



# **National Health Funding Body Enterprise Agreement 2024-2027**

30 November 2023

## Formal Acceptance of Agreement and signatories

### Employer

Signed for, and on behalf of, the Commonwealth by the National Health Funding Body Chief Executive Officer



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18 December 2023

### Agency Lead Negotiator



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# Section 1: Technical matters

## Title

1. This agreement will be known as the *National Health Funding Body Enterprise Agreement 2024-2027*.

## Parties to the agreement

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

## Operation of the agreement

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

## Delegations

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

## National Employment Standards (NES) precedence

5. 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 NHFB in any respect when compared with the NES.

## Closed comprehensive agreement

6. 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.
7. This agreement will be supported by policies and guidelines, as implemented and varied from time to time.



8. 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**

9. The NHFB 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:
  - 9.1. the agreement deals with one or more of the following matters:
    - 9.1.1. arrangements about when work is performed;
    - 9.1.2. overtime rates;
    - 9.1.3. penalty rates;
    - 9.1.4. allowances;
    - 9.1.5. remuneration; and
    - 9.1.6. leave and leave loading; and
  - 9.2. the arrangement meets the genuine needs of the NHFB and employee in relation to one or more of the matters mentioned in clause 9.1; and
  - 9.3. the arrangement is genuinely agreed to by the NHFB and employee.
10. The NHFB must ensure that the terms of the individual flexibility arrangement:
  - 10.1. are about permitted matters under section 172 of the FW Act;
  - 10.2. are not unlawful terms under section 194 of the FW Act; and
  - 10.3. result in the employee being better off overall than the employee would be if no arrangement was made.

11. The NHFB must ensure that the individual flexibility arrangement:
  - 11.1. is in writing;
  - 11.2. includes the name of the NHFB and employee;
  - 11.3. is signed by the NHFB and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - 11.4. includes details of:
    - 11.4.1. the terms of the enterprise agreement that will be varied by the arrangement;
    - 11.4.2. how the arrangement will vary the effect of the terms;
    - 11.4.3. 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
  - 11.5. states the day on which the arrangement commences.
12. The NHFB must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
13. The NHFB or employee may terminate the individual flexibility arrangement:
  - 13.1. by giving no more than 28 days written notice to the other party to the arrangement; or
  - 13.2. if the NHFB and employee agree in writing – at any time.
14. The NHFB and employee are to review the individual flexibility arrangement at least every 12 months.

## Definitions

15. The following definitions apply to this agreement:

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

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

**Agency Head** means the Chief Executive Officer (CEO) of the National Health Funding Body (NHFB) or the CEO's delegate.

**Agreement** means the *National Health Funding Body Enterprise Agreement 2024-2027*.

**APS** means the Australian Public Service.

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

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

**Broadband** refers to the allocation of more than one approved classification by the NHFB 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 and intermittent employee)** means an employee engaged under section 22(2)(c) of the PS Act who:

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

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

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

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

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

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

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

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

**Family** means:

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

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

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

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

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

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

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

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

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

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

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

**Partner** means a spouse or de facto partner.

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

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

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

**Relevant employee** means an affected employee.

**Secondary caregiver** for the purposes of the parental leave clause means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this agreement.

## **Usual location of work**

16. Usual location of work means an NHFB office location (as stated in a letter of engagement). This does not include working from home or another location.
17. The agency office location for an employee is used to determine related travel entitlements.

## Section 2: Remuneration

### Salary

18. Salary rates will be as set out in Attachment A – Base salaries of this agreement.
19. The base salary rates in Attachment A include the following increases:
  - 19.1. 4.0 per cent from the first full pay period on or after 1 March 2024 (the 14 March 2024);
  - 19.2. 3.8 per cent from the first full pay period on or after 1 March 2025 (the 13 March 2025);  
and
  - 19.3. 3.4 per cent from the first full pay period on or after 1 March 2026 (the 12 March 2026).
20. In recognition of a common alignment date of the first full pay period on or after 1 March each year, the base salary rates in Attachment A – Base salaries were calculated based on base salary rates as at 31 August 2023.

### Payment of salary

21. 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

22. Where an employee is engaged, moves to or is promoted in the NHFB, 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.
23. 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.
24. In determining a salary under these provisions, the CEO will have regard to a range of factors (as relevant) including the employee's experience, qualifications and skills.
25. Where an employee commences ongoing employment in the NHFB immediately following a period of non-ongoing employment in the NHFB the CEO will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the NHFB.
26. Where an employee commences ongoing employment in the agency immediately following a period of casual employment in the NHFB, the CEO will determine the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the NHFB.

27. Where an APS employee moves to the NHFB 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.
28. 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.

## **Incremental advancement**

29. An employee will be entitled to salary advancement to the next pay point on and from the beginning of the first pull pay period commencing on or after 1 August each year subject to:
  - a. Participation in the NHFB's Performance Development Scheme (PDS); and
  - b. Performance of duties at the employee's substantive level or above within the NHFB; and
  - c. Having performed duties within the NHFB for an aggregate of six (6) months or more within the PDS cycle ending 30 June (which includes paid leave and any unpaid leave that counts as service); and
  - d. A PDS performance rating of 'Fully Effective' (performance has consistently and effectively met goals and standards) at the end of the PDS cycle.
30. Salary progression while acting at a higher classification, will be retained for future acting duties at, or promotion to, that classification regardless of elapsed time.
31. Eligible service for salary progression will include:
  - a. periods of paid leave and unpaid parental leave;
  - b. periods of unpaid leave that count as service; and
  - c. service while employed on a non-ongoing basis.
32. During a period of unpaid parental leave employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.
33. Employees will be ineligible for salary advancement if in the corresponding reporting year:
  - a. They have been found to have breached the APS Code of Conduct; and/or
  - b. They have received a sanction under section 15 of the PS Act
34. The CEO may approve pay point movements within an individual classification in other circumstances.

## **Superannuation**

35. The NHFB will make compulsory employer contributions as required by the applicable legislation and fund requirements.
36. Employer superannuation conditions will be paid on behalf of employees during periods of paid leave that count as service.
37. The NHFB 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 NHFB's payroll system.
38. The NHFB 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.
39. Employer contributions will be made for all employees covered by this agreement.
40. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

### *Payment during unpaid parental leave*

41. 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.
42. The NHFB 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 NHFB's payroll system.



## Overpayments

43. An overpayment occurs if the CEO (or the NHFB) 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).
44. 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.
45. 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.
46. If after considering the employee's response (if any), the CEO confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.
47. 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.
48. The CEO and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
49. Interest will not be charged on overpayments.
50. Nothing in clauses 43 to 49 prevents:
  - 50.1 the NHFB from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
  - 50.2 the NHFB from pursuing recovery of the debt through other available legal avenues; or
  - 50.3 the employee or the NHFB from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

## Section 3: Allowances and reimbursements

### Higher duties allowance

51. Where a role needs to be filled for 5 working days, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
52. Higher duties allowance will be equal to the difference between the employee's current salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the CEO.
53. Where an employee is found to be eligible for salary progression at their acting classification level they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
54. Where an employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.
55. 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 5 working days.
56. The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.

### Allowances

57. A table setting out the treatment of allowances for superannuation purposes is at Attachment B.

#### *Employees travelling on Official Duty*

58. Travel allowances and assistance are set in line with the Australian Taxation Office (ATO) economic indicator. Further information is available in the Leave, Travel and Allowances Policy.
59. If an employee is required to be absent from the usual locality on official business involving an overnight stay, a daily travel allowance will be paid at a rate aligned to the ATO economic indicator and agreed by the CEO.
60. Where this period exceeds three (3) continuous weeks, the CEO may review the travel allowance and adjust the payment on the basis of reasonable actual expense or provide an alternative package of assistance for temporary relocation.
61. The CEO may approve reimbursement of reasonable additional expenses, as determined by NHFB, subject to the presentation of receipts, incurred as a direct result of travelling on official business.
62. An employee who is absent from the usual place of work on official business for a period of not less than 10 hours, but not overnight, will be paid an allowance of \$65 for each absence.

63. Official travel, wherever possible, should be undertaken during the standard bandwidth of hours.
64. An employee will not receive the meal and/or accommodation components of a daily travel allowance if the relevant expense is met by the NHFB or another organisation.

#### *Motor Vehicle Allowance*

65. Motor Vehicle Allowance (MVA) is payable where the CEO approves an employee to use a private or personally hired vehicle for official purposes.
66. MVA is paid in accordance with the Australian Tax Office (ATO) rate per kilometre. The rate of MVA payable will be adjusted in line with the set rate specified by the Australian Tax Office in the 'cents per kilometre' method for claiming car expenses.

#### *Disturbance Allowance*

67. The CEO may approve disturbance allowance for an employee on permanent movement requiring relocation where an employee is an eligible employee. Further information is available in the Leave, Travel and Allowances Policy
68. Where the CEO requires an employee at the APS 3 classification or above to be contactable and available to work for a specified period outside the bandwidth of hours, the employee will be paid a restriction allowance as per the allowance policy and as follows:
  - a. an employee restricted for a period of seven (7) calendar days will receive an allowance of \$306 per week;
  - b. an employee restricted for a period of less than seven (7) calendar days will receive a proportional rate based on the number of hours restricted outside the bandwidth; and
  - c. an employee restricted on a weekend roster arrangement will receive an allowance of \$56 for each day of the weekend they are restricted. Proportional rates will not apply for rostered weekend restriction periods.
69. Executive Level (and equivalents) and casual employees are ineligible to receive restriction allowance payments unless, in exceptional circumstances, the CEO approves such a payment.

#### *Overtime Meal Allowance*

70. Where an employee is required to work overtime for a continuous period of at least one (1) hour outside the bandwidth, which extends over a meal period, they will be paid a meal allowance of \$30 as per the overtime policy.
71. A meal period is defined as:
  - a. 7:00 am to 9:00 am
  - b. 12:00 noon to 2:00 pm
  - c. 6:00 pm to 7:00 pm
  - d. Midnight to 1:00 am

### *Disruption Allowance*

72. Where the CEO determines there is a building or other disruptive activity the CEO may determine that an allowance is payable to affected employees and set the rate and period of payment to be determined according to the circumstances.

### *Workplace injury and prevention*

73. Where possible, the NHFB will negotiate discount registration fees for its employees to join health and fitness clubs.
74. Provide eyesight testing and reimbursement for prescribed eyesight correction (where not otherwise reimbursed) to all employees at two-yearly intervals (and with medical evidence if more frequently) who as an integral part of their duties are required to:
- 74.1 Operate screen based equipment and / or undertake specialised work tasks which require particular visual acuity not normally required for general tasks.

## **Workplace responsibility allowances**

75. A workplace responsibility allowance will be paid where an agency has appointed or elected an employee to one of the following roles:
- 75.1 First Aid Officer;
- 75.2 Health and Safety representative;
- 75.3 Emergency Warden;
- 75.4 Harassment Contact Officer; and
- 75.5 Mental health First Aid Officer
76. An employee is not to receive more than one workplace responsibility allowance unless approved by the CEO due to operational requirements.
77. The minimum rate will be:

<b>Rate from commencement of the agreement</b>	<b>Rate from 13 March 2025</b>	<b>Rate from 12 March 2026</b>
\$35.13 per fortnight	\$36.47 per fortnight	\$37.71 per fortnight

78. As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the minimum rates in the table above.
79. The full allowance is payable regardless of flexible work and part-time arrangements.
80. An employee's physical availability to undertake the role will be considered by agencies when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Harassment Contact Officers, Mental First Aid Officers and Health and Safety Representatives depending on work group arrangements.

81. Casual employees who are eligible to receive a workplace responsibility 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 the work undertaken.

## Community language allowance

82. A community language allowance will be paid where the CEO determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and AUSLAN) in the course of their work, and the employee meets the required level of competency set by the CEO, Further information is included in policy.
83. 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

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

## Section 4: Classifications and broadbands

### Broadbanding

88. Employees with the following local titles are broadbanded across the APS classification structure as follows:

**Table 2: NHFB Broadbands**

<b>Local Title</b>	<b>Broadband</b>
National Health Funding Body Graduate	APS 4,5
National Health Funding Body Entry Level	APS 3, 4, 5

#### *National Health Funding Body Entry Level*

89. The NHFB runs Entry Level Programs that utilise the NHFB Entry Level Broadband.
90. The Entry Level Broadband will be used for employees selected to undertake an advancement program and whose progression to the exit level classification is subject to the successful completion of an Entry Level Program.
91. The following local titles are included in the NHFB Entry Level Broadband:
- 91.1 Apprentices;
  - 91.2 Cadets; and
  - 91.3 Trainees.
92. Participants commencing in the NHFB on a Graduate or Entry Level Program will commence at the base classification of the applicable program.
93. The CEO may, in exceptional circumstances approve a participant to commence at a classification higher than the base classification of the applicable program.

#### *Advancement with the National Health Funding Body Broadbands*

94. NHFB Graduates and NHFB Entry Level employees are required to undertake a program/course of training determined by the CEO.
95. On satisfactory completion of the program/course of training, the employees will be advanced through the assigned soft barriers within the Broadband.
96. Advancement is not automatic and is subject to:
- 96.1 successful completion of the relevant Entry Level Program including any applicable qualification/training; and
  - 96.2 the employee having gained the necessary skills and proficiencies to perform the more complex work; and
  - 96.3 effective performance.

*Transitional arrangements for Graduates and Entry Level employees at the commencement of this Agreement*

97. The highest classification within the National Health Funding Body Graduate Broadband is accessible to all Graduates who meet the relevant conditions for advancement.
98. If at the time of the commencement of this Agreement, there are Graduates who are yet to complete the program/course of training, they will move to the APS5 classification within the NHFB Graduate Broadband.
99. The CEO may, in exceptional circumstances approve an Entry Level employee to move within a broadband.

**Work Level Standards**

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

## Section 5: Working hours and arrangements

### Employment types

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

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

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

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

*Full-time employee is an employee whose ordinary hours NHFb's standard working hours 37 hours 30 minutes per week in accordance with this agreement.*

*Part-time employee means an employee whose ordinary hours are less than NHFB's standard working hours: 37 hours 30 minutes per week in accordance with this agreement.*

### Job security

*Commitment to ongoing employment and rebuilding APS capacity*

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

*Reporting*

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

*Pathways to permanency*

103. The NHFB and the APS will comply with the casual conversion provision(s) of the FW Act. In addition, the NHFB 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 and intermittent) employment

104. A casual (irregular and intermittent) employee is defined in the definitions section.

105. A decision to expand the use of casual employees is subject to clause 394 of this agreement.

106. The NHFB will regularly review the working arrangements of casual employees to assess if they are genuinely performing irregular and intermittent duties, and report de-identified outcomes to the consultative committee, where one is in place.



107. Remuneration for casual employees is on an hourly basis. A casual employee will receive a 25 per cent loading on the base hourly rate of their classification as set out in this agreement.
108. 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.
109. A casual employee will be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
110. A casual employee who is eligible for a Workplace Responsibility Allowance will be paid the full amount.

### **Non-ongoing employment**

111. A non-ongoing employee is defined in the definitions section.
112. Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
  - 112.1 personal/carer's leave accrual at clause 219;
  - 112.2 redundancy provisions at clause 441, subject to clause 111; and
  - 112.3 application of the Managing Underperformance policy.
113. If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at clause 435 will apply.
114. If the redundancy provisions apply to an employee under clause 111, the agency must adhere to the consultation requirements at clause 394.

### **Working hours**

115. The hours of work for a full-time employee, are 150 hours over a four-week Settlement Period.
116. The standard working day is seven hours and thirty minutes (7 hours and 30 minutes).
117. An employee must not work more than five (5) hours without an unpaid break of at least 30 minutes.
118. If an employee is a part time employee, the ordinary hours of duty will be those specified in the part time work agreement. An employee's salary and leave entitlements will be calculated, accrued and paid on a pro rata basis in accordance with the ordinary hours worked unless otherwise specified in this agreement. Expense- related allowances will apply as per the relevant clauses.
119. Once it has been established that an employee is absent from duty without approval, all pay and other benefits provided under this Agreement, will cease to be available until the employee resumes duty or is granted leave in accordance with this Agreement.

### *Bandwidth*

120. The standard bandwidth is between the hours of 7.00 am and 7.00 pm, Monday to Friday.
121. A manager may approve the use of taxis by an employee for after-hours work, as part of their overall WHS responsibility.
122. The NHFB's business hours for the public are 8.30 am to 5.00 pm Monday to Friday.
123. Hours worked within the standard bandwidth are at ordinary time.
124. Where an employee requests to work their ordinary hours outside the bandwidth e.g. on Saturday or Sunday, the employee may do so, subject to operational requirements, with the agreement of their manager. Any hours worked on this basis will be considered ordinary hours and will not attract overtime.

### **Flex for APS 1-6 classifications**

125. All APS1-6 (and equivalent) employees may access flexible working hours. Flexible working hours will be accessed through the flex-time scheme and do not attract overtime.
126. The CEO will administer these arrangements in a way which meets the NHFB's operational requirements and responsibilities. Where possible, the CEO will take into consideration the individual needs of the employee.
127. Subject to the agreement of their manager, an employee may:
  - 127.1 vary their pattern of attendance from time to time in order to meet personal needs,
  - 127.2 take flextime as a part or whole day absence.
128. Where an employee's flex credits are outstanding at the cessation of employment the flex credit will be paid at ordinary time rates. Where flex debits are outstanding at the cessation of employment these will be considered as an overpayment and recovered as part of the termination payment.

### *Excess Flex Credits*

129. Where an employee's flex credit exceeds 20 hours at the end of a settlement period, the employee and their manager will put a plan in place to reduce the flex credits.
130. At the end of a settlement period, an employee's manager may approve flex credits exceeding 30 hours to be cashed out at ordinary time rates where, due to organisational requirements, the manager cannot envisage an opportunity for the employee to use those credits in the next settlement period.
131. At the request of the employee, flex credits exceeding 37.5 hours will be cashed out. Flex credits exceeding 37.5 hours may not be carried over to the next settlement period.

### *Flex Debit Balance*

132. An employee may not carry over in excess of 10 hours flextime debit at the end of any Settlement Period. Where an employee has a flex debit of more than 10 hours in a settlement period, the employee must reduce the flex debit to 10 hours or less in the next settlement period.
133. Where an employee does not reduce the flex debit, any amount exceeding 10 hours may be treated as leave without pay and will be recovered in full as an over payment.

### **Executive Level Time Off in Lieu (EL TOIL)**

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

## Overtime and restriction

141. APS1-6 level employees (and their equivalents) are eligible for an overtime payment where they are required by the CEO to:
  - 141.1 perform work outside the bandwidth (inclusive of weekends and public holidays); or
  - 141.2 work in excess of 9 hours and 30 minutes on any one day (Monday to Friday inclusive); whichever occurs first.
142. For all employees overtime is not payable in relation to any hours worked where:
  - 142.1 an employee has not worked in excess of 37 hours and 30 minutes (or their normal weekly hours of work) in a working week; and
  - 142.2 the overtime is not approved by the CEO.
143. If an employee chooses, the CEO may allow the employee to take TOIL as a form of recompense for overtime as an alternative to overtime payment, subject to the provisions of clauses 141 to 142.
144. Where overtime is worked, the rate of payment (or TOIL if the employee elects) is calculated at the following rates:
  - 144.1 Monday to Saturday: time and a half;
  - 144.2 Sunday: double time; and
  - 144.3 Public holidays: double time and a half.
145. Time spent travelling to or from work is not treated as overtime.
146. In directing an employee to work a period of overtime, the CEO will take into account operational needs and the personal circumstances of the employee.
147. Overtime is considered to be continuous with ordinary duty when an employee does not have a break, other than a meal break, between the periods of ordinary duty and overtime.
148. Executive Level employees have access to flexible working hours in accordance with clause 150.
149. Clauses 142 to 143 do not apply where an employee is required to undertake Official Travel.

## Flexible working arrangements

150. The NHFB, employees and their union recognise:
  - 150.1 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;
  - 150.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
  - 150.3 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;
  - 150.4 that flexibility applies to all roles in the NHFB, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
  - 150.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
151. The NHFB is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the NHFB at all levels. This may include developing and implementing strategies through an NHFB consultative committee.
152. 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*

153. The following provisions do not diminish an employee's entitlement under the NES.
154. An employee may make a request for a formal flexible working arrangement.
155. The request must:
  - 155.1 be in writing;
  - 155.2 set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
  - 155.3 set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
156. The CEO must provide a written response to a request within 21 days of receiving the request.
157. The response must:
  - 157.1 state that the CEO approves the request and provide the relevant detail in clause 155; or
  - 157.2 if following discussion between the NHFB and the employee, the agency and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
  - 157.3 state that the CEO refuses the request and include the following matters:

- 157.3.1 details of the reasons for the refusal; and
  - 157.3.2 set out the NHFB's particular business grounds for refusing the request, explain how those grounds apply to the request; and
  - 157.3.3 either:
    - 157.3.3.1 set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make; or
    - 157.3.3.2 state that there are no such changes; and
  - 157.3.4 state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.
158. Where the CEO approves the request this will form an arrangement between the agency and the employee. Each arrangement must be in writing and set out:
- 158.1 any security and work health and safety requirements;
  - 158.2 a review date (subject to clause 155); and
  - 158.3 the cost of establishment (if any).
159. The CEO may refuse to approve the request only if:
- 159.1 the NHFB has discussed the request with the employee; and
  - 159.2 the NHFB 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
  - 159.3 the NHFB and the employee have not reached such an agreement; and
  - 159.4 the NHFB has had regard to the consequences of the refusal for the employee; and
  - 159.5 the refusal is on reasonable business grounds.
160. Reasonable business grounds include, but are not limited to:
- 160.1 the new working arrangements requested would be too costly for the NHFB;
  - 160.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
  - 160.3 it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
  - 160.4 the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;

- 160.5 the new working arrangements requested would be likely to have a significant negative impact on customer service; and
  - 160.6 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.
- 161. For First Nations employees, the NHFB must consider connection to country and cultural obligations in responding to requests for altering the location of work.
  - 162. Approved flexible working arrangements will be reviewed by the NHFB 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*

- 163. An employee may request to vary an approved flexible working arrangement in accordance with clause 155. An employee may request to pause or terminate an approved flexible working arrangement.
- 164. The CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 160.
- 165. The agency must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
- 166. Prior to the CEO varying, pausing or terminating the arrangement under clause 160, the NHFB must have:
  - 166.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
  - 166.2 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);
  - 166.3 had regard to the consequences of the variation, pause or termination for the employee;
  - 166.4 ensured the variation, pause or termination is on reasonable business grounds; and
  - 166.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 155.3.

### *Working from home*

167. The NHFB 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.
168. The NHFB may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
169. An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
170. The NHFB will provide employees with guidance on working from home safely.
171. Employees will not be required by the NHFB 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 NHFB will consider the circumstances of the employees and options to achieve work outcomes safely.

### *Ad-hoc arrangements*

172. 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.
173. Employees should, where practicable, make the request in writing and provide as much notice as possible.
174. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 153 to 155.
175. The NHFB 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.
176. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the NHFB should consider whether it is appropriate to seek to formalise the arrangement with the employee.

### *Altering span of hours*

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

## **Part-time work**

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



## Christmas closedown

180. The NHFB will close its normal operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day ('Annual Closedown').
181. Employees are entitled to be absent with pay for the working days during Annual Closedown.
182. Payment for absences on working days during Annual Closedown will be made in accordance with an employee's usual ordinary hours of work for that day. However, where an employee would otherwise be absent on a prevailing type of leave on that day, the rate of payment will be in accordance with the payment for that leave entitlement, e.g. if the employee is absent on long service leave at half pay, payment for the day will also be at half pay.
183. Part-time employees normally not working on the days of the week on which an annual closedown occurs will not be entitled to alternative time off.

## Public holidays

184. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:
  - 184.1 1 January (New Year's Day);
  - 184.2 26 January (Australia Day);
  - 184.3 Good Friday and the following Monday;
  - 184.4 25 April (Anzac Day);
  - 184.5 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);
  - 184.6 25 December (Christmas Day);
  - 184.7 26 December (Boxing Day); and
  - 184.8 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.
185. 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.
186. The NHFB 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.

187. The NHFB 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.
188. 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.
189. 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.)
190. 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 184.1 to 184.8.
191. 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 NHFB may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of their planned day off.

## Section 6: Leave

### Annual leave

#### *Entitlement*

192. A full-time employee is entitled to four weeks (20 days) Annual Leave for each full year worked, which accrues daily and is credited at least monthly. The entitlement accrues on a pro rata basis for part-time employees.

#### *Conditions*

193. Annual Leave credits may be taken at any time, subject to operational requirements.
194. The CEO may direct an employee with more than 8 weeks annual leave to take annual leave to reduce the employees annual leave balance. An employee will not be directed to take more than 2 weeks of their annual leave credit at the time of direction.
195. The CEO may approve an employee to defer taking leave defined in clause 194 for up to one (1) year from when directed to take annual leave, where the CEO considers it meets NHFB operational needs and the CEO agrees to the proposed leave period.
196. Employees may take annual leave at half pay. When taken at half pay the employee is entitled to twice as much leave.
197. Unless approved by the CEO, employees with an annual leave accrual of more than 60 days at the time of application cannot access annual leave at half pay.
198. The CEO will approve other types of leave during a period of annual leave should an employee be eligible for that leave. Crediting of alternative leave is subject to the provision of satisfactory evidence, as determined by the CEO.
199. Where a public holiday occurs in a period of annual leave, the public holiday will not be deducted from the employee's annual leave credits.
200. An employee will be paid for periods of annual leave at the rate it would have been paid had they performed ordinary hours of duty during the period of leave.
201. The CEO may approve an employee to access annual leave where the CEO is satisfied that the employee has a long-term illness and has exhausted other paid leave entitlements.

### *Cash out*

202. The CEO may approve an employee to cash out a portion of the employees accrued annual leave credits. To be eligible to cash out annual leave employees must have:
  - 202.1 taken at least 2 weeks annual leave or long service leave in the 12 months immediately preceding the request to cash out leave; and
  - 202.2 at least 20 days annual leave credit remaining.
203. The NHFB will pay the employee at least the full amount that would have been payable to the employee had the employee taken the leave that the employee had foregone.
204. Each cashing out of a particular amount of annual leave must be by a separate agreement in writing with the CEO.

### *Payment on separation*

205. On separation from the APS, an employee will be paid out leave entitlements in accordance with the FW Act and *Long Service Leave (Commonwealth Employees) Act 1976*.
206. Where an employee dies, or is presumed to have died on a particular date, the CEO will authorise payment to be made to dependants, the partner of the former employee or the former employee's legal representative of all leave entitlements otherwise payable on resignation or retirement.

## **Purchased leave**

207. Where the CEO agrees an employee may participate in the purchase leave scheme. An employee may purchase from one to six weeks purchased leave per year. Leave, once purchased, shall generally be taken in multiple days.
208. Purchased leave will count as service for all purposes. Purchased leave not taken within 12 months from being purchased will be paid out in full.
209. The total cost of the purchase will be deducted in fortnightly instalments over the period of the purchase leave agreement.
210. When an employee ceases employment with the NHFB, the purchased leave credits and payments will be reconciled and payments recovered, or refunded as appropriate. Unused purchased leave credits are not transferable between Agencies.
211. Balances of purchased leave will be maintained separately from annual leave.
212. Further information is available in the Leave, Travel and Allowances policy.

## **Personal/carer's leave**

### *Entitlement to personal/carer's leave*

- 213. 18 days paid personal/carer's leave per annum (pro-rata for part-time employees).
- 214. Personal/carer's leave at half pay may be approved by the CEO.
- 215. Unused personal/carer's leave will not be paid out on separation.
- 216. An employee may apply for personal/ carer's leave without pay, where paid personal/carer's leave is exhausted. Continuous unpaid personal/carer's leave up to 26 weeks will count as service. Any further continuous periods of unpaid personal/carer's leave will not count as service, except for long service leave purposes.

### *Accrual of personal/carer's leave*

- 217. For an ongoing employee, 18 days personal/carer's leave will be credited upon the employee's commencement with the APS. After 12 months, the employee's leave will accrue daily, credited at least monthly thereafter without limit.
- 218. Within 12 months of the commencement of this agreement the NHFB will transition to the accrual arrangement in clause 217.
- 219. For a non-ongoing employee, the personal/carer's leave will be credited upon the employee's commencement with the NHFB. This will be 18 days leave pro-rated based on the employee's initial contract period, and is capped at 18 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carer's leave, leave will accrue daily, credited at least monthly.
- 220. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.

### *Use of personal/carer's leave*

221. Personal/carer's leave gives employees access to paid leave, subject to available credits, when they are absent due to:
- 221.1 personal illness or injury;
  - 221.2 to attend appointments with a registered health practitioner;
  - 221.3 to manage a chronic condition; and/or
  - 221.4 to provide care or support for a family or household member or a person they have caring responsibilities for, because:
    - 221.4.1 of a personal illness or injury affecting the other person; or
    - 221.4.2 of an unexpected emergency affecting the other person.
222. A person that an employee has caring responsibilities for may include a person who needs care because they:
- 222.1 have a medical condition, including when they are in hospital;
  - 222.2 have a mental illness;
  - 222.3 have a disability;
  - 222.4 are frail or aged; and
  - 222.5 are not a child, not limited to a child of the employee.

### *Evidence*

223. Evidence may be requested to support personal/carer's leave after:
- 223.1 More than 3 consecutive days; and
  - 223.2 More than 10 days without evidence in a calendar year.
224. Acceptable evidence includes:
- 224.1 a certificate from a registered health practitioner;
  - 224.2 a statutory declaration; and
  - 224.3 another form of evidence approved by CEO.
225. 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.

### *Unauthorised absences*

226. Where an employee is absent from work without approval, e.g. without the express approval of their manager, or not in accordance with a term of this agreement, the absence will be treated as an 'unauthorised absence' and will not count as service for any purpose under this agreement, including remuneration and leave accrual. Any amounts paid to an employee in respect of an unauthorised absence are overpayments and the NHFB will seek to recover those amounts.

## Portability of leave

227. Where an employee moves into the NHFB 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.
228. Where an employee is engaged in the NHFB 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.
229. Where an employee is engaged as an ongoing employee in the NHFB, 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.
230. 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.
231. Where a person is engaged as an ongoing employee in the NHFB, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 228), the NHFB will offer to recognise any unused accrued personal/carer's leave at the employee's request.
232. Where an employee is engaged as an ongoing employee in the NHFB, and immediately prior to the engagement the person was employed by a State or Territory Government, the NHFB may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
233. For the purposes of clauses 227 to 232, an employee with a break in service of less than 2 months is considered to have continuity of service.

## Leave without pay

234. Where 'leave without pay not to count as service' has been granted, annual leave will be adjusted as follows:
- 234.1 where aggregated absences are for periods totalling 30 calendar days or less, the annual leave accrual is not affected;
  - 234.2 where aggregated absences total more than 30 calendar days, the total period of leave without pay is deducted from the number of calendar days to count as service; and
  - 234.3 where leave without pay covers an entire calendar year, no annual leave credit accrues for that year.
235. Where 'leave without pay not to count as service' has been taken by an employee in the accrual year, personal/carers leave accrual will be deferred as follows.
- 235.1 Where aggregated full day absences total 30 calendar days or less, the accrual is not affected.
  - 235.2 Where aggregated full day absences total more than 30 calendar days, the accrual date will be deferred by one calendar month for each 30-calendar day period.
236. Miscellaneous leave without pay will not count as service for any purpose, except as required by legislation, with the following exceptions:
- 236.1 leave for personal and development training in the interests of the NHFB; and
  - 236.2 leave for non-APS employment in the interests of the NHFB.
  - 236.3 For a) and b) to count as service, an employee must return to work in the APS at the completion of the miscellaneous leave without pay period.



## Re-crediting of leave

237. When an employee is on:
- 237.1 annual leave; or
  - 237.2 purchased leave; or
  - 237.3 defence reservist leave; or
  - 237.4 First Nations ceremonial leave; or
  - 237.5 NAIDOC leave; or
  - 237.6 cultural leave; or
  - 237.7 long service leave; and
- becomes eligible for, under legislation or this agreement:
- 237.8 personal/carer's leave; or
  - 237.9 compassionate or bereavement leave; or
  - 237.10 jury duty; or
  - 237.11 emergency services leave; or
  - 237.12 leave to attend to family and domestic violence circumstances; or
  - 237.13 parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;
- the affected period of leave will be re-credited.
238. 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.
239. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

## Long service leave

240. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
241. 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 237 of this agreement.

## **Miscellaneous leave**

242. The CEO may grant an employee leave either with or without pay, in circumstances not provided for elsewhere in this Agreement for a purpose that the CEO considers to be in the interests of the NHFB and having regard to operational requirements. This leave may be granted with or without conditions and to count or not count as service for any or all purposes, unless otherwise required by legislation.

## **Cultural, ceremonial and NAIDOC leave**

### *NAIDOC leave*

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

### *First Nations ceremonial leave*

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

### *Cultural leave*

249. The NHFB may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
250. The NHFB may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
251. Cultural leave can be taken as part days.
252. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clause 245.

## Parental leave

253. A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
254. 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.
255. 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.
256. 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*

257. An employee is entitled to parental leave with pay as per clauses 259 and 260 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee’s parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this agreement during the parental leave period that would otherwise be without pay.
258. Employees newly engaged in the agency or who have moved to the NHFB from another APS agency are eligible for the paid parental leave in clause 259 and 260 where such paid leave had not already been provided by another APS agency or Commonwealth employer in the 24 months since the child’s date of birth or placement. If the paid leave used by the employee with the previous Commonwealth employer or APS agency is less than the limits specified in clauses 259 and 260, the balance is available to the employee.
259. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in Table 3 below.

Table 3: Primary caregivers - circumstances for paid parental leave

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

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

Table 4: Secondary caregivers - circumstances for paid parental leave

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

261. **Flexibility:** Parental leave with pay, whether provided as maternity leave under the ML Act or under this agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For the avoidance of doubt, parental leave can be used to replicate a part time work arrangement, and can be taken concurrently with another parent in relation to the same child.
262. **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.
263. **Half-pay option:** The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

*Adoption and long-term foster care*

264. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this agreement for adoption or long-term foster care, provided that the child:
- 264.1 is under 16 as at the day (or expected day) of placement;
  - 264.2 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
  - 264.3 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

265. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

*Stillbirth*

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

*Pregnancy loss leave*

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

*Premature birth leave*

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

*Transitional provisions*

271. 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 268 after the legislated paid maternity leave is used.

## **Compassionate leave**

272. Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- 272.1 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
  - 272.2 the employee or their partner has a miscarriage.
273. An employee may be asked to provide evidence to support their absences on compassionate leave.
274. Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
275. For casual employees, compassionate leave is unpaid.

## **Bereavement leave**

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

## **Sabbatical leave**

280. All on-going employees may purchase up to one years' leave to enable them to take a long period of sabbatical leave.

## **Emergency response leave**

281. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:
- 281.1 the time engaged in the activity;
  - 281.2 reasonable travelling time; and
  - 281.3 reasonable recovery time.
282. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at full pay per year if required. The NHFB may provide additional emergency response leave with pay.
283. Paid leave may be refused where the employee's role is essential to the NHFB's response to the emergency.
284. 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.
285. The NHFB may approve reasonable paid or unpaid leave for ceremonial duties and training.
286. Emergency response leave, with or without pay, will count as service.

## **Jury duty**

287. 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.
288. 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.
- 288.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
289. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
290. 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 NHFB for the period of absence. This will be administered in accordance with the overpayments clause.

## Defence reservist leave

291. The CEO will give an employee leave with or without pay to undertake:
- 291.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
  - 291.2 Australian Defence Force Cadet obligations.
292. An employee who is a Defence Reservist can take leave with pay for:
- 292.1 up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
  - 292.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
293. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
294. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:
- 294.1 Australian Navy Cadets;
  - 294.2 Australian Army Cadets; and
  - 294.3 Australian Air Force Cadets.
295. In addition to the entitlement at clause 292, 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.
296. Paid defence reservist leave counts for service.
297. Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
298. Unpaid leave taken over 6 months counts as service, except for annual leave.
299. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.



## **Defence service sick leave**

300. 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:
  - 300.1 warlike service; or
  - 300.2 non-warlike service.
301. An eligible employee can get 2 types of credits:
  - 301.1 an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
    - 301.1.1 they start employment with the APS;
    - 301.1.2 DVA certifies the condition; or
  - 301.2 an annual credit of 3 weeks (15 days) defence service sick leave.
302. 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.
303. Unused annual credits can be built up to 9 weeks.
304. An employee cannot use annual credits until the initial credit is exhausted.
305. Defence service sick leave is paid and counts as service for all purposes.

## **Leave to attend proceedings**

306. 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.
307. An employee who is not covered under clause 306, 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 NHFB.
308. 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.
309. The CEO may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.

## Section 7: Employee support and workplace culture

### Blood donation

- 310. 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.
- 311. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

### Vaccinations

- 312. The NHFB will offer annual influenza vaccinations to all employees at no cost.
- 313. Where the NHFB 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

- 314. 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 NHFB and will be accessible on paid time.

### Respect at work

#### *Principles*

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

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

## Family and domestic violence support

318. The NHFB will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
319. The NHFB recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
320. Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.
321. An employee experiencing family and domestic violence support is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
  - 321.1 illness or injury affecting the employee resulting from family and domestic violence;
  - 321.2 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;
  - 321.3 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;
  - 321.4 making arrangements for the employee's safety, or the safety of a close relative;
  - 321.5 accessing alternative accommodation;
  - 321.6 accessing police services;
  - 321.7 attending court hearings;
  - 321.8 attending counselling; and
  - 321.9 attending appointments with medical, financial or legal professionals.
322. 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.
323. 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.
324. These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.
325. 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.
326. 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.
327. Evidence may be requested to support the NHFB 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 NHFB will require, unless the employee chooses to provide another form of evidence.

328. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.
329. The NHFB will take all reasonable measures to treat information relating to family and domestic violence confidentially. The NHFB will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the NHFB may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
330. Where the NHFB needs to disclose confidential information for purposes identified in clause 329, where it is possible the NHFB will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
331. The NHFB 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.
332. 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.
333. The NHFB 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.
334. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

## **Integrity in the APS**

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

## **First Nations cultural competency training**

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

## **Lactation and breastfeeding support**

340. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
341. The NHFB will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 342. In considering whether a space is appropriate, an agency should consider whether:
- 341.1 there is access to refrigeration;
  - 341.2 the space is lockable; and
  - 341.3 there are facilities needed for expressing, such as appropriate seating.
342. Where it is not practicable for an NHFB site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
343. The NHFB will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
344. 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.
345. Further information is available in policy.

## **Disaster support**

346. 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.
347. 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.
348. In considering what period of leave is appropriate, the NHFB will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth authorities.

## Section 8: Performance and development

### Performance management

349. Employees must participate in the NHFB's Performance Management Scheme known as the PDS. An employee and their manager will work together to establish an annual Performance and Development Agreement (PDA) outlining specific key performance requirements, related performance indicators and required workplace behaviours.
350. The principles of the PDS include:
- 350.1 employees and managers have a shared responsibility to constructively participate in, and contribute to, development of the PDA and assessment process;
  - 350.2 all stages of the PDS process should be discussed and agreed by the employee and their manager; and
  - 350.3 there should be no surprises for employees in regard to a manager's performance expectations or appraisal of their performance, with feedback regarding an employee's performance part of ongoing activities, including the opportunity for informal upwards feedback.
351. The performance management cycle runs from 1 July to 30 June each year and has two formal assessment points at:
- 351.1 Mid-cycle in February; and
  - 351.2 End of the cycle in July.
352. Further information on the PDS is available in the Performance Policy and Framework

### *Managing underperformance*

353. Where an employee's performance against the PDS is rated 'partially effective' or 'unsatisfactory', an underperformance process will be initiated by the CEO.
354. Clause 353 does not apply to an employee during a period of probation or a non-ongoing employee.
355. In addressing underperformance, the NHFB's underperformance process is designed to:
- 355.1 ensure employees and managers have a shared responsibility to constructively participate in, and contribute to, improvements in performance;
  - 355.2 be timely and effective;
  - 355.3 restore performance of the employee to an effective performance standard;
  - 355.4 have regard to the individual circumstances of the employee, including any health issues;
  - 355.5 have regard to natural justice and procedural fairness;

- 355.6 include learning and development as the focus for improving performance (this includes both parties being open to receiving feedback and acting on feedback in a timely manner);
  - 355.7 have active performance management as an integral part of the workplace culture; and
  - 355.8 require performance measures and standards to be clearly defined.
356. The principles of procedural fairness must be considered at all stages of the performance management cycle. This means:
- 356.1 an employee not performing at the effective performance standard must be advised of the performance issues at the earliest opportunity;
  - 356.2 an employee must be given a reasonable opportunity to respond to any identified performance concerns;
  - 356.3 an employee must be given reasonable opportunity to improve their performance;
  - 356.4 any responses made by the employee must be considered by the Secretary; and
  - 356.5 the manager, assessor where appointed, and Secretary must act fairly and without bias.
357. Managers and employees should initially seek to address performance concerns through informal strategies before moving to manage performance through formal processes.
358. Further information is available in the Managing Underperformance policy.

#### *Support person*

359. An employee may elect to have a support person with them in discussions with their manager to support them during unsatisfactory performance conversations

## **Workloads**

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

363. The NHFB is committed to fostering a culture of continuous learning and development by providing a framework for all staff and managers that:
- 363.1 develops and supports professional and technical expertise;
  - 363.2 supports a range of learning and development mechanisms including virtual training to support staff working flexibly or from other work locations;
  - 363.3 recognises the role of relevant external studies and provides support for approved tertiary studies through the department's Studybank scheme; and
  - 363.4 develops the skills and capabilities of managers to support their teams and deliver business outcomes.
364. Employees and managers should use this framework in their PDS discussions to set development goals. The Performance Development Agreement (PDA) is an agreed plan between the employee and manager for developing the capability of the employee to ensure that they have the appropriate skills to achieve their performance goals and future career development.
365. Employees and managers should identify learning and development opportunities through regular conversations to review progress against the PDA. Learning and development opportunities agreed by the manager as being relevant to the employee's role will be supported as paid work time. Employees and managers should also consider business requirements. The employee and manager have a mutual responsibility to consider how they will balance work, development opportunities, and other commitments.

## Continuing Professional Development

366. Where the NHFB requires an employee to hold mandatory qualifications and/or a specific professional registration, or where this is otherwise required under State/Territory or Commonwealth law, the employee will be provided with:
- 366.1 access to relevant training on work time; and/or
  - 366.2 on application, the reasonable costs of:
    - 366.2.1 registration; and
    - 366.2.2 continuing professional development (CPD).
367. Paid directly to the supplier or via reimbursement to the employee, these may include:
- 367.1 professional fees (for example, registration assessments, yearly registrations, and memberships) and subscriptions; and/or
  - 367.2 CPD resources and activities (for example, certificate fees, payment for relevant reference material, fees for courses, seminars and conferences, including reasonable accommodation and travel costs).
368. This CPD support will be provided to employees where the CEO:
- 368.1 requires them to hold or be eligible for mandatory qualifications and/or a specific professional registration as a condition of their engagement and ongoing employment; or
  - 368.2 after commencement, later assigns them work, on either a temporary or ongoing basis, because they possess a qualification and/or or a specific professional registration that is required for or relevant for performing that work; or
  - 368.3 determines that a qualification and/or a specific professional registration possessed by an employee is a mandatory qualification for the purposes of being eligible to receive CPD support.
369. An employee cannot be made ineligible to claim reimbursement if, during the financial year, they:
- 369.1 work part-time hours; and/or
  - 369.2 take leave, other than periods of unpaid leave exceeding 26 continuous weeks duration, unless the Secretary determines otherwise.
370. The NHFB may have positions which require mandatory qualifications. Where continuing professional development is required to maintain the mandated qualifications, practicing certificates and relevant skills, the NHFB will:
- 370.1 provide access to training; or
  - 370.2 on application, provide a Professional Development Allowance to meet the reasonable costs of continuing professional development.

## **Study assistance**

- 371. The NHFB is committed to uplifting agency capability by supporting employees to develop for their current and future roles.
- 372. The Studybank program supports employees to undertake formal courses of study at tertiary and higher education institutions and other vocational education courses, training providers and industry qualifications, where the study is agreed as part of an employee's PDA.
- 373. Studybank support may be provided in the form of financial reimbursement up to agreed levels for approved study expenses, and/or paid time work release for study purposes.
- 374. The CEO may approve financial assistance beyond \$1,500 per subject (including GST) on a case by case basis.
- 375. The CEO may approve study leave for up to 5 hours per week for all employees.
- 376. Aboriginal and Torres Strait Islander employees, employees from a non-English speaking background and/or employees with disability may seek approval for up to an additional 5 hours per week.
- 377. Studybank financial assistance and leave is not pro-rated for part time employees.
- 378. Further information is available in the Studybank Policy

## **Mature-aged employees financial assistance**

- 379. To assist with retirement planning, employees aged 54 years and over who are approaching or genuinely considering retirement, and who have not previously received this assistance from the department, may access financial assistance in the form of a one-off reimbursement payment up to a total maximum of \$615 (inclusive of GST) to obtain financial advice from a registered financial advisor.

## Section 9: Travel and location-based conditions

### Travel

380. If an employee is required to be absent from the usual locality on official business involving an overnight stay, a daily travel allowance will be paid at a rate aligned to the ATO economic indicator and agreed by the CEO.
381. Where this period exceeds 3 continuous weeks, the CEO may review the travel allowance and adjust the payment on the basis of reasonable actual expense or provide an alternative package of assistance for temporary relocation.
382. The CEO may approve reimbursement of reasonable additional expenses, as determined by NHFB, subject to the presentation of receipts, incurred as a direct result of travelling on official business.
383. An employee who is absent from the usual place of work on official business for a period of not less than 10 hours, but not overnight, will be paid an allowance of \$55 for each absence.
384. Official travel, wherever possible, should be undertaken during the standard bandwidth of hours.
385. An employee will not receive the meal and/or accommodation components of a daily travel allowance if the relevant expense is met by the NHFB or another organisation.
386. An employee will not receive the meal and/or accommodation components of a daily travel allowance if the relevant expense is met by the NHFB or another organisation.

## **Relocation assistance**

387. Where an existing employee is required to relocate at the request of the NHFB (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.
388. Where an employee is required to relocate on engagement with the NHFB, the employee will be provided with financial relocation assistance.
389. Reasonable expenses associated with the relocation include:
  - 389.1 the cost of transport of the employee and their dependents by the most economical means;
  - 389.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
  - 389.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
  - 389.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
390. Additional relocation assistance may be considered by CEO discretion.

# Section 10: Consultation, representation and dispute resolution

## Consultation

### *Principles*

391. 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.
392. The NHFB recognises:
  - 392.1 the importance of inclusive and respectful consultative arrangements;
  - 392.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions;
  - 392.3 the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
  - 392.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
  - 392.5 the benefits of employee and union involvement and the right of employees to be represented by their union.
393. Genuine and effective consultation involves:
  - 393.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
  - 393.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
  - 393.3 considering feedback from employees and the relevant union(s) in the decision-making process; and
  - 393.4 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*

394. Consultation is required in relation to:

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

395. The NHFB, 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*

396. This clause applies if the NHFB:

- 396.1 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
- 396.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### *Representation*

397. 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.
398. The NHFB must recognise the representative if:
- 398.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - 398.2 the employee or employees advise the employer of the identity of the representative.
399. Employees may be assisted, accompanied and represented by another person, including an employee representative, in processes relating to unsatisfactory performance, excess status, and in the dispute resolution procedures. The role of employee representatives, including union delegates and other non-union employee representatives, is to be respected and facilitated.
400. Employees will inform their immediate manager and/or relevant level of management prior to any discussions where they choose to be represented.

### *Major change*

401. In this clause, a major change is **likely to have a significant effect on employees** if it results in, for example:
- 401.1 the termination of the employment of employees; or
  - 401.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - 401.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 401.4 the alteration of hours of work; or
  - 401.5 the need to retrain employees; or
  - 401.6 the need to relocate employees to another workplace; or
  - 401.7 the restructuring of jobs.
402. The following additional consultation requirements in clause 403 to 409 apply to a proposal to introduce a major change referred to in clause 401.3.
403. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 392.
404. Where practicable, an NHFB 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.
405. The NHFB must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.



406. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 401, the NHFB must:

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

406.1.1 the proposed change:

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

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

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

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

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

406.1.2.3 any other matters likely to affect the employees.

407. The NHFB 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.

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

409. 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 NHFB the requirements set out in clauses 308 to 313 are taken not to apply.

*Change to regular roster or ordinary hours of work*

410. The following additional consultation requirements in clause 411 to 414 apply to a proposal to introduce a change referred to in clause 394.5.

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

412. As soon as practicable after proposing to introduce the change, the NHFB must:
- 412.1 discuss with employees and the relevant union(s) and/or other recognised representatives:
  - 412.2 the proposed introduction of the change; and
  - 412.3 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
    - 412.3.1 all relevant information about the proposed change, including the nature of the proposed change; and
    - 412.3.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
    - 412.3.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - 412.4 invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, the NHFB is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
413. The NHFB 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*

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

### **Agency consultative committee**

415. The NHFB may establish an agency consultative committee to discuss relevant workplace matters.
416. NHFB consultative committees will operate subject to an agreed terms of reference and structure for the term of the agreement. Representation on the committee will be in accordance with the terms of reference.

### **APS consultative committee**

417. The NHFB 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

418. If a dispute relates to:
- 418.1 a matter arising under the agreement; or
  - 418.2 the National Employment Standards;
- this term sets out procedures to settle the dispute.
419. An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
420. 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.
421. 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.
422. 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 421 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
423. The Fair Work Commission may deal with the dispute in 2 stages:
- 423.1 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
  - 423.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - 423.2.1 arbitrate the dispute; and
    - 423.2.2 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.*

424. While the parties are attempting to resolve the dispute using the procedures in this term:
- 424.1 an employee must continue to perform their work as they would normally in accordance with established custom and practice at the NHFB that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
  - 424.2 subject to 306, 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:
    - 424.2.1 the work is not safe; or
    - 424.2.2 applicable work health and safety legislation would not permit the work to be performed; or
    - 424.2.3 the work is not appropriate for the employee to perform; or
    - 424.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.
425. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
426. Any disputes arising under *National Funding Body Enterprise Agreement 2016-2019* or the National Employment Standards that were formally notified under clause 262 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*

427. Where the provisions of clauses 418 to 423 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 419, 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 423.

## **Delegates' rights**

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

*Supporting the role of union delegates*

431. The NHFB respects the role of union delegates to:
  - 431.1 provide information, consult with and seek feedback from employees in the workplace on workplace matters;
  - 431.2 consult with other delegates and union officials, and get advice and assistance from union officials;
  - 431.3 represent the interests of members to the employer and industrial tribunals; and
  - 431.4 represent members at relevant union forums, consultative committees or bargaining.
432. The NHFB 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.
433. 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.
434. To support the role of union delegates, the NHFB will, subject to legislative and operational requirements, including privacy and security requirements:
  - 434.1 provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
  - 434.2 advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
  - 434.3 allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications;
  - 434.4 provide access to new employees as part of induction; and
  - 434.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
435. 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 NHFB before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

## Section 11: Separation and retention

### Resignation

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

### Payment on death of an employee

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

### Redeployment, retraining, redundancy

#### *Employee initiated separation from the APS*

440. If the employee is an ongoing employee, they may resign by giving two (2) weeks' notice of their resignation unless a different period is agreed or set out in their letter of engagement.

#### *Coverage*

441. The following provisions will apply to all employees of the NHFB with the exception of:
  - 441.1 ongoing employees who are on probation; and
  - 441.2 non-ongoing and casual employees.

### *Definition of excess employees*

442. An employee is 'excess' when:
- 442.1 they are included in a group of employees in the NHFB, comprising a greater number than is necessary for the efficient and economical working of the NHFB;
  - 442.2 due to technological or other changes in the work methods of the NHFB, or structural or other changes in the nature, extent or organisation of the functions of the NHFB, the services of the employee cannot be effectively used; or
  - 442.3 the duties usually performed by the employee are to be performed at a different locality and the employee is not willing to perform those duties at the new locality and the CEO has determined that the provisions of this clause may apply to that employee.

### *Consultation with potentially excess employees*

443. When the CEO is aware that an employee is likely to become excess, the CEO will advise the employee.
444. Where an employee is identified as potentially excess, the CEO will hold an initial consultation with the employee and/or the employee's nominated representative.
445. The CEO will hold discussions with the potentially excess employee to consider:
- 445.1 redeployment opportunities for the employee concerned; and
  - 445.2 whether voluntary retrenchment might be appropriate.
446. The initial consultation period is for one calendar month, unless the employee agrees a lesser period.

### *Declaring an employee excess*

447. Not less than one calendar month after advising the employee in accordance with clause 444 that they are likely to become excess, the CEO will advise the employee in writing if the employee becomes an excess employee. The employee and the CEO may agree to implement a shorter consultation period.

### *Voluntary retrenchment*

448. As soon as possible within the consultation period referred to in clause 444, the CEO will provide the excess employee information on:
449. the amount of severance benefit, pay in lieu of notice, and likely payment in lieu of leave credits;
- 449.1 the amount of accumulated superannuation contributions;
  - 449.2 options open to the employee concerning superannuation; and
  - 449.3 any taxation rules applying to the various payments.
450. An excess employee invited to accept a voluntary retrenchment will be provided with assistance up to a total of \$900 for financial counselling and career counselling.

451. Where the CEO terminates an employee's employment under section 29(3)(a) of the PS Act, the CEO will give the employee a period of notice of termination of four (4) weeks or five (5) weeks for an employee over 45 and with at least five (5) years of continuous service.
452. Where an employee's employment is terminated at the beginning of, or within the notice period, the employee will receive payment in lieu of notice as set out in the FW Act for the unexpired portion of the notice period.

*Severance benefit*

453. An employee whose employment is terminated under section 29(3)(a) of the PS Act following their agreement to be voluntarily retrenched is entitled to be paid a Severance 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 a minimum of amount the employee is entitled to under the NES.
454. The minimum sum payable will be four (4) weeks' salary and the maximum will be 48 weeks' salary.
455. The redundancy benefit will be calculated on a pro-rata basis for any period where an employee has worked part-time hours during the employee's period of service and the employee has less than 24 years full-time service, subject to any minimum amount the employee is entitled to under the NES.
456. For earlier periods of service to count there must be no breaks between the periods of service, except where:
  - 456.1 the break in service was less than four (4) weeks and occurred where an offer of employment in relation to the second period of service was made and accepted by the employee before the first period of service ended (whether or not the two periods of service are with the same employer or agency); or
  - 456.2 the earlier period of service was with the APS and ceased because the employee was deemed to have resigned from the APS on marriage under s49 (as repealed in 1966) of the repealed PS Act 1922.
457. Service for severance pay purposes means:
  - 457.1 service in an APS agency;
  - 457.2 Government service as defined in section 10 of the Long Service Leave (Commonwealth Employees) Act 1976;
  - 457.3 service with a Commonwealth body (other than service with a Joint Commonwealth-State body Corporate) in which the Commonwealth has a controlling interest which is recognised for long service leave purposes;
  - 457.4 service with the Australian Defence Forces;
  - 457.5 APS service immediately preceding deemed resignation under repealed section 49 of the PS Act, if the service has not previously been recognised for pay purposes; and
  - 457.6 service in another organisation where:



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

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

457.6.3 such service is recognised for long service leave purposes.

458. Absences from work which do not count as service for leave purposes will not count as service for severance benefit purposes.

#### *Rate of payment*

459. For the purpose of calculating any payment under clause 448, salary will include:

459.1 the employee's salary at the substantive work value level; or

459.2 the salary of the higher classification, where the employee has been working at the higher classification for a continuous period of at least 12 months immediately preceding the date on which the employee is declared excess in accordance with clause 442; and

459.3 other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

#### *Retention periods*

460. Where an excess employee has not elected for voluntary retrenchment with the payment of a redundancy benefit, the employee will be entitled to the following period of retention:

460.1 56 weeks where the employee has 20 years or more service or is over 45 years of age; or

460.2 30 weeks for all other employees.

461. If an employee is entitled to a redundancy payment under the NES, the relevant period in clause 448 will be reduced by the employee's number of weeks redundancy pay that the employee will be entitled to under the NES on termination, calculated as at the expiration of the retention period (as adjusted by this clause).

462. The retention period will be commenced on the day the CEO advises the employee in writing that they are an excess employee in accordance with clause 442.

463. The retention period will be extended by any periods of personal/carer's leave taken for the purpose of personal illness or injury during the retention period.

464. During the retention period the CEO:
- 464.1 will continue to take reasonable steps to find alternative employment for the excess employee; and
  - 464.2 may, with four (4) weeks' notice, reassign duties at a lower APS classification to the excess employee
465. Where this occurs before the end of an employee's retention period, the employee will receive income maintenance to maintain salary at the previous higher level for the balance of the retention period in clause 446.

*Redeployment*

466. An excess employee must take all reasonable steps to identify and apply for suitable vacancies at their substantive level (and may choose to consider the option of a lower substantive level position) during the retention period.
467. The excess employee may request assistance in meeting reasonable travel and incidental expenses incurred in seeking alternative employment where these expenses are not met by the prospective employer.

*Involuntary retrenchment*

468. In accordance with section 29 of the PS Act, the CEO may involuntarily terminate the employment of an excess employee at the end of the retention period.
469. The CEO will not terminate the employment of an excess employee if the excess employee has not been invited to accept an offer of Voluntary Retrenchment or has elected to accept an offer of Voluntary Retrenchment but the CEO has refused to approve it.

## Attachment A – Base salaries

Classification	Salary Levels	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	from 12 March 2026
<b>Executive Level 2 (EL2)</b>	4	\$155,160	\$161,366	\$167,498	\$173,193
	3	\$147,711	\$153,619	\$159,457	\$164,879
	2	\$142,938	\$148,656	\$154,305	\$159,551
	1	\$131,052	\$136,294	\$141,473	\$146,283
<b>Executive Level 1 (EL1)</b>	4	\$125,277	\$130,288	\$135,239	\$139,837
	3	\$120,319	\$125,132	\$129,887	\$134,303
	2	\$114,623	\$119,208	\$123,738	\$127,945
	1	\$109,842	\$114,236	\$118,577	\$122,609
<b>APS6</b>	4	\$100,840	\$104,874	\$108,859	\$112,560
	3	\$98,631	\$102,576	\$106,474	\$110,094
	2	\$93,721	\$97,470	\$101,174	\$104,614
	1	\$89,385	\$92,960	\$96,492	\$99,773
<b>APS5</b>	3	\$86,350	\$89,804	\$93,217	\$96,386
	2	\$82,019	\$85,300	\$88,541	\$91,551
	1	\$79,847	\$83,041	\$86,197	\$89,128
<b>APS4</b>	3	\$78,712	\$81,860	\$84,971	\$87,860
	2	\$76,545	\$79,607	\$82,632	\$85,441
	1	\$74,495	\$77,475	\$80,419	\$83,153

Classification	Salary Levels	As at 31 August 2023	From the later of commencement of the agreement or 14 March 2024	From 13 March 2025	from 12 March 2026
<b>APS3</b>	4	\$72,881	\$75,796	\$78,676	\$81,351
	3	\$69,576	\$72,359	\$75,109	\$77,663
	2	\$67,614	\$70,319	\$72,991	\$75,473
	1	\$65,752	\$68,382	\$70,981	\$73,394
<b>APS2</b>	4	\$62,089	\$64,573	\$67,027	\$69,306
	3	\$60,363	\$62,778	\$65,164	\$67,380
	2	\$58,605	\$60,949	\$63,265	\$65,416
	1	\$56,897	\$59,173	\$61,422	\$63,510
<b>APS1</b>	4	\$54,675	\$56,862	\$59,023	\$61,030
	3	\$52,132	\$54,217	\$56,277	\$58,190
	2	\$50,405	\$52,421	\$54,413	\$56,263
	1	\$48,683	\$50,630	\$52,554	\$54,341

## Attachment B – Allowance recognition

	Counts as salary for superannuation purposes (CSS and PSSdb only).	Counts towards salary for calculation of overtime salary	Payable during long service leave	Payable during annual leave	Reduced pro rata during period of half-pay leave (if payable during leave)	Included in income maintenance for excess employees	Included in salary for calculation of retrenchment severance payments	Included in salary for payment in lieu of notice of termination of employment	Payment in lieu of long service leave	Payment in lieu of annual leave
Higher Duties Allowance	@	✓	*	*	✓	*	*	*	#	^
Workplace Responsibility Allowance <sup>1</sup>	✓	X	✓	X	X	X	X	✓	✓	X
Restriction Allowance <sup>1</sup>	@	X	X	X	X	*	X	*	X	X
Overtime meal break allowance <sup>1</sup>	X	X	X	X	X	X	X	X	X	X
Part day Travel Allowance <sup>1</sup>	X	X	X	X	X	X	X	X	X	X
Motor Vehicle Allowance <sup>2</sup>	X	X	X	X	X	X	X	X	X	X
Community Language Allowance	✓	X	*	*	✓	✓	✓	✓	*	X

#	Yes, if in receipt of allowance for a continuous period of greater than 12 months
✓	Yes
^	Yes, if in receipt of allowance on last day of service
X	No
@	Yes, subject to a qualifying period in accordance with the Superannuation (CSS/PSS) Salary Regulations 1978, unless indicated otherwise in this Agreement
*	Yes, subject to certain conditions
<sup>1</sup>	These allowances will be adjusted by salary increases under this Agreement.
<sup>2</sup>	The rate of MVA payable will be adjusted in line with the set rate specified by the Australian Tax Office in the 'cents per kilometre' method for claiming car expenses.