEO.

52. Re-crediting of leave

- (a) When an employee is on:
 - (i) annual leave;
 - (ii) purchased leave;
 - (iii) defence reservist leave;
 - (iv) First Nations ceremonial leave;
 - (v) NAIDOC leave;
 - (vi) cultural leave; or
 - (vii) long service leave; and
 becomes eligible for, under legislation or this Agreement:
 - (viii) personal/carer's leave;
 - (ix) compassionate or bereavement leave;
 - (x) jury duty;
 - (xi) emergency services leave;
 - (xii) leave to attend to family and domestic violence circumstances; or
 - (xiii) parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;
 the affected period of leave will be re-credited.
- (b) When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.

- (c) Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

53. Long service leave

- (a) An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- (b) The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause 52 of this Agreement.

54. Cultural, ceremonial and NAIDOC leave

54.1 NAIDOC leave

- (a) First Nations employees may access up to one day of paid leave per calendar year to participate in NAIDOC week activities.
- (b) An employee who is not a First Nations employee may access up to one day of unpaid leave per calendar year to participate in NAIDOC week activities.
- (c) NAIDOC leave can be taken in part days.

54.2 First Nations ceremonial leave

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

54.3 Cultural leave

- (a) The CEO may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
- (b) The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- (c) Cultural leave can be taken as part days.
- (d) For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 54.2.

55. Parental leave

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

55.2 Payment during parental leave

- (a) An employee is entitled to parental leave with pay as per clauses 55.2(c) and 55.2(d) below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee's parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.
- (b) Employees newly engaged in the agency or who have moved to Screen Australia from another APS agency are eligible for the paid parental leave in clauses 55.2(c) and 55.2(d) where such paid leave had not already been provided by another APS agency or Commonwealth employer in the 24 months since the child's date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 55.2(c) and 55.2(d), the balance is available to the employee.
- (c) An employee who is a **primary caregiver** is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in **Table 3** below.

Table 5: Primary caregivers - circumstances for paid parental leave

Paid leave entitlement under the ML Act	Additional parental leave with pay under this agreement for the primary caregiver
12 weeks' paid maternity leave, including any reduced paid maternity leave period due to ML Act qualifying period rules	Paid leave to bring the total period of paid parental leave to 18 weeks

Paid leave entitlement under the ML Act	Additional parental leave with pay under this agreement for the primary caregiver
No ML Act eligibility or coverage	18 weeks

- (d) An employee who is a **secondary caregiver** is entitled to parental leave with pay during the parental leave period as provided in **Table 4** below.

Table 6: Secondary caregivers - circumstances for paid parental leave

Period which coincides with the parental leave period for the secondary caregiver	Parental Leave with pay under this agreement
Date of commencement of this agreement to 28 February 2025	8 weeks, or top up to 8 weeks where a lesser period of parental leave has already been provided
1 March 2025 to 28 February 2026	11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided
1 March 2026 to 27 February 2027	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 28 February 2027	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

- (e) **Flexibility:** Parental leave with pay, whether provided as maternity leave under the ML Act or under this agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part time work arrangement, and can be taken concurrently with another parent in relation to the same child.
- (f) **Rate of payment** during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.
- (g) **Half-pay option:** The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

55.3 Adoption and long-term foster care

- (a) An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this agreement for adoption or long-term foster care, provided that the child:
- (i) is under 16 as at the day (or expected day) of placement;

- (ii) has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
 - (iii) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
- (b) Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

55.4 Stillbirth

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

55.5 Pregnancy loss leave

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

55.6 Premature birth leave

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

55.7 Transitional provisions

- (a) Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 55.6 until after the legislated paid maternity leave is used.

55.8 Part-time Work on Return from Parental Leave

- (a) Employees returning directly from parental leave will be provided with the option to work on a part-time basis up to a maximum period of 24 months inclusive of parental leave taken. This does not diminish an employee's rights to request flexible working arrangements under clause 44 of this Agreement or the FW Act.
- (b) Any request to take up part-time work must be made at least four weeks prior to return from parental leave.
- (c) Further information is contained in the Parental Leave Policy.

56. Compassionate and bereavement leave

56.1 Compassionate leave

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

56.2 Bereavement leave

- (a) Employees will be eligible for 3 days paid bereavement leave on each occasion when:
 - (i) a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or
 - (ii) a child is stillborn, where the child was a member of their family (including a member of their household).
- (b) An employee may be asked to provide evidence to support their absences on bereavement leave.
- (c) Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- (d) For casual employees, bereavement leave is unpaid.

57. Emergency response leave

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

58. Jury duty

- (a) Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
- (b) Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.
 - (i) For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- (c) The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- (d) If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to Screen Australia for the period of absence. This will be administered in accordance with the overpayments clause.

59. Workplace relations training leave

- (a) In addition to any other entitlement arising under clause 82, the CEO may give an employee leave with or without pay to undertake short workplace relations training. An employee who undertakes this training may be granted up to 5 days per annum (pro-rata for part-time employees).
- (b) Workplace relations training leave will not be granted for preparing or conducting cases, including the employee's own case.

60. Defence reservist leave

- (a) The CEO will give an employee leave with or without pay to undertake:
 - (i) Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
 - (ii) Australian Defence Force Cadet obligations.
- (b) An employee who is a Defence Reservist can take leave with pay for:
 - (i) up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
 - (ii) an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
- (c) Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
- (d) Additional leave (paid, unpaid or top-up) or Flextime can be applied for the purpose of fulfilling Defence Reservist obligations.
- (e) An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
 - (i) Australian Navy Cadets;
 - (ii) Australian Army Cadets; and
 - (iii) Australian Air Force Cadets.
- (f) In addition to the entitlement at clause 60(b), paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
- (g) Paid defence reservist leave counts for service.
- (h) Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- (i) Unpaid leave taken over 6 months counts as service, except for annual leave.
- (j) An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

61. Defence service sick leave

- (a) An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
 - (i) war like service; or
 - (ii) non-warlike service.
- (b) An eligible employee can get 2 types of credits:
 - (i) an initial credit of 9 weeks (45 days) defence service sick leave (pro-rata for part-time employees) will apply as at the following dates, whichever is later:
 - (A) they start employment with the APS; or
 - (B) DVA certifies the condition; and
 - (ii) an annual credit of 3 weeks (15 days) defence service sick leave (pro-rata for part-time employees).
- (c) An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.
- (d) Unused annual credits can be built up to 9 weeks.
- (e) An employee cannot use annual credits until the initial credit is exhausted.
- (f) Defence service sick leave is paid and counts as service for all purposes.

62. Leave to attend proceedings

- (a) An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.
- (b) An employee who is not covered under clause 62(a), and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and Screen Australia.
- (c) An employee may otherwise be granted paid or unpaid miscellaneous leave by the CEO if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.
- (d) The CEO may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

63. Miscellaneous Leave

- (a) The CEO may grant an employee miscellaneous leave for those periods of leave not appropriately covered elsewhere in this Agreement or whether other types of paid leave have been exhausted.
- (b) Miscellaneous leave may be granted at full pay, part pay or without pay, at the discretion of the CEO, who will also decide if the leave counts as service and for what purposes.
- (c) Casual employees may be granted paid miscellaneous leave in accordance with this clause or in accordance with Government directive.
- (d) Further information on miscellaneous leave is contained in the Leave Guidelines.

Section 7: Employee support and workplace culture

64. Blood donation

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

65. Vaccinations

- (a) Screen Australia will offer annual influenza vaccinations to all employees at no cost.
- (b) Where Screen Australia requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

66. Employee Assistance Program

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

67. Respect at work

67.1 Principles

- (a) Screen Australia values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. Screen Australia recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.

- (b) Screen Australia recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance, including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.

67.2 Consultation

- (a) Screen Australia will consult with employees and their unions in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

68. Family and domestic violence support

- (a) Screen Australia will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
- (b) Screen Australia recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
- (c) Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.
- (d) An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
 - (i) illness or injury affecting the employee resulting from family and domestic violence;
 - (ii) providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
 - (iii) providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
 - (iv) making arrangements for the employee's safety, or the safety of a close relative;
 - (v) accessing alternative accommodation;
 - (vi) accessing police services;
 - (vii) attending court hearings;
 - (viii) attending counselling; and
 - (ix) attending appointments with medical, financial or legal professionals.
- (e) This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.

- (f) Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
- (g) These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.
- (h) Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.
- (i) Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
- (j) Evidence may be requested to support Screen Australia in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence Screen Australia will require, unless the employee chooses to provide another form of evidence.
- (k) An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.
- (l) Screen Australia will take all reasonable measures to treat information relating to family and domestic violence confidentially. Screen Australia will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps Screen Australia may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- (m) Where Screen Australia needs to disclose confidential information for purposes identified in clause 68(l), where it is possible Screen Australia will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
- (n) Screen Australia will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence; any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
- (o) Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
- (p) Screen Australia will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
- (q) Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

69. Integrity in the APS and Screen Australia

- (a) Screen Australia understands that procedural fairness is essential in building and maintaining trust with APS employees and employees engaged under section 31(2) of the Screen Australia Act, and that it requires fair and impartial processes for employees affected by APS-wide or Screen Australia decisions.
- (b) Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the APS Code of Conduct in the PS Act and the Screen Australia Code of Conduct.
- (c) Employees can, during their ordinary work hours, take time to:
 - (i) access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the agency; and
 - (ii) attend Screen Australia mandated training about integrity.

70. First Nations cultural competency training

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

71. Workplace Diversity and Inclusion

- (a) Screen Australia is committed to supporting and promoting the principles of workplace diversity, and recognises the benefits that result from having a diversity of backgrounds, experiences, skills and perspectives.
- (b) Screen Australia is also committed to ensure that employees are not subjected to any form of employment discrimination and encourages employees to treat colleagues and members of the public with courtesy and respect.
- (c) In fulfilling the obligations under clause 81 (Dispute resolution) every endeavour will be made to ensure that neither the Agreement nor its operation are directly or indirectly discriminatory in their effects.

72. Lactation and breastfeeding support

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

- (b) Screen Australia will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 72(c). In considering whether a space is appropriate, Screen Australia should consider whether:
 - (i) there is access to refrigeration;
 - (ii) the space is lockable; and
 - (iii) there are facilities needed for expressing, such as appropriate seating.
- (c) Where it is not practicable for a Screen Australia site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
- (d) Screen Australia will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- (e) The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may change over time.
- (f) Further information is available in policy.

73. Disaster support

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

Section 8: Performance and development

74. Professional qualifications

- (a) Screen Australia will reimburse professional association membership costs and/or accreditation or registration fees where these are required for the performance of an employee's duties. This reimbursement is subject to the employee providing suitable evidence of the expense.

- (b) Screen Australia may also reimburse professional association membership costs and/or accreditation or registration fees where such membership is considered to provide a direct benefit to Screen Australia.

75. Performance management

75.1 Performance and Development Planning Scheme

- (a) Managers and employees will fully participate in the Performance and Development Planning (**PDP**) Scheme and will agree on an Individual Performance and Development Plan each year.
- (b) All employees will participate in the PDP scheme, other than casuals and employees who are engaged for a period of less than 12 months.
- (c) The performance cycle will generally align with the Screen Australia business cycle, with appropriate adjustments for employees who are engaged or promoted during the performance cycle.
- (d) As part of the PDP scheme, an employee's performance and behaviour against their individual plan will be reviewed and rated against set performance standards.
- (e) The Scheme will be managed with a view to achieving consistency and fairness, in performance assessment, and will be managed with the utmost confidentiality.
- (f) Detailed arrangements on the operation and administration of the PDP scheme is contained in the Performance and Development Guidelines.

75.2 Fairness in Managing Underperformance

- (a) Where underperformance is identified, Screen Australia will work with those employees and their Managers by providing an opportunity for the affected employee to attain and sustain the standards required.
- (b) Underperformance is identified when a Manager makes an assessment that an employee does not meet the minimum performance and/or behavioural requirements of their role, or requires further development in order to meet the performance and/or behavioural standards for the role.
- (c) Further information on managing underperformance is contained in the Performance and Development Guidelines; which confirm Screen Australia's commitment to the principles of procedural fairness, natural justice and provide rights to representation.

76. Workloads

- (a) Screen Australia recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.
- (b) When determining workloads for an employee or group of employees, Screen Australia will consider the need for employees to strike a balance between their work and personal life.

- (c) Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, Screen Australia and employee/s together must review the employees' workloads and priorities, and determine appropriate strategies to manage the impact on the employee or group of employees.

77. Study assistance

- (a) Screen Australia is committed to supporting employees in undertaking formal studies in fields relevant to business operations and to skills and knowledge within their career stream.
- (b) Detailed information on study assistance is contained in the Study Assistance Guidelines.

78. Organisational Training and Development Programs

- (a) Screen Australia will support learning through a range of programs. Learning opportunities will have regard to role, business and operational needs.
- (b) An annual training strategy will be developed, drawing on the capabilities required to achieve business objectives and on the aggregated outcomes of Performance and Development Plans.

Section 9: Travel and location-based conditions

79. Relocation assistance

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

- (e) Subject to clause 79(a) of this Agreement, where an employee is required to relocate on a temporary basis (for a period of less than 5 months), temporary geographical relocation assistance may be provided at the discretion of the CEO in relation to accommodation, removal and transport costs. Where the CEO determines to provide temporary geographical relocation assistance, Screen Australia will assist with reasonable costs negotiated with prior approval and as determined appropriate by the CEO.

Section 10: Consultation, representation and dispute resolution

80. Consultation

80.1 Principles

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

80.2 When consultation is required

- (a) Consultation is required in relation to:
 - (i) changes to work practices which materially alter how an employee carries out their work;
 - (ii) changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
 - (iii) major change that is likely to have a significant effect on employees;
 - (iv) implementation of decisions that significantly affect employees;
 - (v) changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
 - (vi) other workplace matters that are likely to significantly or materially impact employees.
- (b) Screen Australia, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the agency. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.

80.3 Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees

- (a) This clause applies if Screen Australia:
 - (i) proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

80.4 Representation

- (a) Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.
- (b) Screen Australia must recognise the representative if:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative.

80.5 Major change

- (a) In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:
 - (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.
- (b) The following additional consultation requirements in clause 80.5(c) to 80.5(i) apply to a proposal to introduce a major change referred to in clause 80.2(a)(iii).
- (c) Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 80.2(b).
- (d) Where practicable, a Screen Australia change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.
- (e) Screen Australia must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
- (f) As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 80.2(b), Screen Australia must:
 - (i) discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - (A) the proposed change;
 - (B) the effect the proposed change is likely to have on the employees; and
 - (C) proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - (ii) for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - (A) all relevant information about the proposed change, including the nature of the change proposed; and

- (B) information about the expected effects of the proposed change on the employees; and
 - (C) any other matters likely to affect the employees.
- (g) Screen Australia must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
- (h) However, Screen Australia is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
- (i) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Screen Australia, the requirements set out in clauses 80.5(c) to 80.5(g) are taken not to apply.

80.6 Change to regular roster or ordinary hours of work

- (a) The following additional consultation requirements in clause 80.6(b) to 80.7(a) apply to a proposal to introduce a change referred to in clause 80.2(a)(v).
- (b) Screen Australia must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
- (c) As soon as practicable after proposing to introduce the change, Screen Australia must:
 - (i) discuss with employees and the relevant union(s) and/or other recognised representatives:
 - (A) the proposed introduction of the change; and
 - (ii) for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - (A) all relevant information about the proposed change, including the nature of the proposed change; and
 - (B) information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - (C) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (iii) invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, Screen Australia is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
- (d) Screen Australia must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

80.7 Interaction with emergency management activities

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

80.8 Screen Australia consultative committee

- (a) The CEO may establish a Screen Australia consultative committee to discuss relevant workplace matters.
- (b) Screen Australia consultative committees will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.
- (c) For the purpose of clause 80.8(a) of this Agreement, Screen Australia's Staff Consultative Committee (**SCC**) will continue to operate in Screen Australia and provide a forum for consultation and communication between management, employees and their representatives and will be consulted regarding:
 - (i) the application, interpretation or implementation of this Agreement;
 - (ii) the development of policies, procedures and guidelines referred to in this Agreement; and
 - (iii) general workplace relations matters.
- (d) For the purpose of clause 80.8(b) of this Agreement, arrangements relating to the operation of the SCC will be contained in the SCC Terms of Reference, as agreed by members.

80.9 APS consultative committee

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

81. Dispute resolution

- (a) If a dispute relates to:
 - (i) a matter arising under the agreement; or
 - (ii) the NES;
 this term sets out procedures to settle the dispute.
- (b) An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
- (c) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.

- (d) Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
- (e) If a dispute about a matter arising under this agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 81(d) have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- (f) The Fair Work Commission may deal with the dispute in 2 stages:
 - (i) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (A) arbitrate the dispute; and
 - (B) make a determination that is binding on the parties.

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

- (g) While the parties are attempting to resolve the dispute using the procedures in this term:
 - (i) an employee must continue to perform their work as they would normally in accordance with established custom and practice at Screen Australia that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
 - (ii) subject to 81(g)(i), an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (A) the work is not safe; or
 - (B) applicable work health and safety legislation would not permit the work to be performed; or
 - (C) the work is not appropriate for the employee to perform; or
 - (D) there are other reasonable grounds for the employee to refuse to comply with the direction.
- (h) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
- (i) Any disputes arising under the Screen Australia Enterprise Agreement 2016-2019 or the NES that were formally notified under clause 70 of that 2016-2019 agreement before the

commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

81.1 Leave of absence to attend proceedings

- (a) Where the provisions of clauses 81(a) to 81(e) have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in 81(b), or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 81(e).

82. Delegates' rights

- (a) Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to the agency.
- (b) The role of union delegates is to be respected and supported.
- (c) Screen Australia and union delegates will work together respectfully and collaboratively.

82.1 Supporting the role of union delegates

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

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

83. Freedom of Association

- (a) An employee will not be disadvantaged or discriminated against because they are, or are not, a member of an industrial association.

84. Employee Representational Rights

- (a) The role of employee representatives, union workplace delegates and other elected union representatives will be respected and facilitated in accordance with the Fair Work Act.
- (b) Screen Australia and the employee's nominated representative will deal with each other in good faith.

Section 11: Leaving Employment at Screen Australia

85. Resignation

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

85.1 Payment on death of an employee

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

86. Redeployment and redundancy

86.1 Ongoing Employee Redundancy Provisions

- (a) The provisions of clause 86.2 (Redundancy and Redeployment) only apply to ongoing employees who are not on probation.

86.2 Redundancy and Redeployment

- (a) When Screen Australia is aware that an ongoing employee is likely to become excess, Screen Australia will at the earliest possible time advise the employee of the situation, and notify them of their right to choose a representative, which may include the relevant union.
- (b) An employee is excess if:
 - (i) they are included in a class of employees where there are a greater number of employees than is necessary for Screen Australia's efficient and economical operations;
 - (ii) their job effectively no longer exists because of technological or other changes in Screen Australia's work methods or changes in the nature, extent or organisation of Screen Australia's operations and/or functions; or
 - (iii) the duties they usually perform are to be performed at a different location, the employee is not willing to relocate, and the CEO has determined that these provisions will apply to that employee.
- (c) Screen Australia will hold discussions with an employee whose job is likely to become redundant, and, where they choose, their representative to consider:
 - (i) measures that could be taken to resolve the situation, including redeployment opportunities for the employee at or below their job level;
 - (ii) referral to the Employee Assistance Program;
 - (iii) referral to an agreed employment services provider; or
 - (iv) whether voluntary redundancy might be appropriate.
- (d) Discussions will take place over a reasonable time but should not exceed one month.

- (e) The CEO may, prior to the conclusion of these discussions, 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.
- (f) The CEO must not involuntarily retire any employees if there remain employees engaged in that work at that job level in that location who have elected to be retired, been refused, and still wish to accept voluntary redundancy.
- (g) The CEO will identify the employees who are excess to Screen Australia's requirements:
 - (i) a) after the discussions have been held; or
 - (ii) b) where the employee, or, where they choose, their representative, has declined to discuss the matter one month after the CEO has advised the employee or their representative.
- (h) The CEO will then advise those employees in writing that they are excess.
- (i) The CEO will establish, through discussions outlined in clauses 86.2(c)-(e) which employees want to be offered voluntary redundancy immediately and which employees seek redeployment.
- (j) An employee seeking redeployment will be advised in writing that they are excess, if this has not already occurred, and immediately referred to an agreed employment services provider for redeployment assistance.
- (k) The CEO will take all reasonable steps, consistent with the interests of the efficient administration of Screen Australia, to transfer an excess employee to a suitable vacancy at the same job level within the organisation, or if eligible, a suitable vacancy available through the APS-wide redeployment.
- (l) The claims of any excess employees for transfer to vacant positions at or below their job level will be considered in isolation from, and not in competition with, other applicants.

86.3 Voluntary Redundancy

- (a) An employee invited to accept voluntary redundancy will be given information on:
 - (i) the amount of severance pay, pay in lieu of notice and paid up leave credits;
 - (ii) the amount of accumulated superannuation contributions;
 - (iii) options open to the employee concerning superannuation;
 - (iv) the taxation rules applying to the various payments; and
 - (v) the level of assistance in accordance with clause 86.8 (Financial Assistance).
- (b) Where the CEO invites an excess employee to accept voluntary redundancy, the employee will have one month in which to accept the offer provided they have been in receipt of the information listed above for a minimum of two weeks. Where the offer is accepted, the

CEO will not give notice of termination of employment before the end of that period without the agreement of the employee.

- (c) The CEO may make an offer of voluntary redundancy to an excess employee within two months of referral to an agreed employment services provider and, if not already made, will make an offer at the end of that period to an employee who has not been redeployed.
- (d) Only one offer of voluntary redundancy will be made. An excess employee who declines an offer of voluntary redundancy or who does not accept the offer within the one-month period will immediately be referred to an agreed employment services provider.
- (e) Where the excess employee agrees to voluntary redundancy, the CEO may terminate their employment under section 29 of the Public Service Act or section 117 of the Fair Work Act, as applicable, by giving the required notice. The period of notice will be four weeks (or five weeks for an employee over 45 years of age with at least two years of continuous service).
- (f) Where an employee terminates their employment or their employment is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice as set out in the Fair Work Act for the unexpired portion of the notice period.

86.4 Severance Benefit

- (a) An employee who accepts an offer of voluntary redundancy and whose employment is terminated by the CEO, on the grounds that they are excess to the requirements of Screen Australia, is entitled to be paid a sum equal to two weeks salary for each completed year of continuous service plus a pro rata payment for completed months of service since the last completed year of service, or that payment provided for under the Fair Work Act, whichever is the greater.
- (b) The minimum sum payable will be four weeks' salary and the maximum will be 48 weeks' salary.
- (c) The severance benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during their period of service and the employee has less than 24 years full-time service, subject to any minimum amount the employee is entitled to under the NES.
- (d) Service for severance pay purposes means:
 - (i) service in Screen Australia;
 - (ii) Government service as defined in section 10 of *the Long Service Leave Act (Commonwealth Employees) 1976*;
 - (iii) 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;
 - (iv) service with the Australian Defence Forces; or
 - (v) service in another organisation where:

- (A) an employee was transferred from the APS to that organisation with a transfer of function; or
 - (B) 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
 - (C) such service is recognised for long service leave purposes.
- (e) For earlier periods of service to count there must be no breaks between the periods of service, except where:
- (i) 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
 - (ii) 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 of the *Public Service Act 1922* (Repealed).
- (f) Any period of service which ceased through termination of employment on the following grounds:
- (i) the employee lacks, or has lost, an essential qualification to perform their duties;
 - (ii) non-performance, or unsatisfactory performance, of duties;
 - (iii) inability to perform duties because of physical or mental incapacity;
 - (iv) failure to satisfactorily complete an entry level training course;
 - (v) failure to meet a condition imposed under section 22(6) of the PS Act;
 - (vi) a breach of the Code of Conduct;
 - (vii) on a ground equivalent to a ground listed in this clause under the repealed Public Service Act 1922;
 - (viii) through voluntary retirement at or above the minimum retiring age applicable to the employee; or
 - (ix) with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit,
- will not count as service for severance pay purposes.
- (g) Absences from work, which do not count as service for long service leave purposes, will not count as service for severance pay purposes.
- (h) For the purpose of calculating any severance payment, salary will include:
- (i) the employee's full-time salary adjusted on a pro rata basis for periods of part-time service; or

- (ii) where an employee has been assigned duties at a higher classification level for a continuous period of at least 12 months immediately preceding the date on which the notice of retirement is received, the employee's salary for these purposes shall be at the higher rate; and
- (iii) where the employee has undertaken shift work and is entitled to shift allowance for 50 per cent or more of the salary periods in the 12 months preceding being given notice of retirement, a weekly average of shift allowance due over the 12 months will be included in the salary; and
- (iv) other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred; or
- (v) a payment for disabilities associated with performance of duty.

86.5 Retention Periods

- (a) An excess employee who does not accept an offer of voluntary redundancy made by the CEO is entitled to the following retention periods:
 - (i) 13 months where an employee has 20 or more years of service or is over 45 years of age; or
 - (ii) 7 months for other employees.
- (b) Each of the periods in subclauses 86.5(a)(i) and 86.5(a)(ii) are to be reduced by the number of weeks redundancy pay that the employee would be entitled to at the expiration of the retention period under the NES.
- (c) Unless the employee agrees, the CEO will not involuntarily terminate the employee's employment under section 29 of the PS Act or any other applicable law, until the retention period has elapsed.
- (d) The retention period will commence on the earlier of the following:
 - (i) the day the employee is advised in writing by the CEO that they are an excess employee under clause 86.2(h); or
 - (ii) one month after the day on which the CEO invites the employee to accept voluntary redundancy.
- (e) The retention period will be extended by any periods of approved personal leave for personal sickness, caring purposes or bereavement during these retention periods.
- (f) During the retention period the CEO:
 - (i) will continue to take reasonable steps to find alternative employment at substantive classification level for the excess employee;
 - (ii) may, with four weeks' notice, transfer the excess employee to a job with a lower classification;

- (iii) will expect the excess employee to continue to operate in a way that is constructive and productive within Screen Australia.
- (g) Where a transfer occurs under subclause 86.5(b) before the end of an employee's retention period, the employee will receive income maintenance to maintain their salary at the previous higher level for the balance of the retention period. Where the CEO is satisfied that there is insufficient productive work available for the employee during the remainder of their retention period, and that there are no reasonable redeployment prospects available, the CEO may, with the agreement of the employee, terminate the employee's employment. Upon termination the employee will be paid a lump sum comprising:
 - (i) the balance of the retention period as a lump sum (as adjusted for the NES under clause 86.5(b)) and this payment will be taken to include the payment in lieu of notice of termination of employment;
 - (ii) a redundancy payment in accordance with their NES entitlement.

86.6 Involuntary Redundancy

- (a) The CEO may involuntarily terminate an excess employee's employment under section 29 of the PS Act or any other applicable law, at the end of the retention period.
- (b) An excess employee will not be retrenched involuntarily without being given four weeks' notice (or five weeks' notice for an employee over 45 years of age with at least two years of continuous service) of termination of employment, or payment in lieu of notice.
- (c) An employee will receive reasonable time off with full pay to attend necessary employment interviews, from the date the period of notice commences.
- (d) The specific periods of notice will, as far as practicable, be concurrent with the retention periods.

86.7 Redundancy for Non-Ongoing Employees

- (a) Redundancy provisions will apply where the CEO concludes that, due to changes in the operations, technology or staffing structure, a non-ongoing employee is excess to Screen Australia's requirements.
- (b) For the avoidance of doubt, a non-ongoing employee is not entitled to a retention period described in clause 86.5 (Retention Periods).
- (c) Where a non-ongoing employee has more than 12 months service, and is made redundant prior to the completion of their contracted term, the NES minimum redundancy provisions will apply only where those conditions are more favourable than the conditions set out in clause 86.2 (Redundancy and Redeployment) and clause 86.4 (Severance Benefit).

86.8 Financial Assistance


- (a) Employees will be entitled to reasonable assistance in meeting travel and incidental expenses incurred, and access to paid leave, to pursue reasonable efforts to find alternative employment. Where it is necessary as a result of a transfer or reduction in classification for the employee to move their household to a new location, they shall be entitled to:

- (i) the cost of conveyance of the employee and their dependants and Partner by the most economic means;
 - (ii) reasonably incurred cost of removal of the employee's furniture and household effects; and
 - (iii) reasonably incurred expenses in kennelling and transporting a household pet or pets up to a maximum of \$180.00 (including GST).
- (b) Employees may receive reimbursement of up to \$620 (including GST) to access a financial counselling service and planning support services of their choice in circumstances where they are made redundant and/or are considering redundancy.

Section 12: Formal acceptance of the Agreement

Employer

Signed for and on behalf of the Commonwealth and Screen Australia:

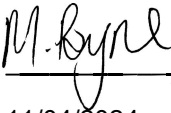
Signature  _____
Date _____

Digitally signed by Deirdre Brennan
DN: cn=Deirdre Brennan,
o=Screen Australia, ou=Office of the CEO,
email=deirdre.brennan@screenaustralia.gov.au, c=AU
Date: 2024.04.10 15:48:20 +10'00'

Deirdre Brennan
Chief Executive Officer
Screen Australia
45 Jones Street, Sydney NSW 2007

Bargaining Representatives

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

Signature  _____
Date 11/04/2024

Melissa Payne
Assistant National Secretary, National Secretariat
Community and Public Sector Union
54-58 Foveaux Street, Surry Hills NSW 2010

Signed for and on behalf of the Media, Entertainment and Arts Alliance:

Erin Madeley
Chief Executive Officer
Media Entertainment Arts Alliance
245 Chalmers St, Redfern NSW 2016

Signature _____
Date _____

Employee Representative

Signed for and on behalf of the employees

Signature 

Date 11/04/2024

Tim Culbert

Employee

Screen Australia

45 Jones Street, Ultimo NSW 2007

Appendix A – Base salaries

Classification	Salary level	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	From 12 March 2026	Year 3 increment %
APS/SA	1.1	47,692				
Level 1	1.2	49,294	52000	54516		
	1.3	50,679	52706	54709	57497	
	1.4	52,709	54817	56900	58835	2.3%
	1.5		55120	57787	59752	1.6%
	1.6				60946	2.0%
APS/SA	2.1	54,624	56809	59520		
Level 2	2.2	55,461	57679	59871	62775	
	2.3	56,914	59191	61440	63529	1.2%
	2.4	58,394	60730	63038	65181	2.6%
	2.5	59,852	62246	64611	66808	2.5%
	2.6			64877	68425	2.4%
APS/SA	3.1	62,229	64718	67177		
Level 3	3.2	63,072	65595	68088	70477	
	3.3	64,678	67265	69821	72195	2.4%
	3.4	66,595	69259	71891	74335	3.0%
	3.5	68,769	71520	74238	76820	3.3%
	APS/SA	4.1	70,086	72889	75659	79125
Level 4	4.2	71,491	74351	77176	79800	0.9%
	4.3	73,324	76257	79155	81846	2.6%
	4.4	74,393	78001	80965	83718	2.3%
				81775	86246	3.0%
APS/SA	5.1	78,071	81194	84279		
Level 5	5.2	78,815	81968	85083	88834	
	5.3	81,166	84413	87621	90600	2.0%
	5.4	83,538	86880	90181	93247	2.9%
	5.5		87572	91809	94931	1.8%
	5.6				96829	2.0%
APS/SA	6.1	87,458	90956	94563	99734	
Level 6	6.2	91,374	95029	98640	101994	2.3%
	6.3	95,295	99107	102873	106371	4.3%
	6.4	99,216	103185	107106	110748	4.1%
	6.5				111701	0.9%

APS/SA Executive Level 1	1.1	108,995	113355	117662	121755	
	1.2	110,514	114935	119303	123359	1.3%
	1.3	115,577	120200	124768	129010	4.6%
	1.4	120,639	125465	130233	134661	4.4%
APS/SA Executive Level 2	2.1	129,527	134708	139827	144581	7.4%
	2.2	135,328	140741	146089	151056	4.5%
	2.3	142,448	148146	153776	159004	5.3%
	2.4	149,568	155551	161462	166952	5.0%

Appendix B – Supported Wage System

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

Definitions

- (b) In this Appendix:
- (i) **Approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
 - (ii) **Assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.
 - (iii) **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.
 - (iv) **Relevant minimum wage** means the minimum wage prescribed in this agreement for the class of work for which an employee is engaged.
 - (v) **Supported Wage System (SWS)** means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the JobAccess website (www.jobaccess.gov.au).
 - (vi) **SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

Eligibility criteria

- (c) Employees covered by this Appendix 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.
- (d) The Appendix does not apply to any existing employee who has a claim against Screen Australia which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

Supported wage rates

- (e) Employees to whom this clause applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Applicable percentage of relevant minimum wage paid to applicable employees

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

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

Assessment of capacity

- (h) For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.
- (i) Assessment made under this Appendix must be documented in a SWS wage assessment agreement, and retained by Screen Australia as a time and wages record in accordance with the FW Act.

Lodgement of SWS wage assessment agreement

- (j) All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.
- (k) All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the agreement is not a party to the assessment, the assessment will be referred by the Fair Work

Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

Review of assessment

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

Other terms and conditions of employment

- (m) Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by the provisions of this Appendix 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

- (n) An employer wishing to employ a person under the provisions of this Appendix 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

- (o) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (p) 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.
- (q) The minimum amount payable to the employee during the Trial Period must be no less than the current weekly rate, as determined by the Fair Work Commission.
- (r) Work trials should include induction or training as appropriate to the job being trialled.
- (s) Where Screen Australia and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 86.8(h) and 86.8(i) of this Appendix.