

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

OFFICIAL



National Anti-Corruption Commission

National Anti-Corruption Commission Enterprise Agreement 2024-2027

Contents

National Anti-Corruption Commission Enterprise Agreement 2024-2027 1

1. Title of the Agreement	6
2. Definitions	6
3. Parties Covered	8
4. Duration	8
5. Variations to the Agreement	8
6. Delegations	8
7. NES precedence	9
8. Closed comprehensive agreement	9
9. Signature of Parties	9
Remuneration & Classifications	10
10. Salary Increase	10
11. Payment of salary	10
12. Salary Setting	10
13. Overpayments	11
14. Salary Advancement	12
15. Higher Duties Allowance	12
16. Individual Flexibility Arrangements	13
17. Salary Packaging	14
18. Superannuation	14
19. Allowances	14
Service Allowance	14
Travel allowance	15
Meal allowance	15
Workplace Responsibility Allowance	15
Community language allowance	16
Other expenses	17
20. Work Level Standards	17
21. Job Classification	17
22. Broadband	18
Working hours and arrangements	18
23. Non-ongoing Employment	18
24. Casual Employment	18

25. Job Security	19
Commitment to ongoing employment and rebuilding APS capacity	19
Reporting	19
Pathways to permanency	19
Hours of Work	19
Standard hours	19
Full time work	19
Part-time work	19
Shift work	20
26. Usual location of work	21
27. Flexible Working Arrangements (including WFH)	21
Requesting formal flexible working arrangements	22
Varying, pausing, or terminating flexible working arrangements	23
Working from home	24
Ad-hoc arrangements	24
Altering span of hours	25
28. Relocation assistance	25
29. Recording Attendance	25
30. Flex time	25
31. Executive Level TOIL	26
32. Travel time	26
33. Overtime	27
Emergency Duty	28
Rest relief after overtime	28
34. Restriction Duty	28
35. Public Holidays	29
36. Christmas Closedown	30
Leave	30
37. Portability of Leave	30
38. Annual Leave	31
39. Annual leave excess	31
40. Annual Leave cash out	31
41. Purchased leave	32
42. Personal Leave	32
Entitlement	32
Accrual	32
Usage	32
Carers	32
Evidence	33

43. Long Service Leave	33
44. Re-crediting of leave	33
45. Parental Leave	34
Payment during parental leave	34
Stillbirth	36
Pregnancy loss leave.....	36
Premature birth leave	36
Transitional provisions	36
46. Compassionate Leave	36
47. Bereavement Leave	37
48. Emergency Response Leave.....	37
49. Jury Duty	38
50. Leave to attend proceedings (witness leave)	38
51. Blood donation	38
52. Cultural, ceremonial & NAIDOC leave	39
NAIDOC leave	39
First Nations ceremonial leave.....	39
Cultural leave.....	39
53. Defence Reservist Leave.....	39
54. Defence Service Sick Leave	40
55. Miscellaneous Leave	40
Leave without pay – that counts as service	40
Employee Support & workplace culture	41
56. Health & Well-being payment	41
57. Vaccinations	41
58. Employee Assistance Program.....	41
59. Respect at Work	41
Principles.....	41
Consultation	41
60. Family & domestic violence support	42
61. Integrity in the APS.....	43
62. First nations cultural competency training	44
63. Lactation & breastfeeding support.....	44
64. Disaster support	44
Performance and Development	45
65. Performance Management.....	45
66. Study Assistance	45
67. Workloads	45

Consultation, representation & disputes	46
68. Consultation and consultative committees	46
Principles.....	46
When consultation is required	46
Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees	47
Representation	47
Major change	47
Change to regular roster or ordinary hours of work.....	48
Interaction with emergency management activities.....	49
NACC consultative committee	49
APS consultative committee	49
69. Dispute Resolution	49
Leave of absence to attend proceedings	51
70. Delegate's rights	51
Supporting the role of union delegates	51
Separation and Retention	52
71. Resignation	52
72. Payment upon death.....	52
73. Redeployment, retraining, redundancy.....	52
Potentially Excess Employees.....	52
Invitation to accept Voluntary Retrenchment.....	53
Severance Pay	54
Rate of payment for severance benefit	56
Election not to take a redundancy.....	56
Redeployment during the Retention Period	56
Voluntary Retrenchment during retention period	57
Involuntary termination.....	57
Termination of Employment: Review Mechanism	58
Appendix A – NACC Salaries	59

1. Title of the Agreement

- 1.1 This agreement will be known as the National Anti-Corruption Commission Enterprise Agreement 2024-2027.

2. Definitions

- 2.1 The following definitions apply to this agreement:

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

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

Agency Head means the Chief Executive Officer of the National Anti-Corruption Commission or the Chief Executive Officer's delegate.

Agreement means the National Anti-Corruption Commission 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 Chief Executive Officer to a group of duties involving work value applying to more than one classification under sub-rule 9(4) of the *Public Service Classification Rules 2000*. A broadband encompasses the full range of work value of the classifications contained within it.

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

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

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

Chief Executive Officer means the Chief Executive Officer of the National Anti-Corruption Commission, or the person authorised by the Chief Executive Officer as their delegate.

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 authority has been delegated.

Dependant means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily

lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.

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

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

Family means:

- a spouse, former spouse, de facto partner or former de facto partner of the employee;
- a child, parent, grandparent, grandchild, or sibling of the employee;
- a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;
- a member of the employee's household; or
- 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 *Fair Work Act 2009*.

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* and any successor legislation.

NACC means the National Anti-Corruption Commission

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

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

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 de facto partner, spouse, or former de facto partner or former spouse.

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

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

SES Employee means Senior Executive Service employee.

Shift Worker means an employee whose rostered ordinary hours fall outside the period 7:30am to 7:30pm Monday to Friday and/or include Saturdays, Sundays or public holidays for an ongoing fixed period.

Standard Day is 8:30am to 12:30pm and 1:30pm to 5pm.

3. Parties Covered

3.1 The Agreement covers:

- the Chief Executive Officer, for and on behalf of the Commonwealth of Australia as the employer;
- all employees in the National Anti-Corruption Commission employed under the *Public Service Act 1999* other than:
 - i) Senior Executive Service employees or equivalent.

subject to notice being given in accordance with section 183 of the *Fair Work Act 2009*, and the following employee organisation/s which were a bargaining representative for this Agreement:

- Community and Public Sector Union (CPSU).

4. Duration

4.1 This agreement will commence operation seven days after approval by the Fair Work Commission.

4.2 This agreement will nominally expire on 28 February 2027.

5. Variations to the Agreement

5.1 This agreement may only be varied in accordance with the *Fair Work Act 2009*.

6. Delegations

6.1 The Chief Executive Officer may delegate or authorise any or all of their powers and functions under this Determination, including this power of delegation, and may do so subject to conditions.

7. NES precedence

- 7.1 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 NACC in any respect when compared with the NES.

8. Closed comprehensive agreement

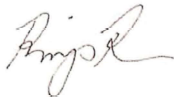
- 8.1 This Agreement states the terms and conditions of employment of employees covered by this Agreement, other than terms and conditions applying under relevant Commonwealth laws.
- 8.2 This Agreement will be supported by policies and guidelines, as implemented, and varied from time to time.
- 8.3 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.

9. Signature of Parties

We the undersigned agree to be bound by the terms and conditions set out in the Agreement.

Dated this 27th day of February 2024

Signed for the employer:



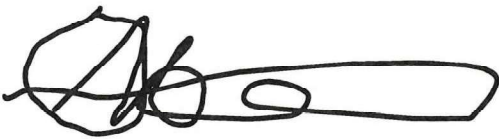
Philip Reed
Chief Executive Officer
National Anti-Corruption Commission
GPO Box 605, Canberra ACT 2601

Bargaining Representative



Community and Public Sector Union
40 Brisbane Avenue, Barton, ACT 2601

Employee Bargaining Representative



Olivia Noonan

Reports and Projects Officer

GPO Box 605, Canberra ACT 2601

Remuneration & Classifications

10. Salary Increases

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

11. Payment of salary

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

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

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

12. Salary Setting

- 12.1 Where an employee is engaged, moves to, or is promoted in the NACC, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the Chief Executive Officer determines a higher salary within the relevant salary range under these salary setting clauses.
- 12.2 The Chief Executive Officer 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.

- 12.3 In determining a salary under these provisions, the Chief Executive Officer will have regard to a range of factors (as relevant) including the employee's experience and skills.
- 12.4 Where an employee commences ongoing employment in the NACC immediately following a period of non-ongoing employment in the NACC for a specified term or task, the Chief Executive Officer will determine the payment of the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a non-ongoing employee in the NACC.
- 12.5 Where an employee commences ongoing employment in the NACC immediately following a period of casual employment in the NACC, the Chief Executive Officer will determine the payment of salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the NACC.
- 12.6 Where an APS employee moves to the NACC at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the Chief Executive Officer will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
- 12.7 Where the Chief Executive Officer determines that an employee's salary has been incorrectly set, the Chief Executive Officer may determine the correct salary and the date of effect.

13. Overpayments

- 13.1 An overpayment occurs if the Chief Executive Officer (or the NACC) 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 amounts payable under this agreement).
- 13.2 Where the Chief Executive Officer considers that an overpayment has occurred, the Chief Executive Officer will provide the employee with notice in writing. The notice will provide details of the overpayment.
- 13.3 If an employee disagrees there has been an overpayment including the amount of the overpayment, they will advise the Chief Executive Officer 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.
- 13.4 If after considering the employee's response (if any), the Chief Executive Officers confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the NACC in full by the employee.
- 13.5 The Chief Executive Officer 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 financial circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
- 13.6 The NACC and employee may agree to make deduction from final monies where there is an outstanding payment upon cessation of employment.
- 13.7 Interest will not be charged on overpayments.
- 13.8 Nothing in clauses 13.1 to 13.7 prevents:

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

14. Incremental Advancement

- 14.1 Effective 1 July each year, ongoing and non-ongoing employees will be eligible for salary advancement of one increment subject to the following:
- completing the requirements of the NACC's performance management system.
 - being assessed as achieving satisfactory performance or better at the end of the performance management cycle
 - 6 months of aggregate eligible service in the NACC at or above the relevant classification during the performance management cycle
- 14.2 Eligible service for salary progression will include:
- periods of paid leave and unpaid parental leave;
 - periods of unpaid leave that count as service; and
 - service while employed on a non-ongoing basis.
- 14.3. 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.
- 14.4 Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.

Further information is available in the NACC's performance management policy.

15. Higher Duties Allowance

- 15.1 Where a role needs to be filled for 2 or more working weeks, higher duties allowance will be paid to any employee occupying the role acting at a classification higher than their substantive classification.
- 15.2 Higher duties allowance will be equal to the difference between the employees' current salary and the salary that would be payable if they were promoted to the higher classification, or as otherwise determined by the Chief Executive Officer.
- 15.3 Where an employee is found to be eligible for salary progression at their acting classification, 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.
- 15.4 Where an employee is assigned only part of the higher duties, the Chief Executive Officer will determine the amount of allowance payable.

- 15.5 Higher duties allowance will be payable while an employee is acting at a higher classification as part of a job-sharing arrangement where the duration of the arrangement is at least 2 working weeks.
- 15.6 The Chief Executive Officer may shorten the qualifying period for higher duties allowance on a case-by-case basis.

16. Individual Flexibility Arrangements

- 16.1 The NACC 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:
- 16.2 the agreement deals with one or more of the following matters:
- i) arrangements about when work is performed
 - ii) overtime rates
 - iii) penalty rates
 - iv) allowances
 - v) remuneration
 - vi) leave and leave loading; and
- the arrangement meets the genuine needs of the NACC and employee in relation to one or more of the mentioned in clause 16.2; and
 - the arrangement is genuinely agreed to by the NACC and employee.
- 16.3 The NACC must ensure that the terms of the individual flexibility arrangement:
- are about permitted matters under section 172 of the *Fair Work Act 2009*;
 - are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - result in the employee being better off overall than the employee would be if no arrangement was made.
- 16.4 The NACC must ensure that the individual flexibility arrangement:
- is in writing;
 - includes the name of the NACC and employee;
 - is signed by the NACC and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- i) includes details of:
 - ii) the terms of the enterprise agreement that will be varied by the arrangement;
 - iii) how the arrangement will vary the effect of the terms;
 - iv) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - v) states the day on which the arrangement commences.
- 16.5 The NACC must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 16.6 The NACC or employee may terminate the individual flexibility arrangement:

- by giving no more than 28 days written notice to the other party to the arrangement; or
 - if the NACC and employee agree in writing – at any time.
- 16.7 The NACC and employee are to review the individual flexibility arrangement at least every 12 months.

17. Salary Packaging

- 17.1 Employees may elect to sacrifice a portion of salary for non-monetary benefits and must pay any fringe benefits and administrative costs applying to any packaging arrangement. If an employee opts for salary packaging the salary for superannuation purposes, severance and termination payments and for any other purposes, will be determined as if the salary package arrangement has not occurred. Further information is contained in the NACC *Salary Packaging Policy and Procedures*.

18. Superannuation

- 18.1 The NACC will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 18.2 Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
- 18.3 The NACC 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 NACC's payroll system.

Method for calculating superannuation salary

- 18.4 The NACC will provide an employer contribution of 15.4% of the employee's Ordinary Time Earnings (OTE) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation funds.
- 18.5 Employer contributions will be made for all employees covered by this agreement.
- 18.6 Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

Payment during unpaid parental leave

- 18.7 Employer contributions will be paid on periods of unpaid parental leave at the employee's nominal base salary for periods of leave up to a maximum of 52 weeks.

19. Allowances

Service Allowance

- 19.1 Employees engaged at, or below, the EL2 classification will receive a payment of a Service Allowance, an allowance in the nature of a salary related allowance. This allowance acknowledges the requirements of working in the NACC, including the need for high-level personal security assessments,

the intrusion associated with notifying private financial and social interests and the necessity to engage in practices to prevent targeting by unlawful elements.

19.2 The annual allowance is \$1,827 and is paid fortnightly.

19.3 The allowance will be increased annually in accordance with the general salary increases as outlined below.

Rate from commencement of the agreement	Rate from 14 March 2024	Rate from 13 March 2025	Rate from 12 March 2026
\$1827	\$1900	\$1972	\$2039

Travel allowance

19.4 Employees approved to travel to a location away from their usual place of work on official business are entitled to travelling costs and other conditions. Further information is contained in the NACC travel Policy.

Meal allowance

19.5 You will be paid a meal allowance of \$30.43 if you are directed to work overtime:

- after ordinary duty for a day to the end of, or after, a meal period without taking a meal break, or
- after ordinary duty for a day after a meal break, if you are not entitled to payment during the meal break, or
- Before the start of ordinary hours of duty for a day and take a meal break, if you are not entitled to payment during the meal break, or
- on a Saturday, Sunday or public holiday continuing after a meal break, if you are not entitled to payment during the meal break.

19.6 The meal periods are:

- 7:00am to 9:00am
- 12:00pm to 2:00pm
- 6:00pm to 7:00pm
- Midnight to 1:00am

19.7 The meal allowance will be adjusted annually from 1 July based on the previous 12 month CPI (Consumer Price Index) rate.

Workplace Responsibility Allowance

19.8 A workplace responsibility allowance will be paid where an employee who is appointed by the NACC or elected by eligible peers to one of the following roles:

- First Aid Officer
- Health and Safety Representative
- Emergency Warden
- Harassment Contact Officer

- Mental Health First Aid Officer.

19.9 An employee is not to receive more than one workplace responsibility allowance unless approved by the Chief Executive Officer due to operational requirements.

19.10 The rate will be:

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

19.11 As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporate in the rates in the table above.

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

19.13 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.

19.14 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

19.15 A community language allowance will be paid where the Chief Executive Officer 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 Chief Executive Officer. Further information is included in policy.

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

Table 1: Community language allowance rates

Rate	Standard	Rate from 14 March 2024	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 Chief Executive Officer, for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum

Rate	Standard	Rate from 14 March 2024	Rate from 13 March 2025	Rate from 12 March 2026
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 Chief Executive Officer.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

19.17 The allowance is calculated annually and paid fortnightly.

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

19.19 The allowance is payable during periods of paid leave.

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

Other expenses

19.21 The Chief Executive Officer may authorise reimbursement of costs incurred by an employee that are directly associated with undertaking duties and are not covered by allowances under this Agreement.

20. Work Level Standards

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 *Public Service Act 1999*

21. Job Classification

21.1 The NACC classification structure under this agreement is:

- EL 2
- EL 1
- APS 6
- NACC Broadband 1(APS 5 and 6)
- APS 5
- APS 4
- NACC Broadband 2(APS 3 and 4)
- APS 3
- APS 2
- APS 1

22. Broadband

- 22.1 The NACC has two broadbands covering the APS 3/4 and the APS 5/6 classifications.
- 22.2 Movement within the broadbands will be subject to work availability, sufficient skills and satisfactory performance. Further information is available in the NACC *Broad banding Guidelines*.

Working hours and arrangements

23. Non-ongoing Employment

- 23.1 A non-ongoing employee is defined in the definitions section.
- 23.2 Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:
 - Personal/carer's leave accrual at clause 43.1
 - the redundancy provisions at clause 74, subject to clause 23.3.
- 23.3 If the non-ongoing employee's contract is not permitted by section 333E of the Fair Work Act, then the redundancy provisions at clause 74, will apply.
- 23.4 If the redundancy provisions apply to an employee under clause 74, the NACC must adhere to the consultation requirements at clause 74.

24. Casual Employment

- 24.1 A casual (irregular or intermittent) employee is defined in the definitions section.
- 24.2 A decision to expand the use of casual employees is subject to the consultation obligations set out in clause 69 of this agreement.
- 24.3 The NACC will regularly review the working arrangements of casuals to assess if they are genuinely performing irregular and intermittent duties and report de-identified outcomes to the consultative committee.
- 24.4 Remuneration for casual employees shall be on an hourly basis. A casual employee shall receive a 25 per cent loading on the base hourly rate of their classification as set out in this Agreement.
- 24.5 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.
- 24.6 A casual employee shall be engaged for a minimum of 3 hours per engagement or shall be paid for a minimum of 3 hours at the appropriate casual rate.
- 24.7 A casual employee who is eligible for Workplace Responsibility Allowance will be paid the full amount.

25. Job Security

Commitment to ongoing employment and rebuilding APS capacity

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

Reporting

- 25.2 The NACC will report to the NACC 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 NACC.

Pathways to permanency

- 25.3 The NACC and the APS will comply with the casual conversion provision of the *Fair Work Act 2009*. In addition, the NACC 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.

26. Hours of Work

Standard hours

- 26.1 The Standard Day is 8:30am to 12:30pm and 1:30pm to 5pm.
- 26.2 Employees are not expected to work more than 10 hours in a day.
- 26.3 Employees must not work for more than five hours without a 30-minute break.
- 26.4 The span of hours is 7:30am to 7:30pm unless otherwise agreed in accordance with clause 28.28 (Altering Span of Hours).

Full time work

- 26.5 Employees engaged on a full-time basis will work ordinary hours of 7 hours 30 minutes per day (75 hours per fortnight) Monday to Friday.
- 26.6 The ordinary hours of work and the Standard Day are used to determine your hourly rate of pay, overtime entitlements, leave accrual and deduction, flex time and public holidays.

Part-time work

- 26.7 Employees engaged on a full-time basis, will not be compelled to convert to part-time employment.
- 26.8 Employees engaged on a part-time basis, will not be compelled to convert to full-time employment.
- 26.9 Employees are entitled to work on a part-time basis:
- during any period within three years from the date of the birth of a child, or
 - during any period within three years from the date of the placement of a child (in relation to the adoption or long-term fostering of that child), or

- when otherwise approved by the Chief Executive Officer.
- 26.10 Employees who initiate part-time work proposals are entitled to revert to full-time employment at the conclusion of an agreed period of part-time work, or as otherwise agreed by the Chief Executive Officer.

Shift work

- 26.11 Employees will be considered a shift worker if you are classified at APS 6 or below and the Chief Executive Officer requires that you work your ordinary hours on a roster for a period of 14 calendar days or more that includes hours:
- outside the bandwidth of 7:30 am to 7:30 pm, Monday to Friday, and/or
 - on Saturdays, Sundays or public holidays.
- 26.12 The Chief Executive Officer may also authorise shift work payments for Executive Level employees under exceptional circumstances.
- 26.13 A minimum of 7 days' notice, or less with the agreement of affected employees, will be given by the Chief Executive Officer for the introduction of additional shift work, a new roster, or re-arrangement of shift cycles.
- 26.14 A shift worker's pay will be based on the same fortnightly and hourly rate of pay calculations as non-shift arrangement employees. In addition, the ordinary fortnightly salary, employees will also be paid the higher of the following shift penalty payments, as applicable to the time of day when hours are worked:

Table 2: Shift Work shift penalty payments.

Rostered time of work	Penalty rate
Work performed on a shift, any part of which falls between 7:30 pm to midnight and 6 am to 7:30 am (Monday to Friday)	15%
Work performed on a shift, any part of which falls between midnight and 6 am (Monday to Friday)	30%
Work performed for a period exceeding 2 weeks on a shift falling wholly between 7:30 pm and 7:30 am	30%
For those hours of work performed anytime on a Saturday	50%
For those hours of work performed anytime on a Sunday	100%
For those hours of work performed anytime on a public holiday	150%

- 26.15 Employees working shift arrangements will also accrue an additional half day of paid leave for each Sunday and public holiday worked, up to a maximum of 5 days over a twelve-month period, credited on 1 January each year. Only a rostered shift of 3 hours or more which commences or ceases on a Sunday or public holiday will count in this calculation.
- 26.16 If an employee takes leave when otherwise rostered to work a shift:

- the scheduled duration of the shift (in hours) will be deducted from the employee's leave credits, except in the case of long service leave (where calendar day deductions will apply), and
 - shift penalty payments will be made in respect of any duty which would have performed had the employee not been on approved leave.
- 26.17 Where there is a short-term operational requirement for periods of less than two weeks, the Chief Executive Officer, with 72 hours' notice or less by agreement with the employee, schedule the employee to work normal hours of duty outside the bandwidth at specified times.
- 26.18 If an employee is scheduled to perform all or part of their ordinary hours under these short-term arrangements, the employee will be entitled to their ordinary rate of pay plus penalty rates, as well as a Short-Term Shift allowance of 2.5% of ordinary salary for the scheduled hours worked.
- 26.19 For a shift worker, duty is overtime if it is performed:
- outside the normal rostered ordinary hours of duty for the shift worker on that day, or
 - in excess of the weekly hours of ordinary duty, or an average of the weekly hours of ordinary duty over a cycle of shifts.
- 26.20 Further information is contained in the NACC Shift Work and Work outside the Bandwidth Policy.

27. Usual location of work

- 27.1 The employee's standard place of work will be the designated office location identified in the employee's letter of offer or other engagement documentation. If no designated office location was specified on engagement, the Chief Executive Office may specify a designated office location by advising the employee in writing.
- 27.2 The agency and employee may agree to vary the employee's designated office location on a temporary or permanent basis.

28. Flexible Working Arrangements (including WFH)

- 28.1 The NACC, employees and their union recognise:
- 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;
 - access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
 - 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;
 - that flexibility applies to all roles in the NACC, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
 - requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.

- 28.2 The NACC is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the NACC at all levels. This may include developing and implementing strategies through the NACC consultative committee.
- 28.3 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

- 28.4 The following provisions do not diminish an employee's entitlement under the NES.
- 28.5 An employee may make a request for a formal flexible working arrangement.
- 28.6 The request must:
- be in writing;
 - set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the Fair Work Act 2009.
- 28.7 The Chief Executive Officer must provide a written response to a request within 21 days of receiving the request.
- 28.8 The response must:
- state that the Chief Executive Officer approves the request and provide the relevant detail in clause 28.9; or
 - if following discussion between the NACC and the employee, the NACC 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
 - state that the Chief Executive Officer refuses the request and include the following matters:
 - i) details of the reasons of refusal; and
 - ii) set out the NACC's particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - iii) either:
 - a. set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the NACC would be willing to make; or
 - b. state that there are no such changes; and
 - state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the Fair Work Act 2009, the dispute resolution procedures outlined in section 65B and 65C of the Fair Work Act 2009.
- 28.9 Where the Chief Executive Officer approves the request, this will form an arrangement between the NACC and the employee. Each arrangement must be in writing and set out:

- security and work health and safety requirements;
- a review date (subject to clause 28.13); and
- the cost of establishment (if any).

28.10 The Chief Executive Officer may refuse to approve the request only if:

- the NACC has discussed the request with the employee; and
- the NACC 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
- the NACC and the employee have not reached such an agreement; and
- the NACC has had regard to the consequences of the refusal for the employee; and
- the refusal is on reasonable business grounds.

28.11 Reasonable business grounds include, but are not limited to:

- the new working arrangements requested would be too costly for the NACC;
- there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
- it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
- the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
- the new working arrangements requested would be likely to have a significant negative impact on customer service; and
- 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.

28.12 For First Nations employees, the NACC must consider connection to country and cultural obligation in responding to requests for altering the location of work.

28.13 Approved flexible working arrangements will be reviewed by the NACC 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

28.14 An employee may request to vary an approved flexible working arrangement in accordance with clause 28.6. An employee may request to pause or terminate an approved flexible working arrangement.

28.15 The Chief Executive Officer may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 28.17.

28.16 The NACC 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.

- 28.17 Prior to varying, pausing or terminating the arrangement under clause 28.15, the NACC must have:
- discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
 - 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);
 - had regard to the consequences of the variation, pause or termination for the employee;
 - ensured the variation, pause or termination is on reasonable business grounds; and
 - informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 28.8. 

Working from home

- 28.18 The NACC 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.
- 28.19 The NACC may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working at home arrangement.
- 28.20 An employee working at home is covered by the same employment conditions as an employee working at an office site under this Agreement.
- 28.21 The NACC will provide employees with guidance on working from home safely.
- 28.22 Employees will not be required by the NACC 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 NACC will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad-hoc arrangements

- 28.23 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.
- 28.24 Employees should, where practicable, make the request in writing and provide as much notice as possible.
- 28.25 Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 28.4 to 28.13.
- 28.26 The NACC 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.

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

Altering span of hours

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

29. Relocation assistance

- 29.1 Where an existing employee is required to relocate at the request of the NACC (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.
- 29.2 Where an employee is required to relocate on engagement to the NACC, the employee will be provided with financial relocation assistance.
- 29.3 Reasonable expenses associated with the relocation include:
- the cost of transport of the employee, dependants and partner by the most economical means;
 - removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
 - the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
 - the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
- 29.4 Additional relocation assistance may be considered by Chief Executive Officer discretion.

30. Recording Attendance

- 30.1 Employees are required to maintain a record of attendance including starting and finishing times, any breaks and leave, in the form approved by the Chief Executive Officer.

31. Flex time

- 31.1 Employees engaged at the APS 6 classification or below, and subject to your manager's agreement, may vary their working hours and accumulate flex time for duty performed in excess of ordinary hours. Ordinary hours must be worked within the bandwidth of 7:30am to 7:30 pm, unless otherwise agreed by the Chief Executive Officer.
- 31.2 Flex balance, or debit, is calculated fortnightly (settlement period) and employees may not carry a flex time credit of more than 37.5 hours or debit of more than 22.5 hours (or part-time equivalent hours) across settlement

periods. In exceptional circumstances, the Chief Executive Officer may approve payment, to an employee, of a flex balance in excess 37.5 hours at ordinary time rates.

- 31.3 Prior approval and reasonable notice are required for employees to take flex time of a day or more, and employees may take no more than five days consecutively. Excess debits may be deducted from salary. Employees may be required to revert to the hours of the Standard Day if there is an unsatisfactory pattern of attendance or if flex time provisions are not used appropriately.

32. Executive Level TOIL

- 32.1 Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
- 32.2 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 NACC.
- 32.3 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.
- 32.4 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.
- 32.5 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.
- 32.6 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.
- 32.7 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.

33. Travel time

- 33.1 Official domestic travel, wherever possible, should be undertaken during the standard bandwidth.
- 33.2 When an employee is required to undertake official domestic travel, time spent in transit may be recorded as standard hours, with flex time or TOIL to accrue in accordance with this Agreement. For the purposes of recording official domestic travel, the following calculations will apply:
- air travel – where work is not being performed prior to, or after the travel, the journey commences one hour prior to the time of departure and concludes one hour after arrival at the destination (airport).
 - vehicle – where work is not being performed prior to, or after the travel, the journey commences upon departure and concludes at the arrival of the destination (accommodation).

33.3 Where an employee is directed to undertake official travel on a weekend the employee may choose:

- to receive Flex time or TOIL calculated at the applicable overtime rates; or
- to receive payment (at single time).

33.4 Further information can be found in the NACC travel policy.

34. Overtime

34.1 Employees (excluding casuals) classified at APS 6 or below, are entitled to an overtime payment if directed to work:

- outside the bandwidth of 7:30am to 7:30pm from Monday to Friday
- within the bandwidth but more than the ordinary 7.5 hours in a day (or the number of hours formally rostered or stated in a part-time work agreement for the day)
- on a Saturday, Sunday or public holiday.

34.2 An employee may request to receive the equivalent time off instead of receiving payment for overtime. The amount of time off will be equivalent to the number of hours the employee would have received if payment was made.

34.3 Where an Executive Level employee is directed to work additional hours, they may be eligible for TOIL provisions. The Chief Executive Officer may authorise payment of overtime for a specific purpose or period in certain circumstances.

Table 3: Rate of overtime payment.

Day of Overtime	Rate of Payment
Monday to Saturday	Time and a half for the first three hours and double time after the first three hours
Sunday	Double time
Public Holidays – standard day	Time and a half (as Employees are already paid for the working day on a public holiday)
Public Holidays – outside standard day	Double time and a half

34.4 If the overtime is not continuous with ordinary hours of work, you will be paid a minimum of four hours at the relevant overtime rate. To determine whether overtime is continuous with ordinary hours of work, a meal period is to be disregarded.

34.5 Work will be considered overtime for an irregular or intermittent (casual) employee at APS 6 or below, with overtime to be paid in accordance with Table 3 and clause 34.4, where the employee is directed to perform work:

- outside the bandwidth of 7:30am to 7:30pm from Monday to Friday
- on a Saturday, Sunday or a public holiday, or
- in excess of 37.5 hours in a week.

- 34.6 The casual salary loading in clause 24.4 is not included for overtime payments.

Emergency Duty

- 34.7 Employees at the classification of APS 6 or below and are recalled to duty at a time or day not ordinarily worked, and not given notice of the requirement before the employee ceased previous duty, are entitled to Emergency Duty payments at double time for at least three hours, including travelling time. This does not apply to employees on Restriction Duty.

Rest relief after overtime

- 34.8 The employee will be allowed time off work after a period of overtime of eight consecutive hours plus reasonable travelling times.
- 34.9 Where an employee has not had at least eight consecutive hours off duty, plus reasonable travelling time, you will not be required to report for duty until eight hours has elapsed and will be paid your usual single time salary as if you commenced duty at 8.30 am (the commencement of a Standard Day or the relevant shift start time for shift workers).
- 34.10 Where an employee is directed to return to work before eight hours has elapsed, the employee is entitled to be paid at double time until the employee has an eight-hour break.

35. Restriction Duty

- 35.1 An employee may be formally directed in writing to be contactable and available for work outside their ordinary hours of duty. Employees classified at the APS 6 classification or below will be eligible for the following payment for the duration of the period restricted:

- 35.2 Period of restriction Allowance

	(% of your hourly rate of salary)
Monday to Friday	7.5%
Saturday or Sunday	10%
Public holiday	15%

- 35.3 Where an employee is recalled to duty, then the allowance no longer applies.
- 35.4 An employee on Restriction Duty and required to perform duty, the relevant overtime provisions will instead apply to the duty, subject to:
- if the employee is not recalled to a place of work to perform the duty - a one-hour minimum payment; and
 - if an employee is recalled to a place of work to perform the duty - a 3-hour minimum payment.
- 35.5 The Chief Executive Officer may authorise payment of a Restriction Allowance to Executive Level employees in exceptional circumstances.

36. Public Holidays

- 36.1 Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the *Fair Work Act 2009*:
- 1 January (New Year's Day);
 - 26 January (Australia Day);
 - Good Friday and the following Monday;
 - 25 April (Anzac Day);
 - 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);
 - 25 December (Christmas Day);
 - 26 December (Boxing Day); and
 - 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.
- 36.2 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.
- 36.3 The Chief Executive Officer 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.
- 36.4 The Chief Executive Officer 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.
- 36.5 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.
- 36.6 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.)
- 36.7 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 36.1. Shift workers will be paid in accordance with clause 26.14.
- 36.8 An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day

absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.

- 36.9 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 Chief Executive Officer may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or EL TOIL in recognition of the planned day off.

37. Christmas Closedown

- 37.1 Employees are entitled to time off for the three working days between Christmas and New Year's Day without loss of pay or leave.
- 37.2 If an employee is required to work during this period, the employee is entitled to equivalent time off at a time agreed between the employee and their manager. Time off should normally be taken as soon as possible after the shutdown.
- 37.3 Where an employee is unable to take the period of time off, the overtime provisions of the agreement will apply.

Leave

38. Portability of Leave

- 38.1 Where an employee moves into the NACC 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.
- 38.2 Where an employee is engaged in the NACC 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.
- 38.3 Where an employee is engaged as an ongoing employee in the NACC, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the NACC 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.
- 38.4 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 NACC 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.
- 38.5 Where an employee is engaged as an ongoing employee in the NACC, and immediately prior to the engagement the person was employed by a Commonwealth Government entity (other than in the Parliamentary Services which are covered in clause 38.2), the Chief Executive Officer will offer to

- recognise any unused accrued personal/carer's leave at the employee's request.
- 38.6 Where an employee is engaged as an ongoing employee in the NACC, and immediately prior to the engagement the person was employed by a State or Territory Government, the Chief Executive Officer may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
- 38.7 For the purposes of clauses 38.1 to 38.6, an employee with a break in service of less than 2 months is considered to have continuity of service.

39. Annual Leave

- 39.1 Employees (other than casual employees) are entitled to 4 weeks (20 days) paid annual leave per year of service, accruing daily, credited at least monthly. Annual leave for part-time employees accrues on a pro-rata basis.
- 39.2 Annual leave may be taken at half pay. However, unless approved by the Chief Executive Officer (or delegate), it may not be taken at half pay where the employee has an excess leave balance.
- 39.3 Where annual leave is cancelled or the employee is recalled to duty, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.
- 39.4 Employees will receive payment in lieu of any unused annual leave upon separation from the APS.

40. Annual leave excess

- 40.1 To assist in managing employee well-being, employees are encouraged to utilise their leave entitlements.
- 40.2 Where an employee accrues Annual Leave in excess of 40 days (pro-rata for part time) the employee and manager will discuss with their manager and make an agreement to take leave to reduce their leave balance below the maximum of 40 days (pro-rata for part time). Where no agreement is made, a manager may direct an employee to take a period of leave.
- 40.3 Excess leave will be managed in accordance with NACC enterprise agreement and *Leave policy*.

41. Annual Leave cash out

- 41.1 Employees who have accrued more than 20 days of annual leave credits, may apply to cash out any portion of the annual leave in excess of 20 days. To promote employee well-being, employees will need to have taken more than two weeks annual or long service leave in the preceding 12 months for any cash out to be approved.
- 41.2 Each cashing out of a particular amount of annual leave credit must be by a separate agreement in writing between the employee and Chief Executive Officer. The employee will be paid the full amount that would have been paid had the employee taken the leave at the time the payment is made.

- 41.3 When you separate from Australian Public Service employment, any unused annual leave is payable at your final rate of salary, including allowances in the nature of salary.

42. Purchased Leave

- 42.1 Employees may apply to purchase additional paid leave. Approval is subject to operational needs with further information contained in the NACC *Leave Policy*.

43. Personal Leave

Entitlement

- 43.1 18 days paid leave per annum (pro-rata for part-time employees).
43.2 Leave at half pay may be approved by the Chief Executive Officer.

Accrual

- 43.3 For an ongoing employee, 18 days personal/carer's leave will be credited upon the employee's commencement with the APS. In subsequent years, the employee's leave will accrue daily, credited at least monthly.
43.4 For a non-ongoing employee, the personal/carer's leave will be credited upon the employee's commencement with the NACC. 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.
43.5 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.

Usage

- 43.6 Personal/carer's leave to be used:
- due to personal illness or injury
 - to attend appointments with a registered health practitioner
 - to manage a chronic condition
 - to provide care or support for a family or household member or a person they have caring responsibilities for, because:
 - of a personal illness or injury affecting the other person
 - of an unexpected emergency affecting the other person.

Carers

- 43.7 A person that an employee has caring responsibilities for may include a person who needs care because they:
- have a medical condition, including when they are in hospital
 - have a mental illness

- have a disability
- are frail or aged
- are a child, not limited to a child of the employee.

Evidence

43.8 Evidence may be requested after:

- more than 3 consecutive days
- more than 8 days without evidence in a calendar year.
- Acceptable evidence includes:
 - a certificate from a registered health practitioner
 - a statutory declaration
 - another form of evidence approved by the Chief Executive Officer.

43.9 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.

44. Long Service Leave

44.1 An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.

44.2 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 45 of this Agreement.

45. Re-crediting of leave

45.1 When an employee is on:

- annual leave;
 - purchased leave;
 - defence reservist leave;
 - First Nations ceremonial leave;
 - NAIDOC leave;
 - cultural leave; or
 - long service leave; and
- becomes eligible for, under legislation or this agreement:
- personal/carers' leave; or
 - compassionate or bereavement leave; or
 - jury duty; or
 - emergency services leave; or
 - leave to attend to family and domestic violence circumstances; or
 - parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

- 45.2 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.
- 45.3 Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

46. Parental Leave

- 46.1 A Primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
- 46.2 An employee who is a primary caregiver or secondary caregiver is entitled to parental leave up until 24 months from the date of the child's birth or placement (parental leave period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend non-ongoing employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period and cannot switch roles for the purpose of accessing additional paid leave.
- 46.3 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.
- 46.4 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

- 46.5 An employee is entitled to parental leave with pay as per clauses 46.7 and 46.8 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.
- 46.6 Employees newly engaged or who have moved to the NACC from another APS agency are eligible for the paid parental leave in clauses 46.7 and 46.8 where such paid leave had not already been provided by another APS or Commonwealth employer in the 24 months since the child's date of birth or placement. If the paid leave used by the employee with the previous Commonwealth or APS employer is less than the limits specified in clauses 46.7 and 46.8 the balance is available to the employee.
- 46.7 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 4 below.

Table 4: 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

- 46.8 An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in Table 5 below.

Table 5: 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

- 46.9 **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.
- 46.10 **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.
- 46.11 **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

- 46.12 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:
- is under 16 as at the day (or expected day) of placement;

- 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
 - is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
- 46.13 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

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

Pregnancy loss leave

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

Premature birth leave

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

Transitional provisions

- 46.19 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 46.18 until after the legislated paid maternity leave is used.

47. Compassionate Leave

- 47.1 Employees will be eligible for 3 days paid compassionate leave on each occasion when:
- a member of their family, household or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or

- the employee or their spouse/partner has a miscarriage.
- 47.2 An employee may be asked to provide evidence to support their absences on compassionate leave.
- 47.3 Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.
- 47.4 For casual employees, compassionate leave is unpaid.

48. Bereavement Leave

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

49. Emergency Response Leave

- 49.1 In line with section 108 of the *Fair Work Act 2009*, an employee who engages in an eligible community service activity can get emergency response leave to volunteer for emergency management duties for:
- the time engaged in the activity;
 - reasonable travelling time; and
 - reasonable recovery time.
- 49.2 Full-time and part-time employees will be able to access 20 working days of paid emergency response leave per year if required. The Chief Executive Officer may provide additional emergency response leave with pay.
- For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 49.3 Paid leave may be refused where the employee's role is essential to the NACC's response to the emergency.
- 49.4 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.
- 49.5 The Chief Executive Officer may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 49.6 Emergency response leave, with or without pay, will count as service.

50. Jury Duty

- 50.1 Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
- 50.2 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. For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 50.3 The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- 50.4 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 NACC for the period of absence. This will be administered in accordance with the overpayments clause.

51. Leave to attend proceedings (witness leave)

- 51.1 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.
- 51.2 An employee who is not covered under clause 51.1, 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 NACC.
- 51.3 An employee may otherwise be granted paid or unpaid miscellaneous leave by the Chief Executive Officer 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.
- 51.4 The Chief Executive Officer 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.

52. Blood donation

- 52.1 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.
- 52.2 The employee must inform their supervisor in advance of when they will be away from work with their supervisor before donating blood, plasma or platelets.

53. Cultural, ceremonial & NAIDOC leave

NAIDOC leave

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

First Nations ceremonial leave

- 53.3 First Nations employees may access up to 6 days of paid leave over 2 years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.
- 53.4 The Chief Executive Officer may approve additional leave for cultural or ceremonial purposes as miscellaneous leave, with or without pay.
- 53.5 First Nations ceremonial Leave can be taken as part days.
- 53.6 First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

- 53.7 The Chief Executive Officer may grant up to 3 days of paid leave per annum for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.
- 53.8 The Chief Executive Officer may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 53.9 Cultural leave can be taken as part days.
- 53.10 For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under 53.4.

54. Defence Reservist Leave

- 54.1 The Chief Executive Officer will give an employee leave with or without pay to undertake:
- Australian Defence Force (ADF) Reserve and continuous and full-time service (CFTS); and
 - Australian Defence Force Cadet Force obligations.
- 54.2 An employee who is a Defence Reservist can take leave with pay for:
- up to 4 weeks (20 days) in each financial year (pro-rata for part time employees); and
 - an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part time employees).
- 54.3 Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.
- 54.4 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:
- Australian Navy Cadets;

- Australian Army Cadets; and
 - Australian Air Force Cadets.
- 54.5 In addition to the entitlement at clause 54.2, 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.
- 54.6 Paid defence reservist leave counts for service.
- 54.7 Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- 54.8 Unpaid leave taken over 6 months counts as service, except for annual leave.
- 54.9 An employee will not need to pay their tax free ADF Reserve salary to the NACC for any reason.

55. Defence Service Sick Leave

- 55.1 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:
- war-like service; or
 - non-war like service.
- 55.2 An eligible employee can get 2 types of credits:
- an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
 - i) they start employment with the APS; or
 - ii) DVA certifies the condition.
 - an annual credit of 3 weeks (15 days) defence service sick leave.
- 55.3 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.
- 55.4 Unused annual credits can be built up to 9 weeks.
- 55.5 An employee cannot use annual credits until the initial credit is exhausted.
- 55.6 Defence service sick leave is paid and counts as service for all purposes.

56. Miscellaneous Leave

- 56.1 You may apply for Miscellaneous Leave for a purpose not provided for under any other leave (including paid family and domestic violence leave for casual employees and following any Government directive). Miscellaneous leave may be approved with or without pay and the discretion for approval rests with the Chief Executive Officer. further information contained in the *NACC leave policy*.

Leave without pay – that counts as service

- 56.2 If you are absent on leave without pay for more than 30 calendar days in a calendar year you will not accrue annual and personal leave.

- 56.3 Leave without pay may be approved to count for service for the purposes of one or more of the following, Long Service Leave, Annual Leave and Personal Leave.
- 56.4 The Chief Executive Officer will determine if the period of leave without pay will count for service for these purposes.

Employee Support & workplace culture

57. Health & Well-being payment

- 57.1 The NACC is committed to the health and well-being of its employees. In accordance with the NACC's Health and Well-being Program, employees will be provided \$265 per financial year to support undertaking health and well-being initiatives. The amount will be adjusted using the annual increase in the All Groups (Australia) Consumer Price Index (CPI) to the June quarter as published by the Australian Bureau of Statistics (ABS). Further information is available in the *NACC Health and Wellbeing Policy*.

58. Vaccinations

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

59. Employee Assistance Program

- 59.1 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 NACC and will be accessible on paid time.

60. Respect at Work

Principles

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

- 60.3 The NACC will consult with employees and their unions and/or other representatives in developing, reviewing and evaluating approaches to

prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

61. Family & domestic violence support

- 61.1 The NACC will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
- 61.2 The NACC recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
- 61.3 Family and domestic violence support provisions, including paid leave, are available to all employees covered by this agreement.
- 61.4 An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- illness or injury affecting the employee resulting from family and domestic violence;
 - 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;
 - 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;
 - making arrangements for the employee's safety, or the safety of a close relative;
 - accessing alternative accommodation;
 - accessing police services;
 - attending court hearings;
 - attending counselling; and
 - attending appointments with medical, financial or legal professionals.
- 61.5 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.
- 61.6 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.
- 61.7 These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
- 61.8 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.
- 61.9 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.
- 61.10 Evidence may be requested to support the NACC 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 NACC will require, unless the employee chooses to provide another form of evidence.

- 61.11 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.
- 61.12 The NACC will take all reasonable measures to treat information relating to family and domestic violence confidentially. The NACC will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the NACC may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- 61.13 Where a NACC needs to disclose confidential information for purposes identified in clause 61.12, where it is possible the NACC will seek the employee's consent and take practical steps to minimize any associated safety risks for the employee and/or privacy breaches.
- 61.14 The NACC 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.
- 61.15 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.
- 61.16 The NACC 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.
- 61.17 Further information about leave and other support available to employees affected by family and domestic violence may be found in the *Family & Domestic Violence Support policy*.

62. Integrity in the APS

- 62.1 The NACC 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 NACC decisions.
- 62.2 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.
- 62.3 Employees can, during their ordinary work hours, take time to:
 - access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the NACC; and
 - attend NACC mandated training about integrity.

63. First nations cultural competency training

- 63.1 The Chief Executive Officer 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.
- 63.2 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.

64. Lactation & breastfeeding support

- 64.1 Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
- 64.2 The NACC will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 64.3. In considering whether a space is appropriate, the NACC should consider whether:
- there is access to refrigeration;
 - the space is lockable; and
 - there are facilities needed for expressing such as appropriate seating.
- 64.3 Where it is not practicable for a NACC site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
- 64.4 The NACC will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- 64.5 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.
- 64.6 Further information is available in policy.

65. Disaster support

- 65.1 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 Chief Executive Officer will consider flexible working arrangements to assist the employee to perform their work.
- 65.2 Where flexible working arrangements are not appropriate, the Chief Executive Officer 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.

- 65.3 In consider what period of leave is appropriate, the Chief Executive Officer will take into account the safety of the employee, their family and household and advice from local, State and Commonwealth authorities.

Performance and Development

66. Performance Management

- 66.1 You are required to perform with due care and diligence the duties directed by the Chief Executive Officer (or your managers), consistent with Commonwealth law.
- 66.2 You are required to participate in the NACC performance management program. Further information is available in the *NACC Performance Management Policy*.

67. Study Assistance

- 67.1 The NACC is committed to supporting employees for their professional development. The NACC may contribute up to 100% of costs associated for undertaking study that:
- Meets the capability needs of the NACC;
 - Meets the requirements of the individual and role being undertaken;
 - Can be met within the financial resources of the NACC;
 - Considers the work performance of the employee.
- 67.2 The NACC will may also provide leave to support undertaking study related activities such as online or face to face classes, examinations, or residential components.
- 67.3 Further information is available in the *NACC Study Assistance Policy*.

68. Workloads

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

Consultation, representation & disputes

69. Consultation and consultative committees

Principles

- 69.1 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.
- 69.2 The NACC recognises:
- the importance of inclusive and respectful consultative arrangements;
 - employees and the relevant union(s) should have a genuine opportunity to influence decisions;
 - the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on NACC policies may occur over at least 2 weeks, whereas a major change is likely to require a more extensive consultation process;
 - consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
 - the benefits of employee and union involvement and the right of employees to be represented by their union.
- 69.3 Genuine and effective consultation involves:
- providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
 - providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
 - considering feedback from employees and the relevant union(s) in the decision-making process; and
 - 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

- 69.4 Consultation is required in relation to:
- a. changes to work practices which materially alter how an employee carries out their work;
 - b. changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
 - c. major change that is likely to have a significant effect on employees;
 - d. implementation of decisions that significantly affect employees;
 - e. changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and

- f. other workplace matters that are likely to significantly or materially impact employees.
- 69.5 The NACC, 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 NACC. 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

- 69.6 This clause applies if the NACC:
- 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
 - proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

- 69.7 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.
- 69.8 The NACC must recognise the representative if:
- a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - the employee or employees advise the employer of the identity of the representative.

Major change

- 69.9 In this clause, a major change is likely to have a significant effect on employees if it results in, for example:
- the termination of the employment of employees; or
 - major change to the composition, operation, or size of the employer's workforce or to the skills required of employees; or
 - the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - the alteration of hours of work; or
 - the need to retrain employees; or
 - the need to relocate employees to another workplace; or
 - the restructuring of jobs.
- 69.10 The following additional consultation requirements in clause 69.11 to 69.16 apply to a proposal to introduce a major change referred to in clause 69.9.
- 69.11 Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 4769.5.

- 69.12 Where practicable, a NACC 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.
- 69.13 The NACC must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
- 69.14 As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 69.5 the NACC must:
- a) discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - the proposed change;
 - the effect the proposed change is likely to have on the employees; and
 - proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and

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

 - all relevant information about the proposed change, including the nature of the change proposed; and
 - information about the expected effects of the proposed change on the employees; and
 - any other matters likely to affect the employees.
- 69.15 The NACC 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.
- 69.16 However, the NACC is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
- 69.17 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 NACC, the requirements set out in clauses 69.11 to 69.15 are taken not to apply.

Change to regular roster or ordinary hours of work

- 69.18 The following additional consultation requirements in clause 69.19 to 69.22 apply to a proposal to introduce a change referred to in clause 69.4(e).
- 69.19 The NACC must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
- 69.20 As soon as practicable after proposing to introduce the change, the NACC must:
- discuss with employees and the relevant union(s) and/or other recognised representatives the proposed introduction of the change;
 - The proposed introduction of the change; and
 - for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:

- all relevant information about the proposed change, including the nature of the proposed change; and
 - information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - 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 NACC is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
- 69.21 The NACC 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

- 69.22 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.

NACC consultative committee

- 69.23 The Chief Executive Officer may establish a NACC consultative committee to discuss relevant workplace matters.
- 69.24 NACC consultative committee 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

- 69.25 The Chief Executive Officer 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.

70. Dispute Resolution

- 70.1 If a dispute relates to:
- a matter arising under the agreement; or
 - the National Employment Standards;
- this term sets out procedures to settle the dispute.
- 70.2 An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.
- 70.3 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.

- 70.4 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.
- 70.5 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 70.4 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 70.6 The Fair Work Commission may deal with the dispute in 2 stages:
- 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
 - if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - arbitrate the dispute; and
 - make a determination that is binding on the parties.

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

- 70.7 While the parties are attempting to resolve the dispute using the procedures in this term:
- an employee must continue to perform their work as they would normally in accordance with established custom and practice at the NACC that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and
 - subject to paragraph above, 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:
 - the work is not safe; or
 - applicable work health and safety legislation would not permit the work to be performed; or
 - the work is not appropriate for the employee to perform; or
 - there are other reasonable grounds for the employee to refuse to comply with the direction.
- 70.8 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
- 70.9 Any disputes arising under the Australian Commission for Law Enforcement Integrity Enterprise Agreement 2017-2020 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

- 70.10 Where the provisions of clauses 70.1 to 70.5 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 70.2, 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 70.5.

71. Delegate's rights

- 71.1 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 NACC.
- 71.2 The role of union delegates is to be respected and supported.
- 71.3 The NACC and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

- 71.4 The NACC respects the role of union delegates to:
- provide information, consult with and seek feedback from employees in the workplace-on-workplace matters;
 - consult with other delegates and union officials, and get advice and assistance from union officials;
 - represent the interests of members to the employer and industrial tribunals; and
 - represent members at relevant union forums, consultative committees or bargaining.
- 71.5 The NACC 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.
- 71.6 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.
- 71.7 To support the role of union delegates, the NACC will, subject to legislative and operational requirements, including privacy and security requirements:
- provide union delegates with reasonable access to NACC facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
 - advise union delegates and other union officials of the NACC facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
 - allow reasonable official union communication appropriate to the NACC 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 a NACC vetoing reasonable communications.

- provide access to new employees as part of induction; and
 - provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
- 71.8 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 NACC before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

Separation and Retention

72. Resignation

- 72.1 An employee may resign from their employment by giving the Chief Executive Officer at least 14 calendar days' notice.
- 72.2 At the instigation of the Chief Executive Officer, 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.
- 72.3 The Chief Executive Officer has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

73. Payment upon death

- 73.1 When an employee dies, or the Chief Executive Officer has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the Chief Executive Officer 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.

74. Redeployment, retraining, redundancy

Potentially Excess Employees

- 74.1 If you are an ongoing employee, and not on probation, you can be declared as an excess employee if:
- a) you are included in a group of employees comprising a greater number than is necessary for the efficient and economical working of NACC, or
 - b) your services cannot be effectively used because of technological or other changes to work methods or changes in the nature, extent or organisation of the functions of NACC, or
 - c) the duties you usually perform are to be performed at a different locality and:

- i) you are not willing to perform the duties at that locality, and
 - ii) the Chief Executive Officer decides that you are an excess employee.
- 74.2 Where 15 or more employees are likely to become excess, the Chief Executive Officer is required to comply with the relevant provisions of Division 2 of Part 3-6 of the *Fair Work Act 2009* (requirement to notify Centrelink and relevant employee associations).
- 74.3 If the Chief Executive Officer considers that you are likely to become an excess employee, you will be advised in writing at the earliest practicable time.
- 74.4 The Chief Executive Officer will discuss with you:
 - a) redeployment opportunities at or below your existing level
 - b) referral to career advisory services, and
 - c) whether voluntary retrenchment might be appropriate.
- 74.5 The Chief Executive Officer will also hold discussions with a representative if you choose to nominate one.
- 74.6 Before the discussions are over, the Chief Executive Officer may ask an employee who is not an excess employee to express interest in voluntary retrenchment if the retrenchment of that employee would permit the redeployment of another employee who is excess and would otherwise be subject to retrenchment.
- 74.7 During this initial consultation period of one month, unless you agree to a lesser period, the Chief Executive Officer will not invite you to accept an offer of voluntary retrenchment or advise you in writing you are excess.
- 74.8 If you are identified as an excess employee, the Chief Executive Officer will then advise you in writing and establish if you want to be offered voluntary retrenchment immediately or seek redeployment.

Invitation to accept Voluntary Retrenchment

- 74.9 The Chief Executive Officer may invite you to accept voluntary retrenchment if you have:
 - a) been advised that you are an excess employee, or
 - b) expressed an interest in voluntary retrenchment and the Chief Executive Officer is of the opinion that your retrenchment would permit the redeployment of another employee who is excess and would otherwise be subject to retrenchment.
- 74.10 The Chief Executive Officer must not invite you to accept voluntary retrenchment under clause 74.9 (b) unless:
 - a) an otherwise excess employee will be redeployed to perform duties that would otherwise have been performed by you, and
 - b) as a result, after expressing interest in voluntary retrenchment, you become an excess employee.
- 74.11 Where the Chief Executive Officer invites you to accept voluntary retrenchment you will have one month to elect to accept or reject the offer (the acceptance period). If, before the acceptance period, you accept the

offer and agree to waive the acceptance period, the Chief Executive Officer may give you notice of termination in accordance with section 29 of the PS Act.

- 74.12 During the acceptance period the Chief Executive Officer must provide you with the following information:
- a) the amount of severance pay, pay in lieu of notice and likely payment in lieu of leave credits
 - b) the amount of accumulated superannuation contributions
 - c) options open to you for superannuation
 - d) taxation rules applying to payments to the employee, and
 - e) the level of assistance (up to a maximum of \$750) available to you for financial advice.
- 74.13 If by end of the acceptance period (or earlier if you agree to waive the acceptance period) you accept the offer, the Chief Executive Officer may give you notice of termination in accordance with section 29 of the PS Act.
- 74.14 Only one offer of voluntary retrenchment is to be made to an employee.
- 74.15 If you do not accept or decline an offer of voluntary retrenchment by the end of the acceptance period, you are considered to have declined the offer.
- 74.16 If you decline, or are considered to decline, an offer of voluntary retrenchment, the Chief Executive Officer will offer to refer you to career advisory services and commence the retention period under Involuntary Retirement provisions.
- 74.17 If you accept an offer of voluntary retrenchment, the Chief Executive Officer may give you a notice of termination in accordance with section 29 of the PS Act. You will be given a period of 4 weeks' notice, or 5 weeks if you are over age 45 with at least 5 years of continuous service.
- 74.18 If you are retrenched within the notice period, you will receive payment in lieu of notice as set down in section 117 of the *Fair Work Act 2009* for the unexpired part of the notice period.

Severance Pay

- 74.19 If you accept an offer of voluntary retrenchment and the Chief Executive Officer terminates your employment under section 29 of the PS Act you are entitled to be paid a severance benefit equal to two weeks' salary for each completed year of service, plus a pro rata payment for completed months of service since your last completed year of service, subject to any minimum amount you are entitled to under the Fair Work Act and NES.
- 74.20 The minimum amount payable as a severance benefit is four weeks' salary and the maximum amount payable 48 weeks' salary.
- 74.21 Severance pay is calculated on a proportionate basis for any period of service when you worked part-time hours if you have less than 24 years of full-time service subject to any minimum amount you are entitled to under the NES.
- 74.22 Service for severance pay means service with:
- a) ACLEI or NACC

- b) the government as defined by section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*
- c) the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth has a controlling interest) that is recognised for long service leave purposes
- d) the Australian Defence Force
- e) the Australian Public Service immediately before deemed resignation under section 49 of the *Public Service Act 1922* (as in force on 17 November 1966) if the service has not previously been recognised for severance pay purposes
- f) in another organisation that is recognised for long service leave purposes if:
 - i) you were transferred from the Australian Public Service to the organisation with a transfer of a function, or
 - ii) you were engaged by the organisation on work within a function and appointed because of the transfer of the function to the Australian Public Service.

74.23 Earlier periods of service count if:

- a) there is no break between the periods of service, or
- b) there is a break between the periods of service of less than one month, and the break happened when an offer of employment with the new employer had been made and accepted by you before ceasing employment with the previous employer, or
- c) the earlier period of service was with the Australian Public Service and ceased because you were deemed to have resigned from the Australian Public Service on marriage under section 49 of the *Public Service Act 1922* (as in force on 17 November 1966).

74.24 A period of service does not count as service for severance pay purposes if it ceased for any of the following reasons:

- a) because you lacked, or had lost, an essential qualification for performing your duty
- b) because of non-performance, or unsatisfactory performance, of duties
- c) because of an inability to perform duties due to physical or mental incapacity
- d) failure to satisfactorily complete an entry level training course
- e) failure to meet a condition imposed under subsection 22(6) of the PS Act
- f) breach of the APS Code of Conduct
- g) under the *Public Service Act 1922* for a reason equivalent to a reason mentioned in clauses (a) to (f)
- h) through voluntary retirement at or above the minimum retirement age applicable to that employee
- i) with the payment of a redundancy benefit or similar payment or an employer financed retirement benefit
- j) any other ground prescribed under the *Public Service Regulations 1999*.

- 74.25 An absence from work that does not count as service for long service leave purposes does not count as service for severance pay purposes.

Rate of payment for severance benefit

- 74.26 In calculating severance pay, salary includes:

- a) either:
 - i) your full-time salary, adjusted on a proportionate basis for periods of part-time service, or
 - ii) the full-time salary of a higher position where you have performed duties at the higher level for a continuous period of at least one year immediately before you were given notice of retrenchment, adjusted on a proportionate basis for periods of part-time service, and
- b) other allowances in the nature of salary that were paid regularly and during annual leave, excluding allowances that were:
 - i) a reimbursement for expenses incurred, or
 - ii) a payment for disabilities associated with the performance of duty.

Election not to take a redundancy

- 74.27 If you seek redeployment you may request to be referred to career advisory services.
- 74.28 The Chief Executive Officer will take reasonable steps, consistent with the interests of the NACC's efficient administration, to transfer you to a suitable vacancy at the same level within the NACC.
- 74.29 If you are an excess employee and do not accept an offer of voluntary retrenchment, the Chief Executive Officer must not terminate your employment under section 29 of the PS Act without your consent until the following retention periods have elapsed:
- a) if you have at least 20 years' service or are aged 45 years or over - 13 months
 - b) if not - 7 months.
- 74.30 If you are entitled to a redundancy payment under the NES, the retention periods will be reduced by an amount equivalent to your redundancy entitlement under the NES.
- 74.31 The retention period starts on the earlier of:
- a) the day you were told in writing that you are an excess employee, or
 - b) the day the Chief Executive Officer invited you to accept voluntary retrenchment.
- 74.32 The retention period is extended by any period of certified sick leave taken during the retention period.

Redeployment during the Retention Period

- 74.33 During the retention period, the Chief Executive Officer will take all reasonable steps, consistent with the interests of the NACC's efficient

administration, to find you alternative employment, including options such as reduction in classification.

- 74.34 The Chief Executive Officer may re-assign you to a job at a lower classification with four weeks' notice. Where this occurs before the end of your retention period, you will receive income maintenance to maintain your salary at the previous higher level for the balance of the retention period.
- 74.35 If during the retention period you apply for an advertised vacancy in the NACC at your current classification level or lower, you are entitled to be considered in isolation from, and not in competition with, an applicant who is not an excess employee. You will also be eligible for reasonable leave with full pay and to seek reasonable travel and incidental expenses, not met by the prospective employer, to attend an employment interview.
- 74.36 Where you are required to move household to a new locality because of an ongoing assignment to duties within a classification group the same as, or lower than, your approved classification before the assignment, you will be entitled to reasonable expenses.

Voluntary Retrenchment during retention period

74.37 If you:

- a) have been notified that you are excess, and
- b) have not permanently been redeployed to a suitable position within 3 months, and
- c) you have not previously been invited to accept voluntary retrenchment,

the Chief Executive Officer will, as soon as possible after the end of the 3-month period, invite you to accept voluntary retrenchment.

74.38 Where the Chief Executive Officer is satisfied that there is insufficient productive work available for you within the NACC during the remainder of the retention period and that there are no reasonable redeployment prospects in the APS:

- a) the Chief Executive Officer may, with your agreement, terminate your employment under section 29 of the PS Act, and
- b) upon termination, you will be paid a lump sum comprising:
 - i) the balance of the retention period (as shortened for the NES), and this payment will be taken to include the payment in lieu of notice of termination of employment, plus
 - ii) your NES entitlement to redundancy pay.

Involuntary termination

74.39 Subject to the consultation process under this Schedule, the Chief Executive Officer may terminate, in accordance with section 29 of the PS Act, your employment at the end of the retention period without your consent.

74.40 Your employment will not be terminated if you:

- a) have not been invited to accept an offer of voluntary retrenchment, or
- b) have elected to be voluntarily retrenched but the Chief Executive Officer has refused to approve it.

- 74.41 As an excess employee you will be given four weeks' notice (or five weeks' notice if you are over 45 years of age with at least five years' service) where it is proposed that your employment will be involuntarily terminated under section 29 of the PS Act. This notice period will, as far as practicable, be concurrent with the retention period.
- 74.42 This Schedule does not prevent the reduction in classification, or the termination of your employment, because of a breach of the Code of Conduct, physical or mental incapacity, unsatisfactory performance of, or non-performance of, duties, loss of an essential qualification or any other ground for termination of employment prescribed by the *Public Service Regulations 2023*.

Termination of Employment: Review Mechanism

- 74.43 In the event of termination of your employment, your sole rights and remedies are those under:
- a) The *Fair Work Act 2009*.
 - b) other Commonwealth laws (including the Constitution), and
 - c) common law.
- 74.44 In particular, termination of employment, or a decision to terminate employment, cannot be reviewed under the procedures for dispute resolution in this Agreement.
- 74.45 Nothing in this Agreement prevents the Chief Executive Officer from terminating an employee's employment without notice or payment in lieu of notice for serious misconduct in accordance with paragraph 123(1)(b) of the *Fair Work Act 2009*, subject to the Chief Executive Officer's procedures for determining whether the employee has breached the APS Code of Conduct under subsection 15(3) of the PS Act.

Appendix A – NACC Salaries

Classification	Pay points	Salary on 17 August 2023	Salary on 14 March 2024	Salary on 13 March 2025	Salary on 12 March 2026
APS Level 1	APS 1.1	\$51,663	Removed duplicate pay point		
	APS 1.2	\$51,663	\$53,730	\$55,772	\$57,668
	APS 1.3	\$53,236	\$55,365	\$57,469	\$59,423
	APS 1.4	\$54,983	\$57,182	\$59,355	\$61,373
APS Level 2	APS 2.1	\$56,304	\$58,556	\$60,781	\$62,848
	APS 2.2	\$58,344	\$60,678	\$62,984	\$65,125
	APS 2.3	\$60,389	\$62,805	\$65,192	\$67,409
	APS 2.4	\$62,433	\$64,930	\$67,397	\$69,688
APS Level 3	APS 3.1	\$64,129	\$66,694	\$69,228	\$71,582
	APS 3.2	\$65,822	\$68,455	\$71,056	\$73,472
	APS 3.3	\$67,519	\$70,220	\$72,888	\$75,366
	APS 3.4	\$69,214	\$71,983	\$74,718	\$77,258
APS Level 4	APS 4.1	\$71,470	\$74,329	\$77,154	\$79,777
	APS 4.2	\$73,516	\$76,457	\$79,362	\$82,060
	APS 4.3	\$75,559	\$78,581	\$81,567	\$84,340
	APS 4.4	\$77,604	\$80,708	\$83,775	\$86,623
APS Level 5	APS 5.1	\$79,719	\$82,908	\$86,059	\$88,985
	APS 5.2	\$81,321	\$84,574	\$87,788	\$90,773
	APS 5.3	\$83,064	\$86,387	\$89,670	\$92,719
	APS 5.4	\$84,532	\$87,913	\$91,809	\$94,931
	APS 5.5	New increment for pay fragmentation			\$96,829
APS Level 6	APS 6.1	\$86,097	\$90,199	\$94,563	\$99,734
	APS 6.2	\$90,367	\$93,982	\$97,553	\$102,684
	APS 6.3	\$94,636	\$98,421	\$102,161	\$105,634
	APS 6.4	\$98,904	\$102,860	\$106,769	\$110,399

OFFICIAL

	APS 6.5	New increment for pay fragmentation			\$111,701
EL1	EL 1.1	\$109,816	\$114,209	\$118,549	\$122,580
	EL 1.2	\$115,725	\$120,354	\$124,927	\$129,175
	EL 1.3	\$121,634	\$126,499	\$131,306	\$135,770
	EL 1.4	\$127,545	\$132,647	\$137,688	\$142,369
	EL 1.5	\$133,453	\$138,791	\$144,065	\$148,963
EL2	EL 2.1	\$135,002	\$140,402	\$145,737	\$150,692
	EL 2.2	\$140,706	\$146,334	\$151,895	\$157,059
	EL 2.3	\$146,413	\$152,270	\$158,056	\$163,430
	EL 2.4	\$152,120	\$158,205	\$164,217	\$169,800

Undertakings pursuant to section 190 of the *Fair Work Act 2009 (Cth)*
National Anti-Corruption Commission Enterprise Agreement 2024-2027

Part-Time:

For the purposes of clauses 26.7-26.10 of the Agreement, the part-time work agreement setting out an employee's agreed part time hours will be issued before the part-time arrangement commences and will include:

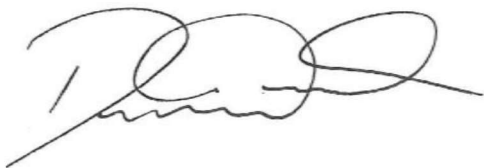
- a. the ordinary hours the employee will work each week; and
- b. the pattern of hours to be worked, including starting and finishing times for employees other than shift workers, on each or any day of the week, within the bandwidth. The pattern of hours will provide for no less than three hours per day, or an alternative period agreed.

Higher Duties:

If, during a four-week settlement period, an APS employee temporarily occupies a role acting at a higher classification level for which they are not entitled to receive higher duties allowance, the agency will:

- a. at the end of that settlement period, conduct a reconciliation between the amount the employee would have been entitled to be paid under the *Australian Public Service Enterprise Award 2015* (APS Award) and the amount they are entitled to under the Agreement for that period; and
- b. if there is any shortfall between the amount the employee is entitled to be paid under the Agreement and the amount that would have been paid to the employee under the APS Award, pay the employee the amount of that shortfall plus \$5.00 in the next pay period.

Signed for and on behalf of the National Anti-Corruption Commission:



David Swan
Director People and Culture
National Anti-Corruption Commission
GPO Box 605 Canberra ACT 2601

14 March 2024