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National Disability  
Insurance Agency

# National Disability Insurance Agency - Enterprise Agreement 2024-2027

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## Section 1: Technical matters

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### Title

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

### Parties to the agreement

2. The agreement covers:
  - 2.1 the Chief Executive Officer (CEO), for and on behalf of the Commonwealth of Australia as the employer;
  - 2.2 all employees in the National Disability Insurance Agency (NDIA) employed under the Public Service Act 1999 other than Senior Executive Service (SES) employees or equivalent;
  - 2.3 subject to notice being given in accordance with section 183 of the Fair Work Act 2009, and the following employee organisation which was a bargaining representative for this agreement:
    - 2.3.1 Community Public Sector Union (CPSU).

### Operation of the agreement

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

### Delegations

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

### National Employment Standards (NES) precedence

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

## Closed comprehensive agreement

7. This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.
8. This agreement will be supported by policies and guidelines, as implemented, and varied from time to time. These policies and guidelines will be available on the Intranet to all employees and will be updated as necessary in line with clauses 532 to 533.
9. Policies and guidelines are not incorporated into and do not form part of this agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this agreement, the terms of this agreement will prevail.

## Individual flexibility arrangements

10. The CEO and an employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - 10.1 the agreement deals with one or more of the following matters:
    - 10.1.1 arrangements about when work is performed;
    - 10.1.2 overtime rates;
    - 10.1.3 penalty rates;
    - 10.1.4 allowances;
    - 10.1.5 remuneration;
    - 10.1.6 leave and leave loading; and
  - 10.2 the arrangement meets the genuine needs of the NDIA and employee in relation to one or more of the matters mentioned in clause 10; and
  - 10.3 the arrangement is genuinely agreed to by the CEO and employee.
11. The CEO must ensure that the terms of the individual flexibility arrangement:
  - 11.1 are about permitted matters under section 172 of the Fair Work Act 2009;
  - 11.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and

- 11.3 result in the employee being better off overall than the employee would be if no arrangement was made.
- 12. The CEO must ensure that the individual flexibility arrangement:
  - 12.1 is in writing;
  - 12.2 includes the name of the NDIA and employee;
  - 12.3 is signed by the CEO and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - 12.4 includes details of:
    - 12.4.1 the terms of the enterprise agreement that will be varied by the arrangement;
    - 12.4.2 how the arrangement will vary the effect of the terms;
    - 12.4.3 how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
    - 12.4.4 states the day on which the arrangement commences.
- 13. The CEO must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 14. The CEO or employee may terminate the individual flexibility arrangement;
  - 14.1 by giving no more than 28 days written notice to the other party to the arrangement; or
  - 14.2 if the CEO and employee agree in writing – at any time.
- 15. The CEO and employee are to review the individual flexibility arrangement at least every twelve months.



## Definitions

16. The following definitions apply to this agreement:

**ACN** means the Agency Consultative Network - a network established to have open and direct consultation regarding workplace matters.

**Agency Head or CEO** means the Chief Executive Officer of the National Disability Insurance Agency, or the person authorised by the Chief Executive Officer as their delegate.

**Agreement** means the *National Disability Insurance Agency Enterprise Agreement 2024-2027*.

**APS** means the Australian Public Service.

**APS agency** means an agency whose employees are employed under the *Public Service Act 1999*, including an agency as defined in section 7 of the *Public Service Act 1999* whose employees are employed under that Act.

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

**ARIA** means Accessibility/Remoteness Index of Australia – a tool used to define the remoteness of locations.

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

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

**Base salary** means an employee's base salary set out in Appendix A of this agreement, and an employee's hourly rate of base salary is an employee's base salary reduced to an hourly rate.

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

**Casual employee (irregular or intermittent employee)** means an employee engaged under section 22(2)(c) of the *Public Service Act 1999* who:

- a) is a casual employee as defined by the *Fair Work Act 2009*; and
- b) works on an irregular or intermittent basis.

**CFTS** means Continuous Full Time Service - a type of Reserve employment in the ADF.

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

**Classification** means the approved classifications as defined by the *Public Service Classification Rules 2000*.

**CPI** means Consumer Price Index – a general economic indicator of price changes in relation to goods and services. Any CPI allowance increase will be in accordance with the most recently released annual all groups CPI, published quarterly for the preceding 12 months, as per the Australian Bureau of Statistics, and will increase annually as detailed in Appendix B.

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

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

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

**Employee** means an employee of the Commonwealth engaged under section 22(2) of the *Public Service Act 1999* who is covered by this agreement (whether full-time, part-time or casual, ongoing or non-ongoing).

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

**Executive Level Employee (EL)** means Executive Level 1 (EL1) or Executive Level 2 (EL2) employees and their equivalent.

**ETT** means Excess Travel Time – relates to an allowance where the CEO initiates a change to the employee's usual location of work and additional time is necessarily spent on travel.

**Family** means:

- a) a spouse, former spouse, de facto partner or former de facto partner of the employee;
- b) a child, parent, grandparent, grandchild, or sibling of the employee;
- c) a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;
- d) a member of the employee's household; or
- e) a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs;
- f) this definition of family includes step-relations (for example, step-parents and step-children) as well as adoptive relations.

**Family and domestic violence** has the same meaning as in section 106B(2) of the *Fair Work Act 2009*.

**Flex time** means the provision to work shorter or longer hours than an employee's normal work pattern.

**Full-time employee** means an employee employed to work an average of 37 hours and 30 minutes per week in accordance with this agreement.

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

**FWC** means Fair Work Commission - Australia's national workplace relations tribunal.

**GST** means Goods and Services Tax - a broad-based tax of 10 per cent on most goods, services and other items sold or consumed in Australia.

**HDA** means Higher Duties Allowance - paid where an employee is temporarily assigned to perform duties at a higher classification.

**IFA** means Individual Flexibility Arrangement - an arrangement requested by the employee and agreed by the CEO that varies the effect of certain conditions of the EA.

**Location** means an area within a particular region (for example, within a reasonable distance in a geographical area).

**LSL Act** means *Long Service Leave (Commonwealth Employees) Act 1976*.

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

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

**NAIDOC** means National Aborigines and Islanders Day Observance Committee – responsible for increasing awareness in the wider community of Aboriginal and Torres Strait Islander cultures.

**NDIA** means the National Disability Insurance Agency (also known as the Agency).

**Nearest Capital City** means:

- a) where the employee is living and working in the Northern Territory, this will be Adelaide; or
- b) in any other case - the capital city of the State which is the closest in distance to the employee's usual place of work.

**NES** means the National Employment Standards at Part 2-2 of the *Fair Work Act 2009*.

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

**Normal work location or usual location of work** means the employee's location of work (whichever is relevant):

- a) stated in the employee's letter of offer;
- b) agreed with the employee, in accordance with clause 225 of this agreement;  
or
- c) the place where an employee's duties are to be performed, as determined in accordance with section 25 of the PS Act.

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

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

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

**Partner** means a spouse, former spouse, de facto partner, or former de facto partner of the employee.

**Part-time employee** means an employee employed to work less than an average of 37 hours and 30 minutes per week in accordance with this agreement.

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

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

**PSSap** means Public Sector Superannuation Accumulation Plan - the NDIA's default superannuation fund for new employees who commenced after 1 July 2005.

**Public Holiday** means a day that is a public holiday under clauses 240 to 248 of this agreement but does not include a day that is a public holiday solely because it is a Sunday and under the relevant law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday.

**Relevant employee** means an affected employee.

**RLAA** means Remote Locality Assistance Allowance - an allowance payable to employees living and working in a NDIA designated locality.

**Salary advancement** means the movement through the salary band within the salary range for a classification. These increases are counted as salary for the purposes of determining salary for superannuation, in accordance with the relevant superannuation fund rules.

**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.

**SES** means Senior Executive Service employee, as defined under section 34 of the PS Act.

**Substantive** means an employee's permanent classification level.

**Work pattern means:**

- a) for a full-time employee, 8:30am to 12:30pm and 1:30pm to 5:00pm Monday to Friday, or as agreed between the employee and their manager under clause 130 of this agreement;
- b) for a part-time employee, the pattern agreed between an employee and their manager in relation to the working of their ordinary hours of work; or
- c) for a shift worker, the shift worker's rostered ordinary hours of work.

## Section 2: Remuneration

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### Salary

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

### Payment of salary

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

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

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

### Salary setting

21. Where an employee is engaged, moves to, or is promoted in the NDIA, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the CEO determines a higher salary within the relevant salary range under these salary setting clauses.
22. The CEO may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.

23. In determining a salary under these salary setting clauses, the CEO will have regard to relevant factors including the employee's experience, qualifications, and skills.
24. Where an employee commences ongoing employment in the NDIA immediately following a period of non-ongoing employment in the NDIA for a specified term or task, the CEO will determine the payment of the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the NDIA.
25. Where an employee commences ongoing employment in the NDIA immediately following a period of casual employment in the NDIA, the CEO will determine the payment of salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the NDIA.
26. Where an APS employee moves to the NDIA at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the CEO will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
27. Where an APS employee transfers from another agency, and their salary with the previous agency exceeds a relevant NDIA pay point but is below the maximum of the NDIA salary range for the relevant classification, the employee will transfer to the next pay point for that classification.
28. Where an employee is promoted, and their salary increase to the minimum pay point of their new classification is less than \$1500, the employee will be placed on the second pay point.
29. 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.

## Salary maintenance

30. If an employee has transferred to the NDIA from a state or territory entity under the provisions of a bilateral agreement between the state or territory and the Commonwealth, the CEO will, unless exceptional circumstances exist, approve continued payment of the employee's previous substantive base salary. This would apply if the employee's salary on date of appointment is above the top pay point of the appropriate NDIA classification, and where the employee's salary will fall within the top pay point during the life of this Agreement.



31. Where it has been determined appropriate to assign an employee to duties at a lower classification on a temporary or ongoing basis due to specific circumstances, the employee will transfer to the top pay point for the lower classification unless otherwise determined by the CEO.

## Salary maintenance lump sum

32. If an employee is in receipt of a base salary above the top of the pay point for their classification during the life of this agreement, the employee will not be eligible for the relevant salary increase under clause 18. The employee will remain on their current base salary and will be eligible for a separate lump sum payment.
33. During the life of this Agreement, where the NDIA top pay point for an employee's classification level meets or exceeds the maintained salary, the lump sum payment would no longer be payable.
34. All lump sum payments will be:
- 34.1 calculated as a percentage of the top pay point for the employee's classification level as specified in Appendix A;
  - 34.2 based on the percentage of the base salary increases granted under clause 18; and
  - 34.3 paid at the same time as the base salary increases in clause 18.
35. These payments will not count as salary for any purpose.

## Salary advancement

36. For the purposes of clauses 37 to 44, in any one year:
- 36.1 the **current assessment period** means the 12-month period ending on 31 July; and
  - 36.2 the **following assessment period** means the 12-month period commencing 1 August.

## Salary advancement for ongoing and non-ongoing employees

37. By 31 July each year, the NDIA will assess whether each employee, who is not at the top pay point of their substantive classification, is an Eligible Employee for the purposes of salary advancement.

38. For the purposes of clauses 37 and 39, an eligible employee is an ongoing or non-ongoing employee, who as at 31 July:
- 38.1 has a performance plan in place that continues to apply into the following assessment period;
  - 38.2 has completed at least one performance plan in the current assessment period (with the exception of employees who completed probation later than 31 March in the current assessment period);
  - 38.3 if the employee was a new employee during the current assessment period, has successfully completed their probation process;
  - 38.4 has been rated for the current assessment period as effectively meeting or exceeding performance requirements, as specified within the performance framework;
  - 38.5 has completed a minimum of six months of eligible service, including any periods of leave that count as service, with the NDIA within the current assessment period; and
  - 38.6 is not subject to a current formal performance support process.
39. Eligible Employees will be entitled to advance to the next pay point of their substantive classification, effective from 1 September each year.

## Salary advancement for ongoing employees on higher duties allowance

40. By 31 July each year, the NDIA will assess whether each ongoing employee, who is not at the top pay point of their higher duties classification, is an Eligible Higher Duties Employee for the purposes of salary advancement.
41. For the purposes of clause 40 and 42-43, an Eligible Higher Duties Employee is an ongoing employee who, as at 31 July:
- 41.1 is assigned to a position classified at a higher level than the employee's substantive classification level;
  - 41.2 has performed the duties at the same or higher classification and pay point for an aggregate period of at least six months within the current assessment period;

- 41.3 has a performance plan in place that continues to apply into the following assessment period;
  - 41.4 has completed at least one performance plan in the current assessment period, with the exception of new employees who completed probation later than 31 March in the assessment period;
  - 41.5 has been rated for the current assessment period as effectively meeting or exceeding performance requirements, as specified within the performance framework;
  - 41.6 has completed a minimum of six months of eligible service, including any periods of leave that count as service, with the NDIA within the current assessment period; and
  - 41.7 is not subject to a current formal performance support process.
42. Effective from 1 September each year, Eligible Higher Duties Employees will be entitled to advance to the next pay point of:
- 42.1 their substantive classification; and
  - 42.2 their higher classification in respect of which they are being paid the higher duties allowance.
43. An Eligible Higher Duties Employee who has previously advanced to a pay point at a higher classification (i.e., under clause 42) will be paid at that same pay point if they are:
- 43.1 paid the higher duties allowance at that higher classification; or
  - 43.2 promoted to that higher classification.
44. For the purposes of the requirement in clauses 38.5 and 41.6 that an employee has performed duties with the NDIA for at least six months within the current assessment period, the following will apply to employees who take leave during a current assessment period:
- 44.1 periods of leave that count as service will count towards the six-month period;
  - 44.2 employees on a continuous period of unpaid parental leave may only advance a maximum of one pay point during that period of leave;
  - 44.3 prior service as a non-ongoing employee counts towards the six-month period.

## Superannuation

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

## Method for calculating superannuation salary

48. The NDIA 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.
49. Employer contributions will be made for all employees covered by this agreement.
50. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

## Payment during unpaid parental leave

51. 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.

## Salary packaging

52. Clauses 53 to 55 apply to:
  - 52.1 ongoing employees; and
  - 52.2 non-ongoing employees with an initial contract of at least three months.
53. Employees will have access to salary packaging. Further information can be found in the guide produced by the NDIA's salary packaging provider/s.

54. If an employee takes up the option of salary packaging, the arrangements will not reduce the employee's salary for the calculation of superannuation or any other purpose.
55. Employees will meet the costs of any salary packaging arrangement, including any fringe benefits tax and administrative costs incurred by the NDIA.

## Overpayments

56. An overpayment occurs if the CEO (or the NDIA) 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).
57. 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.
58. 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 by the CEO.
59. If after considering the employee's response (if any), the CEO confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the NDIA in full by the employee.
60. 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.
61. The CEO and employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment.
62. Interest will not be charged on overpayments.
63. Nothing in clauses 56 to 62 prevents:
  - 63.1 the NDIA from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;

- 63.2 the NDIA from pursuing recovery of the debt through other available legal avenues;
- 63.3 the employee or the NDIA from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

## Section 3: Allowances

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### Higher duties

64. An employee may be requested to perform temporarily all or part of the duties of a position at a higher classification.
65. Where a role needs to be filled for one or more working weeks, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification higher than their substantive position.
66. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification, or a higher amount determined by the CEO.
67. Where an employee is found to be eligible for salary progression at their acting 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.
68. Notwithstanding clauses 69 and 70, where an employee's higher duties allowance increase is less than \$1500, the employee will be placed on the second pay point in the higher classification range.
69. Where an employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.
70. 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.
71. The CEO may, in special circumstances, shorten the qualifying period for higher duties allowance on a case-by-case basis.

### Increases to allowances

72. All salary-related allowances will increase in line with general base salary increases in clause 18.
73. Expense-related allowances, and any maximum amounts for reimbursements, may increase as set out in Appendix B.

## Workplace contact officer allowance (Workplace Responsibility Allowance)

74. Workplace contact officers will be paid the allowance specified in the allowances and reimbursements table at Appendix B. The full allowance is payable regardless of flexible work and part-time arrangements.
75. An employee is a workplace contact officer if they:
  - 75.1 are elected in accordance with the provision of an applicable Act, elected by their eligible peers, or appointed by the CEO, to undertake any of the workplace contact officer roles, including:
    - 75.1.1 First Aid Officer;
    - 75.1.2 Emergency Warden;
    - 75.1.3 Health and Safety Representative;
    - 75.1.4 Peer Support Contact Officer;
    - 75.1.5 Harassment Contact Officer; or
    - 75.1.6 Mental Health First Aid Officer; and
  - 75.2 successfully undertaken the relevant training and/or possess the required certification/s for the relevant role.
76. Subject to any applicable laws, the CEO may determine the eligibility of an employee to be a workplace contact officer, including by reference to:
  - 76.1 an employee's physical availability to undertake the role;
  - 76.2 whether duties of a particular role may only be satisfactorily performed by an employee maintaining a certain level of physical presence in the workplace; and
  - 76.3 not all workplace contact officer roles will require a physical presence in the workplace for the role to be successfully undertaken, such as Peer Support Officers, Harassment Contact Officer, Mental Health First Aid Officer, and Health and Safety Representatives, depending on work group arrangements.
77. The workplace contact officer allowance will increase annually, in line with general salary increases, as set out in the allowances and reimbursements table at Appendix B.



78. An employee is entitled to the receipt of one allowance only, regardless of roles undertaken unless:
- 78.1 Under exceptional circumstances, the CEO approves payment of additional role allowances based on operational requirements.
79. The workplace contact officer allowance will be paid fortnightly.
80. Casual employees who are eligible to receive a workplace contact officer allowance will be paid the full amount (noting the minimum rate), as varied from time to time, provided they engage in work during any given pay cycle, irrespective of the frequency and duration of work undertaken.

## Community language allowance

81. A community language allowance will be paid where the CEO determines that an employee is regularly required, or there is a continuing need, 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.
82. The allowance is paid in accordance with the employee's level of competency:

Table 1: Community language allowance rates

Rate	Standard	Rate from Commencement of 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

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

## Motor vehicle allowance

87. The CEO may approve the use by an employee of a private vehicle for official purposes where the CEO considers that it will result in greater efficiency or involve less expense for the NDIA.
88. If approved, an employee will receive a motor vehicle allowance at the rate prescribed by the relevant subscription service for work related car expenses (using the cents per kilometre method). The allowance shall not exceed the amount that would have been payable to otherwise transport the employee by the most efficient means.
89. The rate of allowance will be varied in accordance with rates published by the relevant subscription service and can be found in the allowances and reimbursements table in Appendix B of this agreement.

## Loss or damage to clothing or personal effects

90. If an employee suffers loss or damage to clothing or personal effects while on official business, the CEO may approve payment to the employee to compensate for the loss or damage up to the Comcover excess per incident.
91. The rate of reimbursement can be found in the allowances and reimbursements table in Appendix B of this agreement.

## Overtime meal allowance

92. The CEO will approve the payment of an overtime meal allowance if an employee works approved overtime to the completion of or beyond a meal period and the overtime is:

- 92.1 before or after the employee's ordinary hours of work (as established by the employee's pattern of ordinary hours of work); or
  - 92.2 for a period not continuous with the employee's hours of work (for example weekends and/or public holidays) to the completion of or beyond a meal period.
93. Overtime meal allowance will be varied in accordance with rates published by the relevant subscription service and can be found in the allowances and reimbursements table in Appendix B of this agreement.
94. The overtime meal allowance is not an allowance in the nature of salary.

### Excess travel time

95. The CEO will approve an Excess Travel Time (ETT) payment where the NDIA initiates a change to an employee's usual location of work and additional time necessarily spent in travel is required.
96. Excess Travel Time is payable to employees:
- 96.1 where the additional travel time is in excess of 30 minutes in any one day;
  - 96.2 not in receipt of travelling allowance; and
  - 96.3 for a maximum period of three months.
97. Payment will be made at single time on Mondays to Saturdays and time and a half on Sundays and public holidays as outlined in Appendix B. Time off in lieu of payment may be granted on an hour for hour basis.
98. An employee may negotiate alternative arrangements such as taking time off in lieu rather than receive the ETT payment, the maximum period of three months applies to any alternative arrangements.
99. ETT is not payable where on engagement to the NDIA an employee is required to attend another temporary work location not designated as the employees ongoing usual location of work or for training purposes.
100. Further details can be found in the policy on allowances.

## Excess fares

101. The CEO will, unless exceptional circumstances exist, approve reimbursement of excess fares incurred by an employee as a result of work related travel while performing duty temporarily at another location.
102. Payment of excess fares is limited to three months and will not be made where an employee is in receipt of travelling allowance.

## Additional matters

103. The CEO may determine that it is appropriate to pay an employee an allowance or reimbursement for reasonable expenses incurred in the course of the employee's employment.
104. Further details on allowances can be found in the policy on allowances and reimbursements.

## Section 4: Classifications and broadbands

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### Work Level Standards

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

### Graduates

106. Clauses 107 to 108 apply to employees employed under the APS Graduate programme.
107. An employee with the title of NDIA Graduate who is engaged as an APS4 classification, on successful completion of the APS Graduate programme, will advance to:
- 107.1 the APS5 classification, pay point 1, in the general employment stream; or
- 107.2 an equivalent classification in the relevant job stream.
108. To avoid doubt, if an employee meets the eligibility criteria for salary advancement during the programme, they may still advance through the salary band subject to meeting the requirements of the clauses in relation to salary advancement.

### Cadets

109. Employees employed under the APS Cadet programme (including Indigenous), employees will be paid a percentage of the salary as determined by the CEO for an APS 1 in the general employment stream and on successful completion of the study period will be allocated to an APS 3 in the general employment job stream at a pay point as determined by the CEO.

### Indigenous Australian Government Development Program (IAGDP)

110. Employees employed under the IAGDP will be placed in the general employment job stream at the APS 3 classification and on successful completion of the programme will advance in the general employment job stream to the APS 4 classification.

## Professional Job Stream

111. Employees are eligible for entry to the professional job stream if they are required to perform certain duties and the CEO determines that their skills, qualifications, and experience are essential or appropriate for entry.
112. The CEO will determine which roles will be included in a particular job stream, as detailed in the relevant policy varied from time to time and may move employees between streams if they lose a required qualification.

## Legal Job Stream

113. Employees are eligible for entry to the Legal Job Stream if they are required to perform legal work and possess a degree from an Australian tertiary institution or a comparable qualification and have been admitted, or are eligible for admission, as a legal practitioner of the High Court or the Supreme Court of an Australian State or Territory or the CEO determines that their skills, qualifications and experience in relation to legal work are appropriate for entry.
114. Access to the Deputy Branch Manager or Special Counsel designation can only be achieved where the CEO is satisfied that there is a need to undertake high level managerial responsibilities and/or use high level technical skills in the NDIA legal practice and the employee has the skills and experience to warrant movement to that local title.

## Broadbands

115. Under the *Public Service Classification Rules 2000*, the CEO may, from time to time, establish broadbands.
116. The CEO will approve an employee to advance through a broadband if:
  - 116.1 there is sufficient ongoing work at the higher classification;
  - 116.2 the employee has successfully completed probation if applicable;
  - 116.3 the employee's performance is effectively meeting expectations;
  - 116.4 the employee has a current performance plan in place;
  - 116.5 the employee is able to demonstrate the skills, proficiencies, values and behaviours required to successfully perform the duties at the higher classification level;

- 116.6 the employee has not, within the previous 12 months, been reduced to the lower classification as a result of a sanction for a breach of the APS Code of Conduct;
- 116.7 the employee agrees to take part in the process for assessing their eligibility to advance through a broadband; and
- 116.8 the employee is able to meet any other requirements necessary to ensure that progression is consistent with the PS Act.

## Professional Job Stream Broadbands

- 117. APS 4-6 classifications are broadbanded within the professional classification structure. See Appendix A.
- 118. Advancement through a broadband is considered in accordance with clause 116.

## Legal Job Stream Broadbands

- 119. APS 4-6 classifications are broadbanded within the legal classification structure. See Appendix A.
- 120. Advancement through a broadband is considered in accordance with clause 116.

## Section 5: Working hours and arrangements

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### Job security

#### Commitment to ongoing employment and rebuilding APS capacity

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

### Reporting

122. The NDIA will report to the ACN on an annual basis, or more frequently if agreed, on the number, duration, classification, and location of ongoing, non-ongoing and casual employees engaged by the NDIA.

### Pathways to permanency

123. The NDIA and the APS will comply with the casual conversion provision of the *Fair Work Act 2009*. In addition, the NDIA recognises that a proactive approach, including regularly reviewing casual and non-ongoing arrangements, is both a fair and efficient approach to supporting ongoing employment as the usual form of employment.

### Casual (irregular or intermittent) employment

124. A casual (irregular or intermittent) employee is defined in the definitions section.
125. A decision to expand the use of casual employees is subject to clauses 528 to 551 of this agreement.
126. The NDIA 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.
127. 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.
128. 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.



- 129. 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.
- 130. A casual employee who is eligible for a Workplace Contact Officer Allowance will be paid the full amount provided they engage in work during any given pay cycle as detailed at clause 80.

## Non-ongoing employment

- 131. A non-ongoing employee is defined in the definitions section.
- 132. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
  - 132.1 personal/carer's leave accrual at clause 278;
  - 132.2 redundancy provisions at clause 591, subject to clause 133; and
- 133. If the non-ongoing employee's contract is not permitted by section 333E of the *Fair Work Act 2009*, then the redundancy provisions at clause 591 will apply.
- 134. If the redundancy provisions apply to an employee under clause 133, the NDIA must adhere to the consultation requirements at clause 528.

## Working hours

- 135. An employee and their manager will agree on a work pattern. Where agreement cannot be reached:
  - 135.1 if an employee is a full-time employee, the employee's work pattern will be 8:30am to 12:30pm and 1:30pm to 5:00pm Monday to Friday; and
  - 135.2 if an employee is engaged as a part-time employee, the employee's work pattern will be as set out in the employee's letter of offer.
- 136. If an employee fails to maintain a satisfactory pattern of attendance or misuse flex time provisions, the CEO may direct the employee to work in accordance with a work pattern of 8:30am to 12:30pm and 1:30pm to 5:00pm Monday to Friday (or if the employee is a part-time employee, in accordance with the work pattern set out in their letter of offer). This will be reviewed with the manager and employee after a 3-month period.

137. An employee's working hours may impact their salary, leave entitlements and duties-based allowances in accordance with the provisions of this agreement and relevant legislation.
138. Unless an employee is a shift worker, an employee will not be expected to work more than ten hours in one day.
139. An employee must not work more than five consecutive hours without an unpaid meal break of at least 30 minutes.

## Bandwidth

140. The standard bandwidth is between the hours of 6:30am and 7:30pm Monday to Friday. The NDIA will not compel an employee to work outside the bandwidth. However, for personal reasons, an employee may request to do so with manager approval. Such arrangements will not attract shift work conditions or payment of overtime.

## Recording hours worked

141. Employees must maintain an accurate record of their working hours in accordance with the NDIA approved method.

## Flex time

142. Clauses 143 to 150 apply to all employees at the APS 1-6 classifications.
143. Flex time provisions provide flexibility for employees and the NDIA. Flex time is about flexibility in relation to hours worked on any particular day and is available within the standard bandwidth.
144. A flex balance is the time worked in excess of or less than an employee's ordinary hours of work.
145. The maximum flex credit which can be carried from one settlement period to another is 37 hours and 30 minutes. The maximum flex debit which can be carried from one settlement period to another is 22 hours and 30 minutes.
146. With prior approval of the CEO, an employee may carry balances in excess of the maximum credit or debit allowed as referenced at clause 145.

147. In exceptional circumstances, the CEO may approve payment to an employee of a flex balance in excess of 37 hours and 30 minutes at ordinary time rates.
148. If an employee has a negative flex debit of more than 22 hours and 30 minutes at the end of a settlement period, the CEO may direct the employee to use approved annual leave or have salary payments reduced (in accordance with section 324 of the FW Act) to cancel the excess debit.

## Flex leave

149. Flex leave is planned leave taken that reduces an employee's flex balance. An employee and their manager will discuss what is required for the employee to take flex leave, having regard to business needs, the employee's role and team requirements, and the employee's personal needs.
150. An employee may use up to five consecutive days of flex leave at any one time. In exceptional circumstances, the CEO may approve additional consecutive days of flex leave.

## EL TOIL

151. Executive Level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
152. EL employees seeking to access time off in lieu (TOIL) are required to keep records of their hours worked using a method determined by the NDIA.
153. 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.
154. 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.
155. 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.
156. 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.

- 157. 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.
- 158. Additional hours would include extra time worked in the office, at home and business-related travel time.

## Overtime

- 159. Clauses 160 to 168 apply to employees at the APS 1-6 classifications, except for shift workers.
- 160. An employee works overtime when they are directed by the CEO to perform work that is:
  - 160.1 in addition to their agreed work pattern (even if it is within the bandwidth); or
  - 160.2 outside the bandwidth, Monday - Friday; or
  - 160.3 on a Saturday, Sunday or Public Holiday; or
  - 160.4 in excess of 37 hours and 30 minutes in one week if the employee is a casual employee (irregular or intermittent employee).
- 161. Where necessitated by business requirements, the CEO may direct an employee to work overtime outside their work pattern. An employee may refuse to work overtime in circumstances where the working of such overtime would be unreasonable.

## Payment for working overtime

- 162. If an employee is directed to work overtime, the CEO will approve payment for overtime worked.
- 163. If an employee is eligible to receive overtime payments, overtime hours worked will be paid or, where agreed, time off in lieu will accrue at the following penalty rates:

Overtime worked	Rate
Monday to Saturday - for the first three hours of overtime each day	Time and a half
Monday to Saturday – after three hours of overtime each day	Double time
Work performed on a Sunday	Double time

Work performed on a public holiday	Double time and a half
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- 164. The rate of pay for calculating the relevant overtime rate will be the hourly rate of base salary, plus any relevant payments for higher duties.
- 165. Overtime payments will be made for hours actually worked, and there will be no minimum period for which overtime will be paid. Where overtime is not continuous with an employee's ordinary hours, overtime payments may include a payment for reasonable travelling time.

### Rest period

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

### Time off in lieu of payment of overtime

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

### Emergency duty

- 169. Where the CEO directs an employee to return to the workplace to meet an emergency outside of the employee's work pattern, and the employee received no notification of the call prior to ceasing usual duty and leaving the workplace, the employee will be paid for all hours worked at the rate of double time, including time necessarily spent travelling to and from duty.
- 170. For the purpose of this clause, an emergency is a serious, unexpected, and/or dangerous situation and that, in the opinion of the CEO, requires an immediate response.

171. Clauses 169 to 170 do not apply where an employee is receiving a restriction allowance.

#### Time off in lieu of payment of overtime

172. Where the CEO agrees, an employee may elect to take time off in lieu at the appropriate overtime rate instead of the overtime payment.
173. Where time off in lieu of payment has been agreed, but the employee has not been granted that time off within four weeks or another agreed period due to business requirements, the employee may elect to receive payment of the original overtime entitlement.

#### Restriction duty

174. The CEO may direct an employee to be contactable and to be available to perform extra duty outside the bandwidth, and if so, the employee will be paid a restriction allowance.
175. The rate of payment for the restriction allowance will be:
- 175.1 7.5 per cent of the employees' hourly rate of base salary for each restricted hour on a Monday to Friday;
  - 175.2 10 per cent of the employees' hourly rate of base salary for each restricted hour on a Saturday or Sunday; and
  - 175.3 15 per cent of the employees' hourly rate of base salary for each restricted hour on a public holiday.
176. The rates of payment for the restriction allowance are also outlined in Appendix B.
177. Where an employee is being paid a restriction allowance, and they are recalled to duty at their place of work, the employee will be paid a minimum of three hours at the relevant overtime rate for:
- 177.1 all hours worked in response to the recall to duty; and
  - 177.2 time necessarily spent travelling to and from duty.
178. An employee will not be entitled to receive the restriction allowance for any period for which overtime is payable.

#### Time off in lieu of payment of overtime

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

## Shift work

181. Clauses 182 to 201 apply to shift workers.
182. The CEO will, unless exceptional circumstances apply, approve shift work arrangements and payments in accordance with this clause.
183. A shift worker will be entitled to the following penalty rates in respect of ordinary hours of work (on the whole of a shift) as follows:

Shift	Penalty Rate
Any part of a shift falls between 7:00pm and 7:00am Monday to Friday	15 per cent
Shifts fall wholly within 7:00pm and 7:00am Monday to Friday for at least four continuous weeks	30 per cent
Any part of a shift falls between midnight Friday and midnight Saturday	50 per cent
Any part of a shift falls between midnight Saturday and midnight Sunday	100 per cent
Any part of a shift falls on a Public Holiday	150 per cent

### Annualised shift allowance

184. The CEO may approve the payment of an annual shift allowance in lieu of penalty rates. The shift allowance will be calculated by averaging and annualising the shift penalty rates provided in this clause.
185. Shift workers in receipt of an approved annual shift allowance under clause 184, will not receive less on an annual basis than what they would have received under clause 183.

## Leave arrangements for shift workers

186. Shift penalties or shift allowance is payable during periods of annual leave. Shift penalties or shift allowance is not payable during other periods of leave.
187. Where a shift worker's rostered pattern means that they are regularly required to work on each of the days of the week, and a public holiday occurs on the shift worker's scheduled day off duty, they will be entitled to:
  - 187.1 paid leave for a day instead of the public holiday; or
  - 187.2 an amount equal to the shift worker's base salary for one day (being 7 hours and 30 minutes).
188. If a shift worker works to a work pattern that includes weekend days, the shift worker will be entitled to an additional half day annual leave for each Sunday on rostered duty up to a maximum of an additional five days annual leave.

## Shift rostering

189. Where NDIA proposes to introduce shift rostering arrangements to a business area, the NDIA will consult with employees consistent with clauses 528 to 551.
190. The NDIA will work with shift workers to:
  - 190.1 ensure reasonable consideration is given to employee access to flexible work arrangements;
  - 190.2 allow employees to access leave, and learning and development opportunities;
  - 190.3 support preference shift rostering to the maximum extent practicable, while ensuring that operational business requirements are met and maintained; and
  - 190.4 allow employees to swap shifts as needed.
191. When developing shift rostering arrangements, the NDIA will:
  - 191.1 determine in accordance with work needs of the business area, the work cycle which will be a maximum of four weeks;
  - 191.2 advise employees of predicted workforce requirements as early as practicable;
  - 191.3 seek preferred working hours and take account of the individual circumstances of employees;



- 191.4 where gaps have been identified in the roster and cannot be filled through shift preferencing, the CEO may direct a shift worker to fill remaining gaps;
  - 191.5 not roster a shift worker at times the CEO determines, on reasonable grounds, would cause the employee hardship; and
  - 191.6 complement national scheduling processes with local arrangements as needed.
- 192. Shift workers will not be required to work a split shift unless they agree to do so.
  - 193. Shift workers can seek to renegotiate or swap their rostered hours. However, the shift worker's rostered hours can only be changed with the agreement of the CEO. This agreement will not be unreasonably denied.
  - 194. An employee's ordinary hours of work that are worked under a shift roster will be regarded as the shift worker's work pattern, for the purposes of calculating leave and overtime entitlements.
  - 195. In developing shift allocations, where an employee believes their circumstances have not been fairly considered, they should raise the matter as soon as possible with the CEO.

#### Overtime for shift workers

- 196. Clauses 197 to 201 apply to employees at APS 1-6 classifications.
- 197. In addition to an employee's ordinary rostered hours, overtime may be scheduled when work demand exceeds the employee's total rostered hours.
- 198. A shift worker works overtime if they are directed by the CEO to work as follows:
  - 198.1 in addition to their work pattern; or
  - 198.2 if the employee is a casual employee (irregular and intermittent employee):
    - 198.2.1 on any day, beyond the rostered hours on that day; or
    - 198.2.2 in excess of 37 hours and 30 minutes in one week.
- 199. An employee may refuse to work overtime in circumstances where the working of such overtime would be unreasonable.
- 200. If a shift worker works overtime, they are entitled to be paid at the following rate in relation to the overtime worked:

Overtime worked	Rate
Monday to Saturday - for the first three hours of overtime each day	Time and a half
Monday to Saturday – after three hours of overtime each day	Double time
Sunday – all day	Double time
Public holidays or additional holiday – all day	Double time and a half

201. The rate of pay for calculating the relevant overtime rate will be the hourly rate of base salary and will include higher duties and shift allowance if applicable.

## Flexible working arrangements

202. The NDIA, employees and their union recognise:

202.1 the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;

202.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS;

202.3 access to flexible work supports APS capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;

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

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

203. The NDIA is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the NDIA at all levels. This may include developing and implementing strategies through the Agency Consultative Network (ACN).

204. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

#### Requesting formal flexible working arrangements

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

206. An employee may make a request for a formal flexible working arrangement.

207. The request must:

207.1 be in writing;

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

207.3 set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the *Fair Work Act 2009*.

208. The CEO must provide a written response to a request within 21 days of receiving the request.

209. The response must:

209.1 state that the CEO approves the request and provide the relevant detail in clause 210; or

209.2 if following discussion between the CEO and the employee, the CEO 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

209.3 state that the CEO refuses the request and include the following matters:

209.3.1 details of the reasons for the refusal; and

209.3.2 set out the NDIA's particular business grounds for refusing the request, explaining how those grounds apply to the request; and

209.3.3 either:

209.3.3.1 set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the NDIA would be willing to make; or

209.3.3.2 state that there are no such changes; and

209.3.4 state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the Fair Work Act 2009, the dispute resolution procedures outlined in section 65B and 65C of the Fair Work Act 2009.

210. Where the CEO approves the request, this will form an arrangement between the NDIA and the employee. Each arrangement must be in writing and set out:

210.1 any security and work health and safety requirements;

210.2 a review date (subject to clause 214); and

210.3 the cost of establishment (if any).

211. The CEO may refuse to approve the request only if:

211.1 the NDIA has discussed the request with the employee; and

211.2 the NDIA 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

211.3 the NDIA and the employee have not reached such an agreement; and

211.4 the NDIA has had regard to the consequences of the refusal for the employee; and

211.5 the refusal is on reasonable business grounds.

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

212.1 the new working arrangements requested would be too costly for the NDIA;

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

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

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

- 212.5 the new working arrangements requested would be likely to have a significant negative impact on customer service; and
- 212.6 it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
213. For First Nations employees, the NDIA must consider connection to country and cultural obligation in responding to requests for altering the location of work.
214. Approved flexible working arrangements will be reviewed by the NDIA and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

#### Varying, pausing or terminating flexible working arrangements

215. An employee may request to vary an approved flexible working arrangement in accordance with clause 207. An employee may request to pause or terminate an approved flexible working arrangement.
216. The CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 218.
217. The CEO 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.
218. Prior to the CEO varying, pausing or terminating the arrangement under clause 216, the CEO must have:
- 218.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
- 218.2 genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
- 218.3 had regard to the consequences of the variation, pause or termination for the employee;

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

218.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 212.

### Working from home

219. The NDIA 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.

220. The NDIA may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working at home arrangement.

221. An employee working at home is covered by the same employment conditions as an employee working at an office site under this agreement.

222. The NDIA will provide employees with guidance on working from home safely.

223. Employees will not be required by the NDIA to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the NDIA will consider the circumstances of the employees and options to achieve work outcomes safely.

### Ad-hoc arrangements

224. 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.

225. Employees should, where practicable, make the request in writing and provide as much notice as possible.

226. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 205 to 214.

227. The NDIA 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.

228. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the NDIA should consider whether it is appropriate to seek to formalise the arrangement with the employee.

### Altering span of hours

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

### Usual location of work

230. The employee's usual location of work will be the designated office location identified in the employee's letter of offer or other engagement documentation. If no designated office location was specified on engagement, the CEO may specify a designated office location by advising the employee in writing.
231. The CEO and an employee may agree to vary the employee's usual location of work, either on a temporary or permanent basis.
232. Nothing in this clause prevents the CEO from determining the place or places at which an employee's duties are to be performed under section 25 of the PS Act.

### Part-time work

233. The CEO may engage an employee to work on a part-time basis, and/or approve an arrangement for an employee to work part-time.
234. A part-time employee's working hours will be a minimum of three continuous hours per day unless otherwise agreed.
235. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
236. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.
237. Remuneration, with the exception of allowances and reimbursements of an expense nature, are calculated on a pro-rata basis based on the employee's ordinary hours of

work. Leave for part-time employees is provided in accordance with relevant legislation and this agreement.

238. Payment of salary when an employee takes leave will be reflective of the ordinary part-time hours worked, except during long service leave where salary will be calculated in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976 (LSL Act)*.
239. The CEO may approve, subject to business requirements, job sharing arrangements between two or more part-time employees wishing to share one full-time position, each working part-time on a regular ongoing basis.

## Christmas – Reduced activity period arrangements

240. An employee will be provided with paid time off in accordance with their work pattern for the working days from Christmas Day to New Year's Day. Business will resume on the first working day after New Year's Day.
241. Where an employee is absent on leave, payment for the Christmas - reduced activity period will be in accordance with the entitlement for that form of leave.
242. If an employee is on leave without pay on either side of the days specified in clause 240 the employee will not be paid for those days.
243. There will be no deduction from leave credits for the Christmas - reduced activity period.
244. The CEO may determine that, due to business requirements, an employee may be required to attend work on some or all of the days referred to in clause 240. Where this occurs, volunteers will be sought and paid overtime at public holiday rates or provided equivalent time off in lieu (or a combination of both) including if the employee is at the Executive Level. If there are insufficient volunteers the CEO may direct certain employees to attend for duty.
245. To avoid doubt, public holiday rates means a payment of double time and a half.

## Public holidays

246. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the *Fair Work Act 2009*:

246.1 1 January (New Year's Day);



- 246.2 26 January (Australia Day);
- 246.3 Good Friday and the following Monday;
- 246.4 25 April (Anzac Day);
- 246.5 the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- 246.6 25 December (Christmas Day);
- 246.7 26 December (Boxing Day); and
- 246.8 any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the Fair Work Regulations 2009 from counting as a public holiday.
247. 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.
248. 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.
249. 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.
250. 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.
251. 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.)
252. 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 246.

253. 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.
254. Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the CEO may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

## Section 6: Leave

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### General provisions

255. If an employee applies for leave, the CEO will consider the business requirements of the NDIA and the employee's personal circumstances prior to granting the leave.
256. Generally, an employee must:
- 256.1 obtain prior approval for annual, purchased, long service or flex leave; or
  - 256.2 give notice of the taking of any unplanned leave as soon as practicable, including notice of the duration, or expected duration, of the leave.
257. Where an employee will be absent from work, and illness, injury or an emergency prevents an employee from giving advance notice of the need to take leave, the employee must notify their manager (or if unavailable, an agreed alternative person) as soon as possible of the reason and expected length of the absence.

### Annual leave

258. Clauses 259 to 276 apply to employees, other than an employee who is a casual employee (irregular or intermittent employee).
259. For each year of service with the NDIA (other than periods of employment as a casual employee of the NDIA), an employee is entitled to:
- 259.1 four weeks of paid annual leave; or
  - 259.2 up to five weeks of paid annual leave, if the employee is a shift worker.
260. An employee's entitlement to paid annual leave accrues daily during a year of service according to the employee's ordinary hours of work and is credited monthly.
261. If an employee is a shift worker, the accrual of additional paid annual leave is as set out in clause 187.
262. Paid annual leave may be taken for a period agreed between an employee and the NDIA, and:
- 262.1 employees are encouraged to take their full paid annual leave entitlement in each year of service;

- 262.2 employees and their manager are expected to work together to enable the employee to take their full paid annual leave entitlement in each year of service; and
- 262.3 the NDIA must not unreasonably refuse to agree to a request by the employee to take paid annual leave.
263. If the employee is granted paid annual leave at half pay by the NDIA:
- 263.1 the NDIA must pay the full entitlement for allowances at clauses 74 and 81 if the employee is ordinarily in receipt of this allowance;
- 263.2 the employee's paid annual leave credits will be deducted at a rate of half of the employee's ordinary hours of work in the period; and
- 263.3 the entire period of the paid annual leave will count as service.
264. If an employee requests to take their paid annual leave at half pay, and the employee has an excess annual leave balance, the request will be subject to approval by the CEO. For the purposes of this Agreement, an excess annual leave balance is eight weeks of paid annual leave based on the employee's ordinary hours of work.
265. If an employee has an excess annual leave balance, the CEO may direct the employee to take a period of annual leave to reduce their annual leave balance.
266. If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday (or substituted public holiday) in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.
267. An employee's accrual of annual leave will be affected where a period or periods, of leave without pay that is not to count as service, exceeds 30 days in a calendar year.
268. If, when an employee's employment in the APS ends, the employee has a period of untaken paid annual leave, the NDIA must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave. For the purpose of this clause, APS employee has the same meaning as in section of the PS Act.

## Cash out of paid annual leave

269. The CEO may approve an employee's application to cash out a particular amount of the employee's accrued paid annual leave. The cashing out of paid annual leave is subject to the employee:

- 269.1 retaining a balance of paid annual leave of at least four weeks after the cash out;
  - 269.2 having taken a minimum of two weeks of paid annual leave or long service leave within the past six months; and
  - 269.3 having only one approved application to cash out their paid annual leave in each calendar year.
270. Each request for cashing out of a particular amount of paid annual leave must be a separate agreement in writing and:
- 270.1 must be agreed to by the CEO and the employee; and
  - 270.2 must detail the employees election to forgo their annual leave entitlement in favour of cashing of the leave foregone.
271. If approved, an employee will be paid the full amount that would have been payable to the employee had the employee taken the leave that the employee has foregone.

## Purchased leave

272. An employee may purchase up to eight weeks of paid leave if:
- 272.1 the employee is not a casual employee (irregular or intermittent employee);
  - 272.2 the employee has more than 12 months service as an ongoing or non-ongoing employee;
  - 272.3 the CEO approves the purchase of the leave; and
  - 272.4 the employee agrees to the salary deductions mentioned in clause 275.
273. If an employee purchases leave in accordance with clause 272:
- 273.1 the purchase of the leave will be funded by deductions from the employee's salary, over a maximum period of 12 months; and
  - 273.2 the deductions from the employee's salary will be authorised by this clause.
274. The minimum period of purchased leave that can be taken at any one time will be one day and purchased leave cannot be taken at half pay. Purchased leave cannot be used to substitute for part-time work arrangements, unless otherwise approved.
275. Salary deductions for purchased leave will be deducted from the employee's gross salary. Purchased leave deductions do not affect salary for superannuation purposes.

276. Purchased leave will count as service for all purposes.

## Personal/carer's leave

277. Clauses 278 to 287 apply to employees, other than an employee who is a casual employee (irregular or intermittent employee).

278. For each year of service with the NDIA, and subject to clauses 279 and 28, an employee is entitled to 18 days of paid personal/carer's leave.

279. If an employee is commencing ongoing employment in the APS, on commencement and for the first year of service, the employee will be credited with:

279.1 18 days of paid personal/carer's leave;

279.1.1 if the employee is a part-time employee, a pro-rata amount of the amount in clause 279.1, according to the employee's ordinary hours of work; or

279.1.2 if the employee is a non-ongoing employee, a pro-rata amount of the amount in clause 279.1, according to the employee's:

279.1.2.1 ordinary hours of work; and / or

279.1.2.2 initial period of non-ongoing employment with the NDIA, if the initial period is less than 12 months, provided that, immediately before commencing their initial period of employment as a non-ongoing employee in the NDIA, the employee does not have a previous period of APS employment (as a full-time or part-time employee) that is recognised under clauses 295 to 391.

280. Otherwise, in subsequent years or continuous periods of non-ongoing employment, an employee's entitlement to paid personal/carer's leave accrues daily during a year of service (other than periods of employment as a casual employee of the employer) according to the employee's ordinary hours of work and is credited monthly.

281. In addition to clause 279.1, if the employee is engaged in the NDIA as an ongoing employee under section 22(1) of the PS Act, on commencement of employment the employee will be credited with 10 additional days of paid personal/carer's leave.

282. An employee's accrual of personal/carer's leave will be reduced where a period or periods of, leave without pay that is not to count as service, exceeds 30 days in a calendar year.
283. The CEO may approve an employee's request to convert their personal/carer's leave credits to half pay to cover a period of leave for sick or caring purposes.
284. If the employee is granted paid personal/carer's leave at half pay by the NDIA:
- 284.1 the NDIA must pay the full entitlement for allowances at clauses 74 and 81 if the employee is ordinarily in receipt of this allowance;
- 284.2 the employee's paid personal/carer's leave credits will be deducted at a rate of half of the employee's ordinary hours of work in the period; and
- 284.3 the entire period of the paid personal/carer's leave will count as service.

### Insufficient paid personal/carer's leave

285. In addition to the entitlement at clauses 279 and 280, where an employee has insufficient personal/carer's leave credits, the CEO, in exceptional circumstances and subject to the provision of suitable evidence, may grant additional personal/carer's leave with or without pay (to count or not to count as service).

### Approval of personal/carer's leave

286. An employee may take personal/carer's leave if the leave is taken:
- 286.1 because the employee is not fit for work because of a personal illness, or personal injury;
- 286.2 to attend appointments with a registered health practitioner;
- 286.3 to manage a chronic condition; or
- 286.4 to provide care or support to a member of the employee's family, or a member of the employee's household, or a person they have caring responsibilities for, who requires care or support because of:
- 286.4.1 a personal illness, or personal injury, affecting the person; or
- 286.4.2 an unexpected emergency affecting the person.
287. A person that an employee has caring responsibilities for may include a person who needs care because they:

- 287.1 have a medical condition, including when they are in hospital;
- 287.2 have a mental illness;
- 287.3 have a disability;
- 287.4 are frail or aged; or
- 287.5 are a child, not limited to a child of the employee.

## Unpaid carer's leave

- 288. Clauses 289 to 298 below, apply to employees who:
  - 288.1 are casual employees (irregular or intermittent); or
  - 288.2 have exhausted their paid personal/carer's leave entitlements.
- 289. An employee is entitled to two days of unpaid carer's leave for each occasion (a permissible occasion) where the leave is taken for the purpose mentioned in clause 286.4 above.
- 290. An employee may take unpaid carer's leave for a particular permissible occasion as:
  - 290.1 a single continuous period of up to two days; or
  - 290.2 any separate periods to which the employee and the CEO agree.
- 291. For each permissible occasion, the employee must comply with the notice and evidence requirements set out in clauses 292 to 297 below.

## Notice for taking personal/carer's leave

- 292. An employee must give the NDIA notice of the taking of personal/carer's leave, or unpaid carer's leave.
- 293. The notice must:
  - 293.1 be given to the NDIA as soon as practicable (which may be a time after the leave has started); and
  - 293.2 advise the NDIA of the period, or expected period, of the leave.

## Supporting documentation for personal/carer's leave

- 294. An employee who has given the NDIA notice of the taking of paid personal/carer's leave or unpaid carer's leave may be requested by the NDIA to provide evidence



supporting the taking of the leave if the personal/carer's leave is to be (or has been) taken for more than:

- 294.1 three consecutive working days; and/or
  - 294.2 eight working days per calendar year without medical or other supporting documentation.
295. Acceptable supporting evidence includes:
- 295.1 a certificate from a registered medical practitioner;
  - 295.2 a statutory declaration; or
  - 295.3 another form of evidence approved by the CEO.
296. 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.
297. The CEO may declare an employee is exempt from the requirements under clause 294 if:
- 297.1 the employee has a personal illness or injury which requires ongoing treatment, which may require the employee to take personal leave on a regular or intermittent basis;
  - 297.2 the employee has caring responsibilities of a person with an ongoing illness or injury which requires ongoing treatment, and requires the employee to take personal leave on a regular or intermittent basis; or
  - 297.3 the CEO has received medical evidence confirming the ongoing condition.

## Termination of employment on invalidity grounds

298. If an employee is a member of a Commonwealth defined benefits superannuation scheme, the NDIA will not terminate the employee's employment on invalidity grounds before the employee has exhausted their accrued paid personal/carer's leave entitlements, unless the employee's superannuation fund has issued a certificate stating the employee is entitled to payment of Total and Permanent Invalidity (TPI) payments/pension.

## Portability of leave

299. Where an employee moves into the NDIA 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.

300. Where an employee is engaged in the NDIA 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.
301. Where an employee is engaged as an ongoing employee in the NDIA, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
302. Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
303. Where an employee is engaged as an ongoing employee in the NDIA, and immediately prior to the engagement the person was employed by a Government Entity (other than in the Parliamentary Services which are covered in clause 300), 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.
304. Where an employee is engaged as an ongoing employee in the NDIA, 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.
305. For the purposes of clauses 299 to 304, an employee with a break in service of less than two months is considered to have continuity of service.

## Re-crediting of leave

306. When an employee is on:

- 306.1 annual leave;

- 306.2 purchased leave;
- 306.3 defence reservist leave;
- 306.4 First Nations ceremonial leave;
- 306.5 NAIDOC leave;
- 306.6 cultural leave; or
- 306.7 long service leave; and

becomes eligible for, under legislation or this agreement:

- 306.8 personal/carer's leave;
- 306.9 compassionate or bereavement leave;
- 306.10 defence reservist leave;
- 306.11 community volunteer leave;
- 306.12 jury duty;
- 306.13 emergency services leave;
- 306.14 leave to attend to family and domestic violence circumstances; or
- 306.15 parental leave, premature birth leave, stillbirth leave, or pregnancy loss leave;

the affected period of leave will be re-credited.

- 307. 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.
- 308. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

## Long service leave

- 309. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 310. The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave clause at 306 of this agreement.

## Miscellaneous leave

311. The CEO may grant an employee miscellaneous leave either with or without pay, to count as service or not to count as service.
312. The CEO may grant a casual employee paid miscellaneous leave where Government directive provides for this.
313. Miscellaneous leave provides flexibility to managers and employees through the provision of leave for a variety of purposes where no other appropriate leave type applies and subject to certain conditions, such as short term special/emergency situations, or for a purpose that the CEO considers to be in the interests of the NDIA.
314. Further details can be found in the policy on miscellaneous leave.

## NAIDOC, Ceremonial, and Cultural leave

### *NAIDOC leave*

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

### *First Nations ceremonial leave*

317. First Nations employees may access up to six days of paid leave over two calendar years and up to two months miscellaneous leave without pay to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
318. The CEO may approve additional leave for cultural or ceremonial purposes as miscellaneous leave either with or without pay.
319. First Nations ceremonial leave can be taken as part days.
320. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

### *Cultural leave*

321. The CEO may grant up to three days of paid leave per calendar year and up to two months miscellaneous leave without pay for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.

322. The CEO may also approve additional leave for cultural purposes as miscellaneous leave either with or without pay.
323. Cultural leave can be taken as part days.
324. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 317.

## Parental leave

325. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
326. 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.
327. 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.
328. Conditions in this agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this agreement.

## Payment during parental leave

329. An employee is entitled to parental leave with pay as per clauses 331 and 332 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.
330. Employees newly engaged or who have moved to the NDIA from another APS agency are eligible for the paid parental leave in clauses 331 and 332 where such

paid leave had not already been provided by another APS 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 or APS employer is less than the limits specified in clauses 331 and 332 the balance is available to the employee.

331. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in Table 2 below.

Table 2: Primary caregivers - circumstances for paid parental leave

<b>Paid leave entitlement under the ML Act</b>	<b>Additional parental leave with pay under this agreement for the primary caregiver</b>
12 weeks paid maternity leave, including any reduced paid maternity leave period due to ML Act qualifying period rules	Paid leave to bring the total period of paid parental leave to 18 weeks
No ML Act eligibility or coverage	18 weeks

332. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in Table 3 below.

Table 3: Secondary caregivers - circumstances for paid parental leave

<b>Period which coincides with the parental leave period for the secondary caregiver</b>	<b>Parental leave with pay under this agreement</b>
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

Period which coincides with the parental leave period for the secondary caregiver	Parental leave with pay under this agreement
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

333. 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.
334. If an employee is returning from maternity, adoption/foster or permanent care leave and is not the subject of an approved flexible work arrangement under clause 202, the employee will be able to access part-time arrangements until their youngest child reaches school age.
335. 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.
336. The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

#### Adoption and long-term foster care

337. 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, the granting of permanent care of a child, or long-term kinship care, provided that the child:
- 337.1 is under 16 as at the day (or expected day) of placement;
  - 337.2 has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
  - 337.3 is not (otherwise than because of the adoption) a child of the employee or the employee's partner.

338. 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.
339. Regardless of an employee's length of service, an employee is eligible for up to two days of pre-adoption leave to attend any interviews or examinations required for the adoption of a child. This leave may be taken as annual or purchased leave or, if the employee has no available leave credits, miscellaneous leave without pay will be approved.

### Stillbirth

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

### Pregnancy loss leave

342. A pregnant employee who experiences, or an employee whose partner experiences, pregnancy loss is entitled to one weeks' paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.
343. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the *Fair Work Act 2009* and this agreement.

### Premature birth leave

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



## Transitional provisions

345. 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 344 until after the legislated paid maternity leave is used.

## Return to Work

346. The return-to-work guarantee provided by section 84 of the FW Act applies in respect of an employee ending parental leave or adoption leave.
347. The NDIA provides a return-to-work guarantee in respect of an employee ending foster/permanent care leave.
348. To avoid doubt, this right to return to work guarantee is administered in accordance with the FW Act and is distinct from an employee's rights upon returning to work in these circumstances to access part-time employment in accordance with clause 334 and/or to have any request for flexible working arrangements considered in accordance with clauses 202 to 223.

## Compassionate leave

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

## Bereavement leave

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

- 353.1 a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or
- 353.2 a child is stillborn, where the child was a member of their family (including a member of their household).
354. An employee may be asked to provide evidence to support their absences on bereavement leave.
355. Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
356. Additional leave (paid or unpaid) may be granted by the CEO upon the death of a family member.
357. For casual employees, bereavement leave is unpaid.

## Sabbatical leave

358. The CEO may grant an employee paid sabbatical leave.
359. Sabbatical leave is a flexible arrangement allowing an employee to work for four years, with a proportion of their salary withheld over that time to fund a subsequent period of paid leave of either six or 12 months. For this purpose, an employee may authorise the NDIA to withhold:
- 359.1 10% of their salary over four years, in order to access paid sabbatical leave for six months in the fifth year.
- 359.2 20% of their salary over four years, in order to access paid sabbatical leave for 12 months in the fifth year.
360. Sabbatical leave will count as service for all purposes.

## Emergency response leave

361. In line with section 108 of the *Fair Work Act 2009*, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:
- 361.1 the time engaged in the activity;
- 361.2 reasonable travelling time; and
- 361.3 reasonable recovery time.

362. 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.
- 362.1 For the purpose of this clause, full rate of pay is to be as if the employee was at work.
363. Paid leave may be refused where the employee's role is essential to the NDIA's response to the emergency.
364. 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.
365. The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training.
366. Emergency response leave, with or without pay, will count as service.

## Jury duty

367. 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.
368. 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.
- 368.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
369. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
370. If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the NDIA for the period of absence. This will be administered in accordance with the overpayments clause.

## Community volunteer leave

- 371. The CEO may grant an employee up to four days of miscellaneous leave with pay, and a reasonable amount of miscellaneous leave without pay, to undertake community volunteering leave.
- 372. Community volunteering leave can be taken in part days, including hours and minutes.
- 373. Further details can be found in the policy on miscellaneous leave.

## Defence reservist leave

- 374. The CEO will give an employee leave with or without pay to undertake:
  - 374.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
  - 374.2 Australian Defence Force Cadet obligations.
- 375. An employee who is a Defence Reservist can take leave with pay for:
  - 375.1 up to four weeks (20 days) in each financial year (pro-rata for part-time employees); and
  - 375.2 an extra two weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
- 376. Leave can be built up and taken over two consecutive years. This includes the extra two weeks in the first year of service.
- 377. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to three weeks in each financial year to perform their duties.
- 378. Australian Defence Force Cadets means:
  - 378.1 Australian Navy Cadets;
  - 378.2 Australian Army Cadets; and
  - 378.3 Australian Air Force Cadets.
- 379. In addition to the entitlement at clause 375, 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.
- 380. Paid defence reservist leave counts for service.

- 381. Unpaid defence reservist leave for six months or less counts as service for all purposes. This includes periods of CFTS.
- 382. Unpaid leave taken over six months counts as service, except for annual leave.
- 383. An employee will not need to pay their tax free ADF Reserve salary to the NDIA for any reason.

## Defence service sick leave

- 384. 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:
  - 384.1 war-like service; or
  - 384.2 non-war like service.
- 385. An eligible employee can get two types of credits:
  - 385.1 an initial credit of nine weeks (45 days) defence service sick leave (pro-rata for part-time employees) will apply as at the following dates, whichever is later:
    - 385.1.1 they start employment with the APS; or
    - 385.1.2 DVA certifies the condition; and
  - 385.2 an annual credit of three weeks (15 days) defence service sick leave (pro-rata for part-time employees).
- 386. 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.
- 387. Unused annual credits can be built up to nine weeks.
- 388. An employee cannot use annual credits until the initial credit is exhausted.
- 389. Defence service sick leave is paid and counts as service for all purposes.

## Leave to attend proceedings

390. 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.
391. An employee who is not covered under clause 390 and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the NDIA.
392. 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.
393. 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.

## Unauthorised leave

394. Where an employee is absent from work for any period without approval, the absence will be unpaid, will not attract any allowance and will not count as service for any purpose.

## Reimbursement of costs on cancellation of leave

395. Where an employee has approved leave, and the leave is cancelled or the employee is recalled to duty, the employee will be reimbursed additional and/or reasonable costs not recoverable from insurance policies or other sources. Evidence of costs may be requested from the employee.

## School holiday family care reimbursement

396. Where an employee has school-aged children and has approved leave cancelled or is required to return from leave early because of the NDIA's business requirements during school holidays, the CEO may reimburse to the employee the amount paid for each school-aged child attending approved or registered care for the approved period of leave.

397. Casual employees may be eligible for the reimbursement.
398. Reimbursement will apply only for the days when the employee is at work, other than in exceptional circumstances determined by the CEO.
399. Reimbursement will be less any government subsidy provided to the employee.

## Section 7: Employee support and workplace culture

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### Wellbeing

400. The CEO will provide employees with access to physical and mental wellbeing measures including:
- 400.1 programs and support to assist employees and managers to enhance mental health and awareness; and
  - 400.2 an early intervention program to assist in the identification of the early signs of work-related injury or illness and to provide timely support to employees.

### Diversity

401. The NDIA will support diversity in the workplace that is reflective of the diversity of the Australian community. Further information can be found within the inclusion and diversity framework. The NDIA will provide a network of trained Peer Support Officers to support employees and managers in responding to workplace bullying and harassment.

### Supporting employees with disability

402. The NDIA will:
- 402.1 implement targeted strategies to improve the attraction, support and retention of employees with disability, such as access to flexible working arrangements and suitable workplace adjustments;
  - 402.2 maintain an advisory committee representing employees with disability; and
  - 402.3 provide additional leave for study purposes for employees with disability when undertaking approved study.

### Supporting First Nations employees

403. The NDIA will:
- 403.1 implement targeted strategies to improve the attraction and retention of employees who identify as First Nations people;
  - 403.2 participate in programs that support the recruitment and career development of First Nations employees
  - 403.3 maintain, review and refresh a NDIA Reconciliation Action Plan.



## Blood donation

- 404. 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.
- 405. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

## Vaccinations

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

## Employee Assistance Program

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

## Respect at work

### Principles

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

### Consultation

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

## Family and domestic violence support

412. The NDIA will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
413. The NDIA recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
414. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.
415. 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:
- 415.1 illness or injury affecting the employee resulting from family and domestic violence;
  - 415.2 providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
  - 415.3 providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
  - 415.4 making arrangements for the employee's safety, or the safety of a close relative;
  - 415.5 accessing alternative accommodation;
  - 415.6 accessing police services;
  - 415.7 attending court hearings;
  - 415.8 attending counselling; and
  - 415.9 attending appointments with medical, financial or legal professionals.
416. 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.

417. 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.
418. These family and domestic support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.
419. 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.
420. 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.
421. Evidence may be requested to support the NDIA in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the NDIA will require, unless the employee chooses to provide another form of evidence.
422. 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, a district Nurse, a Family Violence Support Service or Lawyer.
423. The NDIA will take all reasonable measures to treat information relating to family and domestic violence confidentially. The NDIA will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the NDIA may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
424. Where the NDIA needs to disclose confidential information for purposes identified in clause 423, where it is possible the NDIA will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
425. The NDIA 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.
426. 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.

- 427. The NDIA 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.
- 428. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy on family and domestic violence supports.

## Integrity in the APS

- 429. The NDIA understands that procedural fairness is essential in building and maintaining trust with APS employees, and that it requires fair and impartial processes for employees affected by APS-wide or NDIA decisions.
- 430. 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 *Public Service Act 1999*.
- 431. Employees can, during their ordinary work hours, take time to:
  - 431.1 access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the NDIA; and
  - 431.2 attend NDIA mandated training about integrity.

## First Nations cultural competency training

- 432. 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 six months of this agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.
- 433. Any new substantive, ongoing EL2 employee who commences after six months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within six months of their engagement or promotion.

## Lactation and breastfeeding support

434. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
435. The NDIA will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 436. In considering whether a space is appropriate, the NDIA should consider whether:
- 435.1 there is access to refrigeration;
  - 435.2 the space is lockable; and
  - 435.3 there are facilities needed for expressing such as appropriate seating.
436. Where it is not practicable for a NDIA site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
437. The NDIA will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
438. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may be changed over time.
439. Further details can be found in the Miscellaneous Leave Policy.

## Disaster support

440. 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.
441. 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.

442. 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

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### Performance

443. NDIA Managers and employees are expected to take a proactive and engaged approach to employee performance.
444. All employees and their managers will participate in the NDIA performance framework. Throughout the performance cycle, employees will receive regular feedback in relation to their performance, values, behaviours, and capabilities. Expected performance outcomes, including Key Performance Indicators (KPI's) where KPI's are relevant and appropriate to the employee's role, will be reviewed and updated regularly through discussion between an employee and their manager.
445. Changes, including an introduction of a new or additional performance outcome, will be discussed with employees and where appropriate in line with the consultation clause.
446. The NDIA has a Performance Framework that outlines how employees and managers plan for and achieve high performance.
447. The NDIA Performance Framework includes:
- 447.1 Probation;
  - 447.2 Performance Planning;
  - 447.3 Recognising Performance; and
  - 447.4 Performance Support.
448. The purpose of the NDIA Performance Framework is to create alignment between Corporate Plan goals and individual goals of employees, provide clarity to employees on expected performance outcomes and recognise all levels of performance.
449. The principles of the performance framework are:
- 449.1 Joint responsibility – employees and managers will participate in all aspects of the performance support process, including initiating reviews, seeking and providing feedback, setting expectations, seeking clarity and identifying strategies to develop.
  - 449.2 No surprises – the performance process will ensure that employees are aware of their performance progress. Managers should provide employees with

regular feedback regarding their performance and should identify and address performance concerns at the earliest opportunity.

- 449.3 Fair – the performance process will provide employees with an opportunity to respond to performance feedback, consistent with equity and natural justice principles.
- 449.4 Holistic – performance measures will be realistic, transparent, within the employee’s control and consistent with their work level.
- 449.5 Supportive – throughout the performance process employees will be provided with reasonable support to achieve their performance outcomes.
450. The performance assessment period will run from 1 August to 31 July each year. A rating will be determined by the relevant manager based on employee performance, to facilitate advancement to the next salary point, in accordance with the provisions for salary advancement in clauses 37 to 44.
451. When assessing performance, a manager will take into account whether necessary workplace adjustments have been offered in accordance with the NDIA's policy on workplace adjustments.
452. As part of the performance assessment, a manager and employee may agree the employee’s skills and abilities may be better suited to another position within the NDIA. In these circumstances, the NDIA may consider whether an employee can be reassigned to a suitable available position at the employee's substantive classification level. In considering redeployment, the NDIA will take into account the necessary workplace adjustments for the employee to perform the duties of the position, in accordance with the NDIA's policy in relation to workplace adjustments.
453. At any point throughout the assessment period an employee may be assigned alternate duties if there is available work that the employee is capable of performing and that is in the interests of the employee and the NDIA.
454. Where an employee is not fully meeting agreed performance expectations as assessed by the relevant manager, a performance support process according to the principles of the performance framework may be implemented.

## Performance Support

455. Throughout the performance cycle employees will receive regular feedback in relation to their performance, values, behaviours, and capabilities. In line with the



principles of the performance framework, the implementation of a performance support process should not come as a surprise to the employee and is a structured approach to improving and sustaining effective performance.

456. Where an employee is not performing to a satisfactory standard, managers should initiate performance support action immediately and not wait for the next performance plan review. These interactions should be documented as they occur.
457. The aim of the performance support process is to provide a supportive approach to assist employees whose performance is below an acceptable level.
458. An employee will be able to access reasonable leave during a performance support process without it detrimentally affecting their opportunity to participate in the process. Where an employee takes leave during a formal Performance Support Plan process, this may extend the assessment period. Any extension to the assessment period will be considered by the relevant delegate in consultation with People and Culture.
459. Where it is determined the employee has attained and sustained an acceptable level of performance within the performance support process it may be ended at any time in agreement with the employee and manager.

## Informal performance support process

460. To assist and support the early detection and management of performance issues, a manager must clearly outline performance expectations and regularly engage in informal performance discussions with the employee.
461. An informal approach attempts to improve performance and should be sustained over a reasonable period to give the employee an opportunity to improve. The informal period of performance support should not generally be less than four weeks in length.
462. Informal support will vary depending on the individual situation; however, the performance support principles should remain the same, including the investigation and implementation of any appropriate supports. An employee and manager should work together to identify appropriate supports.
463. Strategies to assist performance improvement may include;
  - 463.1 arrangements for appropriate supervision;

- 463.2 regular monitoring of work performance;
  - 463.3 on the job assistance, or;
  - 463.4 coaching and training.
464. Where informal performance discussions do not achieve the required performance level, a formal performance process may need to commence.

## Formal performance support process

465. Where a manager intends to commence a formal performance support process, they must inform People and Culture, who will provide support to the manager, and the employee where requested, throughout the formal performance support process.
466. An employee and manager should develop performance goals for the formal performance support process together. An employee may request the performance goals in the formal performance support process be reviewed by People and Culture. This must be requested prior to the formal performance support process commencing.
467. If exceptional individual circumstances impact the employees ability to undertake a performance assessment, the process may be extended. Any extension to the process will be considered by the relevant delegate in consultation with People and Culture.
468. On commencement of the formal performance support process, the employee will be advised (verbally and in writing) of the process, its timeframes, and the seriousness and potential consequences of the formal performance support process.
469. A formal performance support process is a two-staged approach where the aim of the process is to improve the employee's performance:
- 469.1 The first stage of the process will be conducted over a four-week period with weekly monitoring to support the employee to attain and sustain the required performance level.
  - 469.2 If the employee does not attain and sustain the required performance level, stage two of the formal performance support process will commence over a further four-week period.
470. If the employee attains and sustains the required performance level at the end of stage one, the formal performance support process is finalised. If unsatisfactory performance re-occurs in the same role within the next six months, the formal

performance support process will recommence at stage two without the need to repeat stage one.

471. Prior to the commencement of stage two in accordance with clause 470, reasonable consideration will be given to why the employee has been unable to attain and sustain the required performance level and an informal approach will be considered in an attempt to improve performance.
472. A manager must inform People and Culture prior to progressing to the second stage of the performance support process.
473. An employee or manager may request their performance assessment against the performance goals be reviewed by an independent assessor. This must be requested prior to the end of the formal performance support process.
474. On commencement of the second stage of the formal performance support process the employee will again receive written advice of the seriousness and potential consequences of them not attaining and sustaining the required performance.
475. At the end of the eight-week formal performance support process, an employee who attains and sustains the required performance level, will complete the performance support process.
476. Where an employee has not attained and sustained the required performance level the potential outcomes may include;
  - 476.1 Re-assignment of duties;
  - 476.2 Reduction in pay and/or classification;
  - 476.3 Termination of employment.
477. An employee will be provided with seven days to respond to a final assessment of performance before the delegate makes a decision on an outcome.

## Workloads

478. The NDIA 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.

479. When determining workloads for an employee or group of employees, the NDIA will consider the need for employees to strike a balance between their work and personal life.
480. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the NDIA 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.

## Learning and development

481. Learning and development opportunities are supported across the NDIA at all levels.
482. Employees will have access to appropriate learning and development opportunities as determined by the NDIA, during work time, to develop the skills and knowledge needed to perform their duties, to complete mandatory training necessary to their role and to address their identified and agreed development needs.
483. Employees may be provided with reasonable work time to develop their skills and knowledge in accordance with their NDIA or APS career aspirations, as identified in their agreed performance plan.

## Support for study and professional development

484. The CEO may provide an employee with assistance for undertaking an approved course of study or for professional development. This includes:
  - 484.1 paid or unpaid leave for study and exams, including reasonable travel time;
  - 484.2 financial assistance or reimbursement of reasonable costs associated with the study or professional development.
485. The amount of assistance an employee may access will be dependent on the type of study/professional development they are undertaking and will be negotiated and agreed with the employee's relevant manager prior to commencing the study/professional development.
486. Approved study leave (paid or unpaid) may be provided for up to five hours per week, having regard to the type of study, hours required and the business requirements of the employee's work area.

- 487. Financial assistance may be paid up to a maximum of \$3,000 per calendar year, which may be used towards assistance for courses of study and/or related costs associated with the study.
- 488. The CEO may approve reimbursement towards annual membership of professional associations relevant to an employee's work in the NDIA.
- 489. Further details can be found in the policy on study and professional development support.

## Professional Membership Reimbursement

- 490. The CEO will approve reimbursement for the cost of annual membership fees of professional associations if membership of the association is an essential requirement in the performance of an employee's duties and is clearly outlined in the employee's professional or legal officer position description.
- 491. The rate of reimbursement is provided in the allowances and reimbursements table at Appendix B.
- 492. Further details can be found in the policy on professional and legal officer.

## Section 9: Travel and location-based conditions

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### Travel

- 493. The NDIA will provide employees with travel assistance to cover reasonable expenses incurred while undertaking business travel.
- 494. Where an employee is required to travel outside of their pattern of ordinary hours of work (including hours outside the bandwidth), flexible working provisions may apply.
- 495. The NDIA considers it good practice to grant flex time or time off for business travel as soon as is possible after the hours have been worked and will not refuse reasonable requests.
- 496. Further details can be found in the policy on travel.

### Travel allowance

- 497. If an employee is required to be absent on official business overnight from their normal work location, they will be entitled to a travel allowance.
- 498. Allowances payable for accommodation, meals and incidentals are those rates published by the relevant subscription service.
- 499. If an employee is on business travel, and elects to stay in non-commercial accommodation, the employee will receive an allowance in addition to any allowances payable for meals and incidentals. The rate of allowance can be found in the allowances and reimbursements table in Appendix B of this agreement.

### Review of travel allowance

- 500. If an employee has temporarily resided in one locality for a period of more than 21 days, the CEO may approve payment of reasonable expenses and reimbursements related to the travel.
- 501. Further details can be found in the policy on travel.

### Overseas travel

- 502. If an employee travels overseas on NDIA business, the CEO will approve the payment of reasonable accommodation costs and an allowance in respect of meals

and incidental expenses calculated in accordance with the rates published by the relevant subscription service.

## Extra family care subsidy

503. Where the NDIA requires an employee to be away from their home outside of their pattern of ordinary hours (including hours outside bandwidth), the CEO may approve payment or reimbursement (net of government assistance) of the reasonable cost of additional family care arrangements on receipt of satisfactory evidence.

504. Further details can be found in the policy on reimbursements.

## Relocation assistance

505. Where an existing employee is required to relocate at the request of the NDIA (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.

506. Where an employee is required to relocate on engagement with the NDIA, the employee will be provided with financial relocation assistance.

507. Reasonable expenses associated with the relocation include:

507.1 the cost of transport of the employee, dependants and partner by the most economical means;

507.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;

507.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and

507.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award;

507.5 temporary accommodation; and/or

507.6 costs incurred in the sale/purchase of the employee's primary residence.

508. Relocation assistance will be available:

508.1 for compulsory moves of up to \$20,000, or

508.2 where the CEO deems special circumstances exist, of up to \$40,000.

509. Relocation assistance may be available for moves as a result of promotion, engagement or reassignment of duties:
- 509.1 where it is considered to be in the best interests of the NDIA, up to \$10,000;  
or
- 509.2 where the CEO deems special circumstances exist, up to \$20,000.
510. If an employee is eligible for relocation assistance, the employee may receive an additional one-off incidental allowance to cover reasonable costs associated with the move. The rate of the allowance is set out in the allowances and reimbursements table at Appendix B of this Agreement and may be varied in accordance with rates published by the relevant subscription service.
511. Additional relocation assistance may be considered by CEO discretion.

## Remote locality assistance

512. If an employee lives and works in a NDIA designated remote locality, the employee will be eligible for certain assistance as determined by the CEO, which may include:
- 512.1 payment of remote locality assistance allowance (RLAA);
- 512.2 remote locality leave fares;
- 512.3 other fares assistance;
- 512.4 additional annual leave; and
- 512.5 field allowance.
513. Clauses 512 to 521 and clauses 524 to 525 apply to an employee living and working in a NDIA designated remote locality and, for the purposes of those clauses:
- 513.1 **eligible partner** means a partner living with an employee in a NDIA designated remote locality; and
- 513.2 **eligible dependant** means a dependant living with an employee in a NDIA designated remote locality.

## Remote locality assistance allowance

514. An employee will be paid an RLAA. The annual rate of the RLAA differs between each locality, and whether the employee has dependants or not.



515. The rate of the RLAA is set out in Appendix C and will increase annually in accordance with base salary increases in clause 18.

## Remote locality leave fares and other fares assistance

516. If an employee, and each of their eligible dependants and their eligible partner, are permanently located at a NDIA designated remote locality, the employee will be entitled to receive leave fares assistance on an annual basis.

517. The CEO may approve the payment of reasonable travel costs for an employee, and their eligible dependants and eligible partner, in the following circumstances:

517.1 to attend the nearest qualified medical or dental practitioner for medical, emergency dental or specialist medical treatment, if the treatment is not available at the employee's usual location;

517.2 where a close relative of the employee, or the employee's eligible partner, dies or becomes seriously or critically ill; or

517.3 for return travel for each dependant aged 21 years or under from the place they undertake full-time study to the employee's locality four times per year.

518. Further detail about leave fares assistance, including the annual rate of leave fares assistance, can be found in the policy on remote localities.

## Additional leave

519. Full-time employees will accrue additional annual leave as listed below. Part-time employees are entitled to accrue the additional annual leave, on a pro-rata basis in accordance with their ordinary hours of work.

<b>Grade</b>	<b>Additional annual leave</b>
Grade A	Two days
Grade B	Three days
Grade C	Five days
Grade D	Seven days

520. Further information can be found in the policy on remote localities.

## Contribution to employee housing

521. Where an employee resides in accommodation arranged by the NDIA, the employee will be required to pay a contribution.

## Remote locality field allowance

522. An employee will receive an annual remote locality field allowance to go towards additional expenses that may be incurred when travelling to remote and very remote areas for business purposes.
523. The rate of the remote locality field allowance is set out in Appendix C and will increase annually in accordance with base salary increases in clause 18.

## Assessment of remote localities

524. The NDIA determines and grades remote localities in accordance with the Accessibility and Remoteness Index of Australia (ARIA) further weighted by population, temperature and access to air services.
525. The CEO will determine further locations that will attract remote locality assistance upon application of the methodology in clause 524, and what assistance may be provided.

## Remote locality provision in Tennant Creek and Palm Island

526. An employee will retain the entitlements that on the commencement of this agreement applied to them, if the following conditions are satisfied:
- 526.1 the employee was living and working in Tennant Creek or Palm Island on commencement of this agreement;
  - 526.2 there is a change in the assessment of remoteness during the life of this agreement; and
  - 526.3 the employee continues to live and work in Tennant Creek or Palm Island.
527. Further detail can be found in the policy on remote localities.

## Section 10: Consultation, representation and dispute resolution

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### Balanced consultation and workplace arrangements

528. The NDIA is committed to consultation and workplace relations arrangements that are balanced, do not unreasonably favour one group of employees over another and where communication, consultation, cooperation and input from employees on matters that affect their workplaces are considered.

### Consultation

#### Principles

529. 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.
530. The NDIA recognises:
- 530.1 the importance of inclusive and respectful consultative arrangements;
  - 530.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - 530.3 the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least two weeks, whereas a major change is likely to require a more extensive consultation process;
  - 530.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - 530.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
531. Genuine and effective consultation involves:
- 531.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
  - 531.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;

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

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

#### When consultation is required

532. Consultation is required in relation to:

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

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

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

532.4 implementation of decisions that significantly affect employees;

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

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

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

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

534. This clause applies if the NDIA:

534.1 proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

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

#### Representation

535. 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.
536. The NDIA must recognise the representative if:
- 536.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- 536.2 the employee or employees advise the employer of the identity of the representative.

### Major change

537. In this clause, a major change is likely to have a significant effect on employees if it results in, for example:
- 537.1 the termination of the employment of employees; or
- 537.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- 537.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- 537.4 the alteration of hours of work; or
- 537.5 the need to retrain employees; or
- 537.6 the need to relocate employees to another workplace; or
- 537.7 the restructuring of jobs.
538. The following additional consultation requirements in clause 539 to 545 apply to a proposal to introduce a major change referred to in clause 537.
539. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 533.
540. Where practicable, a NDIA 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.
541. The NDIA must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.

542. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 533, the NDIA must:
- 542.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
    - 542.1.1 the proposed change;
    - 542.1.2 the effect the proposed change is likely to have on the employees;  
and
    - 542.1.3 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
  - 542.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
    - 542.2.1 all relevant information about the proposed change, including the nature of the change proposed; and
    - 542.2.2 information about the expected effects of the proposed change on the employees; and
    - 542.2.3 any other matters likely to affect the employees.
543. The NDIA 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.
544. However, the NDIA is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
545. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the NDIA, the requirements set out in clauses 537 to 545 are taken not to apply.

#### Change to regular roster or ordinary hours of work

546. The following additional consultation requirements in clauses 547 to 550 apply to a proposal to introduce a change referred to in clause 532.
547. The NDIA must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.

548. As soon as practicable after proposing to introduce the change, the NDIA must:
- 548.1 discuss with employees and the relevant union(s) and/or other recognised representatives:
    - 548.1.1 the proposed introduction of the change; and
  - 548.2 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
    - 548.2.1 all relevant information about the proposed change, including the nature of the proposed change; and
    - 548.2.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
    - 548.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - 548.3 invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
549. However, the NDIA is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
550. The NDIA must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

#### Interaction with emergency management activities

551. 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 *Fair Work Act 2009*.

#### Agency Consultative Network (ACN)

552. The CEO has established the ACN to discuss relevant workplace matters.
553. The ACN will operate subject to an agreed terms of reference and structure for the term of the agreement (ACN Charter). Representation on the committee will be in accordance with the ACN Charter.

554. The NDIA will make provision for consultative arrangements with employees, and where employees choose, their representatives, regarding general workplace relations matters.
555. The ACN is the key mechanism for general employee consultation between management and elected employees (ACN members).
556. The composition of the ACN will be a balanced representation of the NDIA's workforce and will be reviewed annually.
557. The ACN will be the principal forum for consultation in relation to:
- 557.1 the review of the implementation and operation of this Agreement; and
  - 557.2 the development or review of any NDIA policies, procedures or guidelines that support the operation of this Agreement.
558. The NDIA recognises the value of the ACN as a forum for the exchange of information on matters affecting employees.
559. The ACN will have four meetings per calendar year. Extraordinary meetings and working parties will be organised as needed to deal with matters requiring specific attention.
560. Members of the ACN will be provided with appropriate support and reasonable time to undertake their ACN related duties as determined by the Chair.
561. Further detail on the role, composition and member supports can be found in the ACN Charter.

## APS consultative committee

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

## Dispute resolution

563. If a dispute relates to:
- 563.1 a matter arising under the agreement; or
  - 563.2 the NES;



this term sets out procedures to settle the dispute.

564. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
565. 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.
566. 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. This may include internal escalation and/or the use of internal alternative dispute resolution methods where appropriate.
567. 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 566 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
568. The Fair Work Commission may deal with the dispute in two stages:
  - 568.1 the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - 568.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - 568.2.1 arbitrate the dispute; and
    - 568.2.2 make a determination that is binding on the parties.

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

569. While the parties are attempting to resolve the dispute using the procedures in this term:
  - 569.1 an employee must continue to perform their work as they would normally in accordance with established custom and practice at the NDIA that existed

immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and

569.2 subject to 569.1, an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

569.2.1 the work is not safe; or

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

569.2.3 the work is not appropriate for the employee to perform; or

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

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

571. Any disputes arising under the National Disability Insurance Agency Enterprise Agreement 2020-2023 or the NES that were formally notified under Part 3 of that agreement before the commencement of this agreement, that remain unresolved at the date of commencement of this agreement, will be progressed under the dispute resolution procedures in this agreement.

#### Leave of absence to attend proceedings

572. Where the provisions of clauses 563 to 567 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 565, 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 567.

#### Disputes about termination of employment

573. The dispute resolution procedure outlined in this clause cannot be used in respect of the termination of employment.

#### Freedom of association

574. The right for employees to belong to a union will be respected, as will the right for employees not to belong to a union.

## Delegates' rights

- 575. 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 NDIA.
- 576. The role of union delegates is to be respected and supported.
- 577. The NDIA and union delegates will work together respectfully and collaboratively.

### Supporting the role of union delegates

- 578. The NDIA respects the role of union delegates to:
  - 578.1 provide information, consult with and seek feedback from employees in the workplace-on-workplace matters;
  - 578.2 consult with other delegates and union officials, and get advice and assistance from union officials;
  - 578.3 represent the interests of members to the employer and industrial tribunals; and
  - 578.4 represent members at relevant union forums, consultative committees or bargaining.
- 579. The NDIA 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.
- 580. 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.
- 581. To support the role of union delegates, the NDIA will, subject to legislative and operational requirements, including privacy and security requirements:
  - 581.1 provide union delegates with reasonable access to NDIA facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
  - 581.2 advise union delegates and other union officials of the NDIA facilities and resources available for their use, which may include telephone, photocopying, internet, and email;

- 581.3 allow reasonable official union communication appropriate to the NDIA 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 the NDIA vetoing reasonable communications;
  - 581.4 provide access to new employees as part of induction; and
  - 581.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
582. Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or NDIA before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

## Employee representational rights

583. The NDIA supports employees to have a representative of their choice to support or represent them in matters relating to the workplace and their employment. A representative requested by an employee to act in this capacity may include, but is not limited to, an elected representative, a union delegate or union official acting as the employee's advocate, a support worker, a family member, or a work colleague.
584. Employees will be given access to reasonable paid time to discuss matters with their chosen representative. The NDIA and the employee's nominated representative will work together in a respectful and collaborative manner.

## Section 11: Separation and retention

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### Resignation or Retirement

585. An employee may resign or retire from their employment by giving the CEO at least 14 calendar days' notice.
586. At the instigation of the CEO, the resignation or retirement 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.
587. The CEO has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

### Payment on Separation

588. Upon separation from the NDIA, employees will be paid in lieu of any unused annual leave, unused purchased leave or sabbatical leave (to the extent that leave has been paid for) at the rate of the employee's final salary, including allowances that would have been included during periods of annual leave. This amount will exclude any overpayment amounts agreed to at clause 61. Long service leave will be paid out in accordance with the LSL Act.
589. Clause 588 does not apply if Portability of Leave clauses 209 to 305 apply.

### Payment on death of an employee

590. When an employee dies, or the CEO has directed that an employee is presumed to have died on a particular date, 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.

### Redeployment, redundancy and reduction

591. The redeployment, redundancy and reduction provisions of this agreement only apply to ongoing employees who are not on probation.

592. The NDIA will take all reasonable, practical steps to avoid the use of compulsory redundancy or redeployment.
593. The NDIA will assist the employee to maximise redeployment opportunities within the NDIA and the wider APS and will fund up to \$500 (including GST) for relevant career and financial counselling.

## Excess employees

594. An employee is an excess employee if:
- 594.1 the employee is in a class of employees where the number in that class is greater than the number needed for the efficient and economical working of the NDIA; or
  - 594.2 the employee's services can no longer be used effectively because of technological or other changes in the NDIA or changes in the nature, extent, or organisation of the functions of the NDIA; or
  - 594.3 the employee's duties need to be performed at a different locality and the employee is not willing to relocate, and no suitable alternative duties can be identified at the current locality.

## Notification and consultation

595. The CEO will notify employees who are likely to become excess as early as possible and, where they choose, their representatives will also be notified.
596. When the NDIA becomes aware that a significant excess staffing situation may develop, the CEO will advise relevant employees, managers, and employee representatives.

## Discussion period

597. Following the initial notification, the CEO will write to potentially excess employees formally notifying them of the situation and advising them of the assistance available. At this stage potentially excess employees will be able to discuss their situation and options with NDIA management, with this period not exceeding one calendar month.
598. During the discussion period, the CEO may invite employees who are not potentially excess to express interest in voluntary redundancy where this would facilitate the

redeployment of an employee who is potentially excess. However, an employee will not be made redundant voluntarily if the CEO refuses to approve the redundancy.

599. The discussion period may be shortened by agreement with an employee and the CEO.

## Voluntary redundancy

600. By the end of the one-month discussion period, the CEO may formally offer an employee a voluntary redundancy.
601. Excess employees will only be formally offered a voluntary redundancy once during the redundancy process.
602. Where the CEO has formally offered an employee a voluntary redundancy, the employee will have one month to both consider the offer and advise the NDIA that they are either accepting or rejecting it. If an employee fails to advise the NDIA of their decision by the end of the consideration period, it will be assumed the employee has rejected the offer of voluntary redundancy.
603. An employee will not have their employment terminated within this consideration period unless they have requested this to occur.
604. Prior to, or during the consideration period, an employee will be provided with an estimate of their severance pay, pay in lieu of notice, leave entitlements, relevant taxation rules and the availability of career and financial counselling in addition to being advised about obtaining further information relating to superannuation and relevant taxation rules.
605. The NDIA will reimburse employees up to \$500 (including GST) for career and/or accredited financial counselling, if they are considering voluntary redundancy.
606. Employees not accepting an offer of voluntary redundancy will be covered by clauses 618 to 630 below.

## Redundancy benefit

607. An employee who elects for redundancy with a redundancy benefit and whose employment is terminated by the CEO under section 29 of the PSA on the grounds that they are excess to requirements, is entitled to payment of a redundancy benefit of an amount equal to two weeks salary for each completed year of continuous service, plus a pro-rata payment for completed months of service since the last

completed year of service, subject to any minimum amount the employee is entitled to under the NES.

608. The minimum payment will be four weeks salary and the maximum will be 48 weeks salary.
609. The redundancy 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 they have less than 24 years full-time service, subject to any minimum amount entitled to under the NES.
610. For the purposes of calculating any payment, salary will include:
  - 610.1 an employee's base salary at an employee's ongoing classification;
  - 610.2 HDA payments where the employee has been receiving HDA continuously for a period of at least 12 months immediately preceding their notification of termination date; and
  - 610.3 an allowance in the nature of salary, where that has been paid during periods of annual leave and on a regular basis and is not a reimbursement for expenses incurred.

#### Calculating service for redundancy pay purposes

611. In calculating a redundancy benefit, service that will count is:
  - 611.1 service in an APS Agency;
  - 611.2 Government Service as defined in section 10 of the LSL Act;
  - 611.3 service with the Commonwealth, which is recognised for long service leave purposes, other than service with a Joint Commonwealth-State body or body corporate in which the Commonwealth does not have a controlling interest;
  - 611.4 service with the ADF;
  - 611.5 service in another organisation where:
    - 611.5.1 the employee was transferred from the APS to that organisation with a transfer of function; or
    - 611.5.2 the employee was engaged by that organisation on work within a function and subsequently engaged as an APS employee as a result of the transfer of that function to the APS; and



611.5.3 such function is recognised for long service leave purposes.

612. For periods of service to count there must be no breaks between the periods of service, except where the break in service is less than four weeks and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer.
613. In calculating a redundancy benefit, service will not count if it ceased:
- 613.1 on any of the grounds for termination specified in section 29 of the PSA (including any additional grounds prescribed in the Public Service regulations);
  - 613.2 on a ground equivalent to any of these grounds in subclause 613.1;
  - 613.3 through voluntary retirement at or above the minimum retiring age applicable to the employee; or
  - 613.4 with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit.
614. Absences from work that do not count as service for long service leave purposes will not count as service in calculating a redundancy benefit.

#### Period of notice

615. Where an excess employee's employment is to be terminated under section 29 of the PSA by accepting a voluntary redundancy, they will be given four weeks' notice. Employees over 45 years of age with at least five years continuous service will be given five weeks' notice.
616. If an employee requests, and the CEO agrees, that employment be terminated within this notice period, the employee will be paid compensation for the unexpired portion of the notice period equal to the hours the employee would have worked during the notice period had employment not been terminated.
617. The CEO will approve reasonable time off with full pay to attend necessary employment interviews from the start of the notice period. Where expenses to attend interviews are not met by the prospective employer, the CEO will reimburse agreed reasonable travel and incidental expenses.

## Involuntary redundancy provisions

### Retention period

618. An excess employee who does not agree to be retrenched with the payment of a redundancy benefit will be entitled to the following period of retention, commencing from the date one month after the employee received their offer of voluntary redundancy:
- 618.1 13 months where the employee has had 20 or more years of service or are over 45 years of age; or
- 618.2 seven months for all other employees.
619. If an employee is entitled to a redundancy payment under the NES, the retention period at clause 618 will be reduced by the number of weeks redundancy pay that the employee will be entitled to under the NES on termination, as at the expiration of the retention period (as adjusted by this clause).
620. The retention period will not be extended by periods of leave taken by the excess employee unless, after considering the circumstances of the individual case, the CEO deems an extension as a result of a period of leave taken to be reasonable.
621. Where the CEO is satisfied that there is insufficient productive work available for an employee during the remainder of the retention period and that there are no reasonable redeployment prospects in the APS:
- 621.1 the CEO may terminate the employee's employment under section 29 of the PS Act; and
- 621.2 upon termination, the employee will be paid a lump sum comprising:
- 621.2.1 the balance of the retention period (as shortened for the NES under sub-clause) and this payment will be taken to include the payment in lieu of notice of termination of employment; plus
- 621.2.2 the employee's NES entitlement to redundancy pay.

### Redeployment

622. Employees on retention will be considered in isolation from and not in competition with other applicants when seeking assignment to another position within the NDIA.
623. During the retention period, the CEO:

- 623.1 will take all reasonable steps to find alternative employment for an employee;  
and/or
- 623.2 may reduce an employee's classification with the appropriate notice in order to secure alternative employment, subject to the conditions set out in clauses 626 and 627 below.
- 624. During the retention period, an employee will:
  - 624.1 take reasonable steps to find alternative employment; and
  - 624.2 actively participate in learning and development activities, trial placements or other agreed arrangements to assist in obtaining a permanent placement.
- 625. Excess employees are entitled to necessary leave with pay and assistance in meeting reasonable travel and incidental expenses when seeking alternative employment, where these are not met by the prospective employer.

#### Reduction in classification

- 626. Where the CEO proposes to reduce an excess employee's classification as a means of securing alternative employment, the employee will be given four weeks' notice or, if over 45 years of age with at least five years continuous service, will be given five weeks' notice.
- 627. If classification reduction occurs before the end of the retention period, an employee will receive payments to maintain their salary level for the balance of the retention period. The CEO may choose to apply this provision where the reduction is to a lower-level classification and salary in another Agency where the employee is employed under the PS Act.

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

- 628. An excess employee's employment will be terminated under section 29 of the PS Act at the end of their retention period.
- 629. Where an excess employee's employment is to be terminated, they will be given four weeks' notice. Employees over 45 years of age with at least five years continuous service will be given five weeks' notice. This notice period will, as far as practicable, be concurrent with the employee's retention period.
- 630. If an employee's employment is terminated within this notice period, the employee will be paid compensation for the unexpired portion of the notice period equal to the

hours the employee would have worked during the notice period had their employment not been terminated.

## Appendix A – Base Salaries

### Salaries, classifications, job streams

- A1. Employees will be allocated a classification in one of the following job streams, with the corresponding annual rate of salary applying as shown in the tables below.
- A2. All salaries are payable from the dates specified in clause 18.

### Generalist job stream

**TABLE 1. APS CLASSIFICATION STRUCTURE**

APS Classification	As at 31 August 2023	From 14 March 2024 4%	From 13 March 2025 3.8%	From 12 March 2026 3.4%
APS Level 1.1	\$48,862	\$52,000	\$54,516	\$57,497
APS Level 1.2	\$50,216	\$52,225	\$54,516	\$57,497
APS Level 1.3	\$54,478	\$56,657	\$58,810	\$60,946
APS Level 2.1	\$55,423	\$57,640	\$59,830	\$62,775
APS Level 2.2	\$58,027	\$60,348	\$62,641	\$64,771
APS Level 2.3	\$62,542	\$65,044	\$67,516	\$69,812
APS Level 3.1	\$62,967	\$65,486	\$67,974	\$70,477
APS Level 3.2	\$65,670	\$68,297	\$70,892	\$73,302
APS Level 3.3	\$70,522	\$73,343	\$76,130	\$78,718
APS Level 4.1	\$71,085	\$73,928	\$76,737	\$79,346
APS Level 4.2	\$73,790	\$76,742	\$79,658	\$82,366
APS Level 4.3	\$78,900	\$82,056	\$85,174	\$88,070

<b>APS Classification</b>	<b>As at 31 August 2023</b>	<b>From 14 March 2024 4%</b>	<b>From 13 March 2025 3.8%</b>	<b>From 12 March 2026 3.4%</b>
APS Level 5.1	\$80,243	\$83,453	\$86,624	\$89,569
APS Level 5.2	\$83,317	\$86,650	\$89,943	\$93,001
APS Level 5.3	\$86,384	\$89,839	\$93,253	\$96,829
APS Level 6.1	\$89,612	\$93,196	\$96,737	\$100,026
APS Level 6.2	\$92,833	\$96,546	\$100,215	\$103,622
APS Level 6.3	\$99,072	\$103,035	\$106,950	\$110,586
APS Level 6.4				\$111,701
Executive Level 1.1	\$111,652	\$116,118	\$120,530	\$124,628
Executive Level 1.2	\$117,670	\$122,377	\$127,027	\$131,346
Executive Level 1.3	\$122,202	\$127,090	\$131,919	\$136,404
Executive Level 2.1	\$131,599	\$136,863	\$142,064	\$146,894
Executive Level 2.2	\$140,175	\$145,782	\$151,322	\$156,467
Executive Level 2.3	\$149,410	\$155,386	\$161,291	\$166,775

## Professional job stream

A3. In accordance with clause 64 and 65, the following annual salary rates will apply to employees if they are employed in the professional job stream.

**TABLE 2. APS PROFESSIONAL CLASSIFICATION STRUCTURE**

<b>APS Classification</b>	<b>As at 31 August 2023</b>	<b>From 14 March 2024 4%</b>	<b>From 13 March 2025 3.8%</b>	<b>From 12 March 2026 3.4%</b>
APS Level 4	\$76,500	\$79,560	\$82,583	\$85,391
APS Level 5	\$83,317	\$86,650	\$89,943	\$93,001
APS Level 6.1	\$92,833	\$96,546	\$100,215	\$103,622
APS Level 6.2	\$99,072	\$103,035	\$106,950	\$110,586
APS Level 6.3				\$111,701
Executive Level 1.1	\$111,652	\$116,118	\$120,530	\$124,628
Executive Level 1.2	\$117,670	\$122,377	\$127,027	\$131,346
Executive Level 1.3	\$134,531	\$139,912	\$145,229	\$150,167
Executive Level 2.1	\$140,313	\$145,926	\$151,471	\$156,621
Executive Level 2.2	\$153,225	\$159,354	\$165,409	\$171,033

## Legal job stream

A4. In accordance with clauses 66 and 67, the following annual salary rates will apply to an employee if they are employed in the legal job stream.

**TABLE 3. APS LEGAL CLASSIFICATION STRUCTURE**

<b>APS Classification</b>	<b>As at 31 August 2023</b>	<b>From 14 March 2024 4%</b>	<b>From 13 March 2025 3.8%</b>	<b>From 12 March 2026 3.4%</b>
APS Level 4	\$76,500	\$79,560	\$82,583	\$85,391
APS Level 5	\$83,317	\$86,650	\$89,943	\$93,001
APS Level 6.1	\$92,833	\$96,546	\$100,215	\$103,622
APS Level 6.2	\$99,072	\$103,035	\$106,950	\$110,586
APS Level 6.3				\$111,701
Executive Level 1.1	\$111,652	\$116,118	\$120,530	\$124,628
Executive Level 1.2	\$117,670	\$122,377	\$127,027	\$131,346
Executive Level 1.3	\$134,531	\$139,912	\$145,229	\$150,167
Executive Level 2.1	\$140,313	\$145,926	\$151,471	\$156,621
Executive Level 2.2	\$153,225	\$159,354	\$165,409	\$171,033
Work Value / Availability Barrier				
Executive Level 2.3	\$161,806	\$168,278	\$174,673	\$180,612



## Appendix B – Allowances and Reimbursements

### Salary-related allowances

Allowance Type	Allowance Amount	Payment	Counts as salary for super	Included for retirement, redundancy and termination	Payable during annual, personal and LSL
Community language allowance - Rate 1	On commencement of this Agreement - \$1,435 From 13 March 2025 - \$1,490 From 12 March 2026 - \$1,541	Per annum, paid fortnightly	Yes	Yes	Yes
Community language allowance - Rate 2	On commencement of this Agreement - \$2,870 From 13 March 2025 - \$2,979 From 12 March 2026 - \$3,080	Per annum, paid fortnightly	Yes	Yes	Yes
Higher duties	Base salary of the higher classification - if increase less than \$1,500, payment is at second pay point	As applicable with fortnightly salary	Yes	Yes	Yes
Remote locality assistance	With dependants - as per <b>Appendix C</b> Without dependants - as per <b>Appendix C</b>	Per annum, paid fortnightly	Yes - with exclusion LSL	Yes	Yes - with exclusion LSL
Remote Locality Field Allowance	On commencement of this Agreement - \$279	Per annum, paid fortnightly	Yes - with exclusion LSL	Yes	Yes - with exclusion LSL

	From 13 March 2025 - \$290 From 12 March 2026 - \$300				
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<b>Allowance Type</b>	<b>Allowance Amount</b>	<b>Payment</b>	<b>Counts as salary for super</b>	<b>Included for retirement, redundancy and termination</b>	<b>Payable during annual, personal and LSL</b>
Restriction allowance	7.5 per cent of the hourly rate Monday to Friday 10 per cent of the hourly rate Saturday to Sunday 15 per cent of the hourly rate public holidays	As applicable	No	No	No
Excess Travel Time	Single time - Monday to Saturday Time and a half - Sundays and public holidays Time off in lieu of payment may be granted on an hour for hour basis.	As applicable	No	No	No
Workplace contact officer allowance	\$30.51 - on commencement of this Agreement \$31.67 - from 13 March 2025 \$32.75 - from 12 March 2026	Fortnightly	Yes	Yes	Yes

## Expense-related allowances and reimbursements

Allowance Type	Allowance Amount	Payment	Counts as salary for super	Included for retirement, redundancy and termination	Payable during annual, personal and LSL
Loss or Damage to Clothing or personal effects	From \$20 up to \$250 (Comcover Excess) Fixed amount for the life of the agreement	As applicable (reimbursement)	No	No	No
Motor vehicle allowance	As per Commonwealth allowance subscription service	As applicable	No	No	No
Non-commercial accommodation	On commencement of this agreement - \$53.57 Annual increase in line with recently released CPI figure from the December quarter - from 13 March 2025. Annual increase in line with recently released CPI figure from the December quarter - from 12 March 2026.	Per night as applicable	No	No	No
Overtime meal allowance	As per Commonwealth allowance subscription service	As applicable	No	No	No

<b>Allowance Type</b>	<b>Allowance Amount</b>	<b>Payment</b>	<b>Counts as salary for super</b>	<b>Included for retirement, redundancy and termination</b>	<b>Payable during annual, personal and LSL</b>
Professional Association reimbursement	On commencement of this Agreement – \$53.57 Annual increase in line with recently released CPI figure from the December quarter - from 13 March 2025. Annual increase in line with recently released CPI figure from the December quarter - from 12 March 2026.	Per annum (reimbursement)	No	No	No
Professional membership	On commencement of this Agreement - \$855.00 Annual increase in line with recently released CPI figure from the December quarter - from 13 March 2025. Annual increase in line with recently released CPI figure from the December quarter - from 12 March 2026.	Per annum (reimbursement)	No	No	No
Relocation incidental allowance	As per Commonwealth allowance subscription service - Disturbance allowance	As applicable One off payment	No	No	No
Relocation Assistance	On promotion, engagement, reassignment up to \$10,000 or special circumstances up to \$20,000	As applicable	No	No	No

	Fixed amount for the life of the agreement				
Travel Allowance	As per Commonwealth allowance subscription service	As applicable	No	No	No

## Appendix C – Remote Locality Assistance

### Remote locality assistance

C.1 Where an employee lives and works in a NDIA designated remote locality they may be eligible for remote locality assistance as outlined in the table below.

Grade	Remote Locality Assistance with dependents	Remote Locality Assistance without dependents	Leave Fare entitlement
A	On commencement of this Agreement - \$4,550 From 13 March 2025 - \$4,723 From 12 March 2026 - \$4,884	On commencement of this Agreement - \$3,443 From 13 March 2025 - \$3,574 From 12 March 2026 - \$3,696	1 each year
B	On commencement of this Agreement - \$8,612 From 13 March 2025 - \$8,939 From 12 March 2026 - \$9,243	On commencement of this Agreement - \$7,380 From 13 March 2025 - \$7,660 From 12 March 2026 - \$7,920	1 each year
C	On commencement of this Agreement - \$13,285 From 13 March 2025 - \$13,790 From 12 March 2026 - \$14,259	On commencement of this Agreement - \$8,979 From 13 March 2025 - \$9,320 From 12 March 2026 - \$9,637	1 each year
D	On commencement of this Agreement - \$17,591 From 13 March 2025 - \$18,259 From 12 March 2026 - \$18,880	On commencement of this Agreement - \$12,056 From 13 March 2025 - \$12,514 From 12 March 2026 - \$12,939	1 each year