



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

National Blood Authority
(AG2016/2035)

NATIONAL BLOOD AUTHORITY ENTERPRISE AGREEMENT 2015 - 2018

Australian Capital Territory

COMMISSIONER LEE

MELBOURNE, 12 JANUARY 2016

Application for approval of the National Blood Authority Enterprise Agreement 2015 - 2018.

[1] An application has been made for approval of an enterprise agreement known as the *National Blood Authority Enterprise Agreement 2015 - 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the National Blood Authority. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Community and Public Sector Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 19 January 2016. The nominal expiry date of the Agreement is 18 January 2019.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<Price code G, AE417397 PR575978>



NATIONAL BLOOD AUTHORITY
AUSTRALIA

National Blood Authority Enterprise Agreement 2015 – 2018

Contents

Part A Scope of the Agreement	4
A1 Duration	4
A2 Coverage of the Agreement	4
A3 Operation	4
A4 Delegations	4
A5 Definitions	4
A6 Relationship to other Awards, Agreements and Legislation	5
Part B. Supporting a Fair, Safe and Healthy Workplace	7
B1 Employee Assistance Program	7
B2 Influenza Vaccinations	7
B3 Healthy Lifestyle Assistance	7
B4 Staff Participation Forum	7
Part C. Remuneration	8
C1 Classification Structure and Salary	8
C2 Salary packaging	9
C3 Employer Superannuation Contributions	9
C4 Salary on Movement	9
C5 Allowances and Reimbursements	9
C5 Casual loading	10
Part D. Balancing work and personal life	11
D1 Hours and Place of work	11
D2 Flexible working arrangements	11
D3 Christmas Closedown	13
D4 Public holidays	13
D5 Leave	15
Part E. Working Productively	19
E1 Individual Productivity (Performance and Development Scheme)	19
E3 Professional Development	19
E4 Recognition and Retention	19
E5 Salary advancement	19
E6 Addressing Underperformance	20
Part F. Workplace Participation, Fair Treatment and Review Mechanisms	21
F1 Employee Representation	21
F2 Resolution of Agreement disputes	21

F3	Consultation on Major Changes	22
Part G. Separation from the Australian Public Service		24
G1	Resignation	24
G2	Death of an Employee	24
G3	Redeployment, Reduction and Retrenchment (RRR)	24

Part A Scope of the Agreement

A1 Duration

1. This Agreement will commence operation seven [7] days after it is approved by the Fair Work Commission and has a nominal expiry date three [3] years after commencement.

A2 Coverage of the Agreement

2. This Agreement is made between the Agency Head of the NBA on behalf of the Commonwealth and all non-SES NBA employees.

A3 Operation

3. This Agreement is made under section 172 of the *Fair Work Act 2009*. Reference to any legislation in this Agreement is a reference to legislation as amended or replaced from time to time.
4. This Agreement is a principle-based Agreement that references guidelines and procedures which provide further explanation of the terms and conditions that apply to employees whilst working in the NBA. These guidelines/policies do not form part of this Agreement and may be varied from time to time. A guideline/policy will apply in the form it is in at the time when a particular decision is made or action taken. If there is any inconsistency between the guidelines/policies and the express terms of this Agreement, the express terms of the Agreement prevail.

A4 Delegations

5. The Agency Head may delegate all or any powers and functions under this Agreement, including this power of delegation and may make any such delegation subject to specific conditions.

A5 Definitions

Agency Head	means the Agency Head of the NBA and includes any delegate of the Agency Head.
APS employee	has the same meaning as the <i>Public Service Act 1999</i>
Casual employee	means a non-SES employee employed for duties that are irregular and intermittent, recording worked hours by timesheets.
Employee	means a non-SES employee employed in the National Blood Authority under the <i>Public Service Act 1999</i> .
FW Act	means the <i>Fair Work Act 2009</i> .
Higher Duties	means the temporary assignment of duties at a higher classification level.
Immediate family	<p>the following are members of an employee's immediate family:</p> <p>A spouse (whether same sex or not); child; parent; grandparent; grandchild or sibling of the employee or a spouse of the employee. A spouse includes a former spouse, a de facto spouse and a former de facto spouse (whether the same sex or not). An immediate family member may also include, in a particular case, a person determined by the Agency Head to be a member of the employee's immediate family.</p>

Long term casual	considered to be an employee who at a particular time if, at that time: <ul style="list-style-type: none"> a. the employee is a casual employee; and b. the employee has been employed by the employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months.
Manager	means an employee who has operational responsibility for managing other NBA employees.
Medical evidence	means a medical certificate from a registered health practitioner or, if it is not reasonably practicable for the employee to provide such a medical certificate, a statutory declaration made by the employee.
NBA	means the National Blood Authority as established by the <i>National Blood Authority Act 2003</i> .
NES	National Employment Standards as defined by the <i>Fair Work Act 2009</i> .
Parliamentary Service	refers to employment under the <i>Parliamentary Service Act 1999</i>
Place of work	means the place where the employee ordinarily performs duty, which is a NBA workplace.
On call employee	any APS1-EL1 level employee inclusive who is required to attend to issues or to attend the workplace outside of their ordinary hours.
PS Act	means the <i>Public Service Act 1999</i> .
Qualifying service	means service that is recognised for redundancy pay purposes
Salary	an employee's base rate of pay set out in section C1 of this Agreement will be the employee's salary for all purposes, including superannuation (subject to relevant superannuation scheme rules), overtime, severance and termination. Participation in salary sacrifice or purchased leave arrangements will not affect salary for these purposes.
SES	means the Senior Executive Service as defined in the PS Act.
SPF	means the Staff Participation Forum.

A6 Relationship to other Awards, Agreements and Legislation

6. This Agreement states the terms and conditions of employment of the employees covered by this Agreement in addition to other terms and conditions applying under a relevant Commonwealth law or implied at common law.
7. It is acknowledged that employment in the NBA is subject to the provisions of various Acts (including regulations, directions, rules or instruments made under those Acts) as in force from time to time, including, but not limited to:
 - > *Age Discrimination Act 2004*
 - > *Australian Public Service Award 2015*
 - > *Australian Human Rights Commission Act 1986*
 - > *Defence Reserve Service (Protection) Act 2001*
 - > *Disability Discrimination Act 1992*
 - > *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*
 - > *Fair Work Act 2009*

- > *Long Service Leave (Commonwealth Employees) Act 1976*
- > *Maternity Leave (Commonwealth Employees) Act 1973*
- > *Military Rehabilitation and Compensation Act 2004*
- > *Paid Parental Leave Act 2010*
- > *Privacy Act 1988*
- > *Public Interest Disclosure Act 2013*
- > *Public Service Act 1999*
- > *Racial Discrimination Act 1975*
- > *Safety, Rehabilitation and Compensation Act 1988*
- > *Sex Discrimination Act 2001*
- > *Superannuation (PSSAP) Trust Deed*
- > *Superannuation Act 1976*
- > *Superannuation Act 1990*
- > *Superannuation Act 2005*
- > *Veteran's Entitlements Act 1986*
- > *Work Health and Safety Act 2011*

Part B. Supporting a Fair, Safe and Healthy Workplace

B1 Employee Assistance Program

8. The NBA will provide a confidential and professional counselling service to employees to promote the general wellbeing of employees and to help them resolve work-related or personal problems.

B2 Influenza Vaccinations

9. Annual influenza vaccinations will be available to employees and their immediate families on a voluntary basis. The cost of such vaccinations to employees and immediate family will be met by the NBA.

B3 Healthy Lifestyle Assistance

10. After a minimum period of six [6] months' continuous service with the NBA, an employee may claim a set amount for costs incurred on approved healthy lifestyle initiatives. For more information, employees can consult the Health and Fitness Promotion Policy available on the intranet.

B4 Staff Participation Forum

11. In addition to the consultation clauses at F3, the SPF will continue to act as a consultative body of management and nominated representatives of employees responsible for cooperatively discussing and developing clear advice to the Agency Head on specific issues, policies and/or procedures.

Part C. Remuneration

C1 Classification Structure and Salary

12. The following table sets out salary rates that will apply over the life of the Agreement. The Legal classifications are local titles and only apply to specifically designated Legal positions.
13. The Legal 1 classification is a broadbanded classification and movement through the classification is subject to clauses 21 – 23.

Classification	Increment point	2% on commencement	2% 12 months after commencement	2% 24 months after commencement
APS1	1	\$42,283	\$43,129	\$43,991
	2	\$43,794	\$44,670	\$45,563
	3	\$45,293	\$46,199	\$47,123
	4	\$47,502	\$48,452	\$49,422
APS2	1	\$49,435	\$50,424	\$51,433
	2	\$50,919	\$51,938	\$52,977
	3	\$52,447	\$53,496	\$54,566
	4	\$53,946	\$55,025	\$56,125
APS3	1	\$57,128	\$58,271	\$59,436
	2	\$58,747	\$59,922	\$61,120
	3	\$60,450	\$61,659	\$62,892
	4	\$63,325	\$64,591	\$65,883
APS4	1	\$64,725	\$66,020	\$67,340
	2	\$66,506	\$67,836	\$69,193
	3	\$68,392	\$69,760	\$71,155
APS5	1	\$70,399	\$71,807	\$73,244
	2	\$72,312	\$73,758	\$75,233
	3	\$74,303	\$75,789	\$77,305
APS6	1	\$77,662	\$79,215	\$80,799
	2	\$81,428	\$83,056	\$84,717
	3	\$85,696	\$87,410	\$89,158
	4	\$87,613	\$89,365	\$91,152
EL1	1	\$95,853	\$97,771	\$99,726
	2	\$99,590	\$101,582	\$103,613
	3	\$104,542	\$106,633	\$108,765
	4	\$108,867	\$111,044	\$113,265
EL2	1	\$113,911	\$116,189	\$118,513
	2	\$124,193	\$126,677	\$129,211
	3	\$128,339	\$130,906	\$133,524
Legal 1	APS 3	\$62,896	\$64,154	\$65,437
	APS 4	\$67,391	\$68,739	\$70,114
	APS 5	\$71,882	\$73,320	\$74,787
	APS 6.1	\$76,365	\$77,893	\$79,451
	APS 6.2	\$80,871	\$82,488	\$84,138
	APS 6.3	\$85,367	\$87,074	\$88,816
	EL1.1	\$95,439	\$97,348	\$99,295
	EL1.2	\$104,829	\$106,926	\$109,065
	EL1.3	\$115,553	\$117,864	\$120,221
Legal 2	EL2.1	\$124,298	\$126,784	\$129,320
	EL2.2	\$131,607	\$134,239	\$136,923
	EL2.3	\$135,760	\$138,475	\$141,245

C2 Salary packaging

14. Employees are able to package up to 100 per cent of their annual salary made to salary packaging subject to relevant legislation. Please refer to the Salary Packaging policy for further information.
15. Any costs including fringe benefits tax incurred by an individual employee as a result of his or her salary packaging arrangement will be met by the employee as a component of the salary packaging arrangement.

C3 Employer Superannuation Contributions

16. The Agency will make compulsory employer contributions as required by the applicable legislation and fund requirements.
17. The PSS Accumulation Plan (PSSap) employer contribution will not be less than 15.4 per cent. Where an employee has chosen an accumulation superannuation fund other than the PSSap, the employer contribution will be the same percentage of the fortnightly superannuation contribution salary as that required for employees who are members of PSSap. This will not be reduced by any other contributions made through salary sacrifice arrangements. This clause does not apply where a superannuation fund cannot accept employer superannuation contributions (e.g. unable to accept contributions for people aged over 75).
18. Employer superannuation contributions will not be paid on behalf of employees during periods of unpaid leave that do not count as service, unless otherwise required under legislation.
19. The Agency Head may choose to limit superannuation choice to complying superannuation funds that allow employee and/or employer contributions to be paid through fortnightly electronic funds transfer using a file generated by the NBA's payroll system.

C4 Salary on Movement

20. The Agency Head will determine salary on movement when an employee moves to or within the NBA.
21. Movement between classifications within the Legal 1 broadband may only occur if:
 - a. there is sufficient work is available at the higher classification level;
 - b. the employee has gained the necessary skill and proficiencies to perform duties in accordance with the work level standards for that classification;
 - c. the employee is rated as performing well or performing exceptionally in accordance with Clauses 111 – 116.
22. The provisions of clause 21 do not affect the temporary assignment of duties at a higher classification.
23. Where an employee has moved between classifications within a Broadband in accordance with Clause 21, the employee will be advised of their new classification.

C5 Allowances and Reimbursements

Higher Duties Allowance

24. When an employee is asked and agrees to perform the duties of a position at a higher classification than their substantive level for five [5] or more consecutive working days, they will be remunerated according to a decision by the Agency Head having regard to the individual skills, experience and qualifications of the employee. The employee will be remunerated according to a rate determined by the Agency Head, in consultation with the employee.

Work Related Expenses

25. The Agency Head may approve reimbursement of reasonable expenses associated with an employee's performance of their duties.

Workplace Responsibility Allowance

26. A Workplace Responsibility Allowance of \$25 per fortnight will be paid during the life of this Agreement when an employee possesses the relevant training/qualification and performs duties of any of the following:
- a. First Aid Officer; or
 - b. Fire Warden; or
 - c. Workplace Harassment Contact Officer; or
 - d. Staff Health and Safety Representative.
27. Any employee who holds multiple roles will be limited to receiving a maximum of \$25 per fortnight for performing the duties of clause 26 a - d.

Restricted On-call Allowance

28. A restricted on-call allowance will be paid to any APS1-EL1 level (inclusive) employee who is a restricted on-call employee. For more information, please consult the relevant policy.

Travel Allowance

29. Travel allowance will be payable to employees who travel on NBA business. Detailed information is provided in the *Domestic and International Travel Policy*.

C5 Casual loading

30. A casual employee will be paid a 20 per cent loading in lieu of paid leave entitlements (except Long Service Leave).

Part D. Balancing work and personal life

D1 Hours and Place of work

31. The ordinary hours of work for salary and leave calculations are 7 hours and 30 minutes per day. This is a total of 37 hours and 30 minutes per week or 75 hours per two week settlement period.
32. Standard hours of work are 8.30am to 12.30pm and 1.30pm to 5:00pm, Monday to Friday.
33. Hours of work are to be performed within a bandwidth of 7:00am to 7:00pm, Monday to Friday.
34. The maximum hours of working without a break is five [5] hours, after which a minimum of a complete 30 minutes break from work is required. The 30 minute break is to be deducted from the employee's daily work hours.
35. Where an employee has been required by their manager to work additional hours due to operational requirements, they will be provided with access to accrued flex credits or time off in lieu as soon as practicable.

D2 Flexible working arrangements

36. An employee may request flexible working arrangements in accordance with section 65 of the FW Act.

Individual Flexibility Arrangement

37. An Agency Head and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this agreement if:
 - a. the arrangement 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, and/or
 - vi. leave; and
 - b. the arrangement meets the genuine needs of the Agency and employee in relation to one or more of the matters mentioned in paragraph (a); and
 - c. the arrangement is genuinely agreed to by the Agency Head and employee.
38. The Agency Head must ensure that the terms of the individual flexibility arrangement:
 - a. are about permitted matters under section 172 of the FW Act; and
 - b. are not unlawful terms under section 194 of the FW Act; and
 - c. result in the employee being better off overall than the employee would be if no arrangement was made.

39. The Agency Head must ensure that the individual flexibility arrangement:
- a. is in writing; and
 - b. includes the name of the employer and employee; and
 - c. is signed by the Agency Head and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d. includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement, and
 - ii. how the arrangement will vary the effect of the terms, and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement, and
 - e. states the day on which the arrangement commences and, where applicable, when the arrangement ceases.
40. The Agency Head must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
41. The Agency Head or employee may terminate the individual flexibility arrangement:
- a. by giving no more than 28 days written notice to the other party to the arrangement; or
 - b. if the Agency Head and employee agree in writing at any time.

Working Patterns

42. The pattern of hours by which employees meet their ordinary hours of duty is a matter for agreement and documentation between the manager and employee subject to operational requirements. In reaching this agreement, employees may wish to consider the *Working Hours (includes Flex-time, Overtime and Time Off in Lieu)* policy available on the intranet.

Flex time

43. APS classified employees are to record flex-time as a minute-for-minute account for working time. The utilisation of flex-time, is to be undertaken and agreed in the context of Part D of this agreement.
44. The maximum flex credit carry-over is 15 hours and the maximum flex debit carry-over is 10 hours per settlement period unless an alternative working arrangement is agreed by all parties.
45. Executive Level arrangements are based on outcomes rather than minute for minute accountability. Where an Executive Level employee has worked more than their ordinary hours of duty, they may be provided with additional time off in recognition of their contribution, including whole days. Please refer to the *Working Hours (includes Flex-time, Overtime and Time Off in Lieu)* policy for more information.
46. The ordinary hours of work for flex time calculations are 7 hours 30 minutes per day. A total of 37 hours 30 minutes per week or 75 hours per two [2] week settlement period must be worked within the bandwidth. During the week, days where employees are not actually at work (for example, public holidays, periods of approved leave, excluding flex time), employees will record 7 hours 30 minutes a day on their flex sheet for the purposes of calculating hours worked within a settlement period.

47. Nothing in this provision prevents the Agency Head from reverting an employee to standard hours of work where an employee fails to maintain a satisfactory pattern of attendance, as per clause 28.

Part-time work

48. Remuneration and other entitlements for a part-time employee, including leave, will be calculated on a pro-rata full-time equivalent basis with 7 hours 30 minutes per day considered the full-time equivalent.

Working from home

49. The Agency Head, on the advice of the Manager, may agree to an employee working from home on a basis negotiated in advance or to support business priorities.

Overtime

50. Flexible working provisions or flex time provisions will generally be used to recognise work in excess of normal agreed working patterns.
51. Time in lieu (TOIL) may be provided to EL1 and EL2 classified employees at their manager's discretion. TOIL cannot provide entitlements that are similar to a flex time scheme. TOIL is the preferred form of recompense for overtime for EL1 and EL2 classified employees.
52. Where it is impractical for APS classified employees to access flex time within a reasonable timeframe, the Manager will seek the authorisation of the Agency Head to pay overtime. This payment will only apply to employees at the APS 6 level and below. The following overtime rates will apply:
- a. Monday to Saturday: time and a half;
 - b. Sunday: double time; and
 - c. Public holidays: double time and a half.
53. Where overtime is performed on a weekend, recompense for a minimum period of three [3] hours will apply.

D3 Christmas Closedown

54. The Agency will close its normal operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day.
55. Employees will be provided with time off for the working days between Christmas and New Year's Day and will be paid in accordance with their ordinary hours of work. Where an employee is absent on leave, payment for the Christmas closedown provision will be in accordance with the entitlement for that form of leave (e.g. if on long service leave half pay, payment is on half pay).
56. There will be no deduction from Annual or Personal/Carer's leave credits from the closedown days.

D4 Public holidays

57. An employee is entitled to Public Holidays in accordance with section 115 of the FW Act.
- a. Where a public holiday falls during a period when an employee is absent on leave (other than Annual or paid Personal/Carer's leave) there is no entitlement to receive payment as a public holiday. Payment for that day would be in accordance with the entitlement for that form of leave (e.g. if on long service leave on half pay, payment is on half pay).

Substitution arrangements:

58. The Agency Head 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.

D5 Leave

Portability of Leave

59. Where an employee moves (including on promotion or for an agreed period) from another agency where they were an ongoing APS employee, the employee's unused accrued Annual leave and Personal/Carer's leave (however described) will be recognised, provided there is no break in continuity of service.
60. Where an employee is engaged as either an ongoing or non-ongoing APS employee immediately following a period of ongoing employment in the Parliamentary Service or the ACT Government Service, the employee's unused accrued Annual leave and Personal/Carer's leave (however described) will be recognised.

Portability of leave – former non-ongoing employees

61. Where a person is engaged as an ongoing employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee, the Agency Head may, at the employee's request, recognise any accrued Annual leave and Personal/Carer's leave (however described), provided there is no break in continuity of service. Any recognised Annual leave excludes any accrued leave paid out on separation.

Annual Leave

62. The Agency Head may allow an employee to take annual leave where a sufficient level of accrued annual leave is available. Approval of an application for annual leave will not be unreasonably withheld.
63. Where possible, annual leave is to be applied for in advance.
64. Employees are entitled to 20 days of paid annual leave per annum. Annual leave accrues progressively and is cumulative.
65. Annual leave is available at half pay, where an employee will be entitled to twice as much leave when taken at half pay.
66. Part-time employees accrue annual leave progressively on a pro-rata basis.
67. An employee may, by agreement with the Agency Head in writing, elect to forgo an entitlement to take an amount of annual leave credits and to take pay in lieu of annual leave where the employee's annual leave credits would exceed 50 working days at 1 January in any year, provided:
 - a. the employee has taken at least 10 working days' annual leave in the preceding 12 months; and
 - b. they would have at least 20 days' annual leave credits remaining.

The employee will be paid salary as if the employee took the leave.

68. Accrued annual leave is paid in lieu to an employee on separation from the APS or PS Act employment.

Purchased Leave

69. The Agency Head may approve an employee's request to purchase up to four [4] weeks of additional leave per calendar year.
70. Salary deductions for purchased leave will be made from the employee's gross salary. Purchased leave deductions do not affect salary for superannuation purposes.
71. Purchased leave will count as service for all purposes.

Personal/Carer's Leave

72. An employee may take paid Personal/Carer's leave if:
 - a. the employee is not fit for work because of a personal illness, or personal injury; or
 - b. the employee is to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - > a personal illness, or personal injury, affecting the member; or
 - > an unexpected emergency affecting the member.
73. An employee is entitled to 18 days of paid personal/carers leave per annum. This will be pro-rata for part-time employees.
74. Personal/Carer's leave accrues progressively and may be accessed as it accrues. Part-time employees will accrue their entitlement to personal leave on a pro-rata basis.
75. The Agency Head may, at any time, request that the employee produces satisfactory medical evidence to support a leave application. Medical evidence must be provided for any absence in excess of four [4] consecutive working days or where the employee's Manager believes there is a regular pattern of inappropriate short term personal leave.
76. The Agency Head may approve the conversion of an employee's accumulated personal leave credits to half pay for a specified absence. Where an employee will be entitled to twice as much leave when taken at half pay.
77. An employee is not entitled to take paid leave for a period during which the employee is absent from work because of a personal illness, or injury, for which the employee is receiving workers' compensation payments.
78. The Agency Head may grant Personal/Carer's leave without pay where the employee is ill or injured and has no available Personal/Carer's leave credits.

Maternity Leave

79. Employees who are pregnant, or who have given birth, are covered by the provisions of the *Maternity Leave (Commonwealth Employees) Act 1973* (ML Act).
80. Employees with an entitlement to paid leave under the ML Act are entitled to take an additional two [2] weeks paid leave immediately following paid leave taken under that Act, which will count as service for all purposes. The Agency Head may approve an employee's election to have the payment for that leave spread over a maximum of 28 weeks at a rate of no less than half normal salary.
81. Where payment is spread over a longer period, only half of the total weeks of the paid leave period will count as service.

Adoption or Foster parents leave

82. Employees who adopt or permanently foster a child, and who are the primary caregiver for that child, are entitled to up to 52 weeks of parental leave. Up to 14 weeks of that leave will be paid leave (at full pay), commencing from the time of placement of the child, provided the employee satisfies the same qualifying requirements as those required to receive paid leave in accordance with the ML Act.
83. Employees are entitled to parental leave for adoption or permanent foster care when that child:
 - a. is under 16 years of age;
 - b. has not, or will not have, lived continuously with the employee for a period of six [6] months or more as at the day (or expected day) of placement; and

- c. is not (otherwise than because of the adoption) a child of the employee or the employee's spouse/partner.
- 84. 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 permanent foster carer purposes.

Paid support partner/Paternity Leave

- 85. Employees who are not otherwise entitled to paid maternity under the ML Act or parental leave under this agreement are entitled to two [2] consecutive weeks (pro-rata for part-time employees) of paid leave on the birth, adoption or permanent foster care placement of a child or their partner's child.
- 86. This leave is to be taken within six [6] months of the birth/placement of the child and is inclusive of public holidays, i.e. leave will not be extended because a public holiday [or Christmas closedown] falls during a period of leave provided by this clause.
- 87. Documentary evidence as outlined in clause 84, or a birth certificate following the birth of a child, must be submitted when applying for supporting partner/other primary caregiver leave.
- 88. This paid leave will count as service for all purposes.

Return to work after parental leave

- 89. On ending unpaid parental leave, an employee is entitled to return to work in accordance with the FW Act.

Unpaid Parental Leave

- 90. An employee is entitled to unpaid parental leave in accordance with the FW Act.

Compassionate/Bereavement Leave

- 91. An employee is eligible for compassionate/bereavement leave in accordance with the FW Act.
- 92. The Agency Head may grant one [1] further day of leave for each occasion, with or without pay, for compassionate purposes. Casual employees will be entitled to two [2] days' unpaid compassionate leave.

Long Service Leave

- 93. An employee is eligible for long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 94. The minimum period during which long service leave can be taken is seven [7] calendar days at full pay or 14 days at half pay. Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

Community Service Leave

- 95. An employee is entitled to community service leave, including for jury service, in accordance with the FW Act.
- 96. Community service volunteers are entitled to be absent for emergency services responses, regular training, reasonable travel and recovery time and ceremonial duties.

Defence Reservists Leave

- 97. An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.

98. An employee is entitled to leave with pay, for up to four [4] weeks during each financial year and an additional two [2] weeks' paid leave in the first year of ADF Reserve service, for the purpose of fulfilling service in the ADF Reserve.
99. With the exception of the additional two [2] weeks in the first year of service, leave can be accumulated and taken over a period of two [2] years.
100. An employee who is an officer or instructor of cadets in a Cadet Force may be granted paid leave of up to three [3] weeks each financial year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
101. Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake Continuous Full Time Service (CFTS). Unpaid leave for the purpose of CFTS counts for all purposes except Annual leave.

Miscellaneous Leave

102. The Agency Head may grant miscellaneous leave with or without pay. The intention of miscellaneous leave is to provide flexibility to managers and employees by providing leave that may be made available for a variety of purposes, including for significant cultural, religious or ceremonial purposes.
103. Miscellaneous leave may be granted:
 - a. to count as service or not to count as service; and
 - b. subject to certain conditions.

War Service Sick Leave

104. The Agency Head may grant war service sick leave if an employee is unfit for duty because of a war-caused condition determined under the *Veteran's Entitlements Act 1986* and the *Military Rehabilitation and Compensation Act 2004*.
105. Eligible employees will accrue a credit of 9 weeks on commencement in the APS and an annual credit of three [3] weeks for each year of APS service. Unused credits will accumulate to a maximum of nine [9] weeks.

Part E. Working Productively

E1 Individual Productivity (Performance and Development Scheme)

106. All employees will participate in a Performance and Development agreement. Please refer to the relevant policy for further information.

E3 Professional Development

107. The NBA will provide employees with the opportunity to undertake professional development opportunities in accordance with the areas identified in their professional development agreement or as needs arise. This may include financial assistance, provision of leave or a combination of both.

E4 Recognition and Retention

108. The NBA will promptly acknowledge individual employees or teams who achieve high standards of performance in the workplace and/or who contribute to NBA corporate goals.
109. NBA employees are expected to actively and willingly participate in high level, organisation-wide responsibilities and administrative support activities. This is an unusual requirement of a government agency that arises from the small and specialist nature of the NBA and our inability to backfill vacant positions for short periods of time.
110. In recognition of these circumstances, and to be eligible to receive the \$1,000 payment (pro-rata for part-time employees), employees must meet the following four [4] criteria:
- a. employees must be employed by the NBA under this EA on 1 November of each year of the life of the agreement; and
 - b. have been employed by the NBA under this EA for the full preceding 12 month period (1 November to 31 October); and
 - c. must have been in the workplace for a minimum of 39 weeks in the 12 months from 1 November to 31 October; and
 - d. be employed by the NBA on the first pay week after 1 December of each year of the life of the agreement.

E5 Salary advancement

111. The employees Performance and Development Agreement provides the mechanism for salary advancement within a classification pay band.
112. A minimum rating of effective will result in an employee advancing to the next increment point in the relevant pay band. Further information is outlined in the relevant Performance Management policy.
113. A rating of below effective will result in a failure to achieve salary advancement.
114. Where the NBA annual performance assessment occurs before the conclusion of the probation period for an employee, salary advancement will not occur for that employee until the probation period is satisfactorily completed.
115. Salary advancement will not, unless the Agency Head determines otherwise, apply to an employee who has performed duties at a particular classification for an aggregate period of less than 12 months at the time of the annual performance assessment.
116. Advancement through a broadband (Legal 1 classification) will occur where:
- a. An employee's performance is satisfactory; and
 - b. There is sufficient work available at the higher classification level; and
 - c. The employee has the necessary skills and proficiencies to perform the work.

E6 Addressing Underperformance

- 117. For more information on underperformance, employees should consult the Performance Management policy.
- 118. Management and employees will work cooperatively to identify issues that could impact on performance.

Part F. Workplace Participation, Fair Treatment and Review Mechanisms

F1 Employee Representation

119. The right for an employee to belong to a union will be respected, as will the right for an employee not to belong to a union.

F2 Resolution of Agreement disputes

120. If a dispute relates to:
- a matter under this agreement; or
 - the NES;
- this term sets out procedures to settle the dispute.
121. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
122. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
123. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission (FWC).
124. The FWC may deal with the dispute in two stages:
- The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - arbitrate the dispute; and
 - make a determination that is binding on the parties.
- Note:** If the FWC arbitrates the dispute, it may also use the powers that are available to it under the FW Act. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of the relevant clause under the FW Act. Therefore, an appeal may be made against the decision.
125. While the parties are trying to resolve the dispute using the procedures in this term:
- an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - an employee must comply with a direction given by the Agency Head to perform other available work at the same workplace, or at another workplace, unless:
 - the work is not safe; or
 - applicable workplace 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.
126. The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

F3 Consultation on Major Changes

127. This term applies if the employer:
- a. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - b. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major Change

128. For a major change referred to in clause 127(a):
- a. the employer must notify the relevant employees of the decision to introduce the major change; and
 - b. subclauses 129 to 135 apply.
129. The relevant employees may appoint a representative for the purposes of the procedures in this term.
130. If:
- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b. the employee or employees advise the employer of the identity of the representative, the employer must recognise the representative.
131. As soon as practicable after making its decision, the employer must:
- a. discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - b. for the purposes of the discussion, provide in writing to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.
132. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
133. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
134. 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 employer, the requirements set out in paragraph 128(a) and subclauses 129 and 131 are taken not to apply.
135. In this term, a major change is likely to have a significant effect on the employees if it results in:
- a. the termination of the employment of employees; or
 - b. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d. the alternation of hours of work; or
 - e. the need to retrain employees; or

- f. the need to relocate employees to another workplace; or
- g. the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 136. For a change referred to in paragraph 128(b):
 - a. the employer must notify the relevant employees of the proposed change; and
 - b. subclauses 137 to 142 apply.
- 137. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 138. If:
 - a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b. the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 139. As soon as practicable after making its decision, the employer must:
 - a. discuss with the relevant employees the introduction of the change; and
 - b. for the purposes of the discussion, provide in writing to the relevant employees:
 - i. all relevant information about the change including the nature of the change; and
 - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - c. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 140. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 141. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 142. In this term: "relevant employees" means the employees who may be affected by a change referred to in subclause 127.

Part G. Separation

G1 Resignation

143. An employee must give a minimum of four [4] weeks' notice of their intention to resign from the NBA and/or the APS. The Agency Head may agree to a lesser period.

G2 Death of an Employee

144. Where an employee dies whilst in employment, or where the Agency Head has determined that an employee is presumed to have died on a particular day whilst in employment, the Agency Head will, subject to legal requirements, authorise the payment of the amount to which the former employee would have been entitled had he or she ceased employment by resignation or retirement.
145. Payment will be made to dependants or the spouse or de-facto partner of the former employee or their legal personal representative. If payment has not been made within 12 months of the former employee's death, it should be paid to the former employee's legal personal representative.

G3 Redundancy, Redeployment and Reduction

146. The redeployment and redundancy provisions in this Agreement apply to ongoing employees who are not on probation.
147. An employee is an excess employee if:
- the employee is included in a class of employees employed in the NBA, which class comprises a greater number of employees than is necessary for the efficient and economical working of the NBA;
 - the services of the employee cannot be effectively used because of technological or other changes in the work methods of the NBA or changes in the nature, extent or organisation of the functions of the NBA; or
 - the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform the duties at the locality and the Agency Head has determined that the redeployment and redundancy provisions of the Agreement apply to the employee
148. The following principles will apply throughout the process:
- consistent with efficient operational requirements, the Agency Head will take all reasonable steps to transfer an employee who is excess or potentially excess to requirements to a suitable vacancy at an equal classification level within the NBA or in another APS agency;
 - employees who are, or are potentially, excess to requirements must take all reasonable steps to identify and apply for suitable vacancies at an equal classification level; and
 - focused discussions (spanning up to four [4] weeks) will be held with an affected employee and, where they choose, their representative, to consider:
 - actions that might be taken to reduce the likelihood of the employee becoming excess to requirements;
 - redeployment opportunities; and
 - the availability of job swaps within the NBA or in another APS agency, at the Agency Head's discretion.

Notification of potentially excess to requirements status

149. Employees who are likely to become excess to requirements will be advised by the Agency Head at the earliest practicable time.
150. The Agency Head will inform the SPF of the potential for an excess to requirements situation, including any implications for the work area.

Voluntary redundancy

151. The Agency Head may invite an employee to elect for voluntary redundancy. Where this occurs, the employee will have a one [1] month consideration period to enable the employee to decide whether or not to elect for voluntary redundancy.
152. At the beginning of the consideration period, the NBA will provide information without prejudice to the employee on:
 - a. amount of severance pay, pay in lieu of notice and accrued leave;
 - b. how to ascertain the amount of their accumulated superannuation contributions;
 - c. their options concerning superannuation;
 - d. taxation rules applicable to each form of payment;
 - e. financial assistance to assist with expenses incurred for independent financial advice (up to the value of \$400).
153. The NBA is not able to give financial advice and the information provided in accordance with this clause is not capable of forming a binding contract.
154. An employee and the Agency Head can agree to reduce the one [1] month consideration period on the condition that the employee has received the information outlined in paragraph 149. Unless an employee agrees to reduce the one [1] month consideration period, notice of termination will not occur before the end of that one [1] month period.

Redundancy benefit

155. An employee who elects for retrenchment with a redundancy benefit and whose employment is terminated by the Agency Head under s.29 of the PS Act on the grounds that he/she is excess to the requirements of the agency, is entitled to:
 - a. payment of a redundancy benefit of an amount equal to two [2] weeks' salary for each completed year of continuous service; plus
 - b. a pro-rata payment for completed months of service since the last completed year of service; subject to
 - c. any minimum amount the employee is entitled to under the NES.
156. The minimum sum payable will be four [4] weeks' salary and the maximum will be 48 weeks' salary.
157. The redundancy benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during his or her period of service and the employee has less than 24 years' full-time service, subject to any minimum amount the employee is entitled to under the NES.

Calculating redundancy payments

158. Redundancy payments will be calculated on:
 - a. the employee's salary on the date of termination;

- b. higher duties allowance where the employee has received the allowance for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination of employment; and
 - c. allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.
159. Service for the purposes of calculating redundancy payments means:
- a. service in the NBA;
 - b. Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employees) Act 1976*;
 - c. service with the Commonwealth (other than service with a joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) which is recognised for long service leave purposes;
 - d. service with the Australian Defence Force;
 - e. APS service immediately preceding deemed resignation (as defined), if the service has not previously been recognised for redundancy pay purposes; and
 - f. service in another organisation where the employee was transferred from the APS to that organisation with a transfer of function or the employee engaged by that organisation on work within a function is appointed as a result of the transfer of that function to the APS and such service is recognised for long service leave purposes.
160. Periods of service that will not count as service for redundancy pay purposes are any periods of service that ceased by way of:
- a. termination under s.29 of the PS Act;
 - b. prior to the commencement of the PS Act, by way of redundancy; retirement on the grounds of invalidity, inefficiency or loss of qualifications, forfeiture of office, dismissal or termination of probationary appointment for reasons of unsatisfactory service;
 - c. voluntary retirement at or above the minimum retiring age applicable to the employee; or
 - d. payment of an employer-financed retirement benefit.
161. For earlier periods of service to count, there must be no breaks between the periods of service, except where the break in service is less than one [1] month and occurs where the offer of employment in relation to the second period was made and accepted by the employee before the first period of service ended (whether or not the two [2] periods of service were with same agency or employer).
162. Absences from work which do not count as service for any purpose will not count as service for redundancy pay purposes.

Involuntary redundancy

- 163. The Agency Head will not, under s.29 of the PS Act, involuntarily terminate the employment of an employee who is excess to requirements until the expiration of the [1] month consideration period.
- 164. If the employee does not elect for voluntary redundancy they will be deemed to be excess to requirements on the expiration of the consideration period.
- 165. An employee will not have their employment terminated involuntarily if they have not been invited to elect for voluntary redundancy or if their election to be made voluntarily redundant has been refused.

166. An employee who does not elect for voluntary redundancy will not have their employment terminated under s.29 of the PS Act without agreement during the retention period.

Retention period – redundancy

167. A maximum retention period of 30 weeks (or 56 weeks for employees over 45 years of age, or with over 20 years of service) commences on the day after the expiration of the consideration period. The actual retention period of an employee will be the applicable maximum retention of an employee, minus the equivalent period of any redundancy pay entitlement the employee has under the NES, calculated as at the expiration of the adjusted period. For example, an employee who has a maximum retention period of 30 weeks and an entitlement to a redundancy payment under the NES equivalent to 12 weeks' salary is entitled to a retention period of 30 weeks minus 12 weeks.

Retention period – early termination

168. Where the Agency Head is satisfied that there is insufficient productive work available for the employee within the agency during the remainder of the retention period and that there is no reasonable redeployment prospects in the APS:
- a. the Agency Head may, with agreement of the employee, terminate the employee's employment under s.29 of the PS Act; and
 - b. upon termination, the employee will be paid a lump sum comprising:
 - i. the balance of the retention period (as shortened for the National Employment Standards and this payment will be taken to include the payment in lieu of notice of termination of employment, plus
 - ii. the employee's NES entitlement to redundancy pay.
169. Where the one [1] month consideration period is reduced, the employee will be paid the balance of the one [1] month period as at the date of termination
170. Where the Agency Head accepts the employee's election, the Agency Head will provide the employee with four [4] weeks' (or five [5] weeks for an employee over 45 years of age with at least five [5] years of continuous service) notice of termination of employment or a lesser period agreed with the employee. The unexpired portion of the notice period will be paid out.

Retention period – Involuntary redundancy

171. During the retention period the manager:
- a. will assist the employee with attempts to find alternative employment; and/or
 - b. may on request provide assistance in meeting reasonable travel costs and incidental expenses incurred in seeking alternative employment; and/or
 - c. may, after giving four [4] weeks' notice to the employee, reduce their classification as a means of securing alternative employment. If this occurs prior to the end of the retention period, they will continue to be paid at their previous level for the balance of the retention period.
172. Retention periods will only be extended where the Agency Head is satisfied that an employee is substantially incapacitated and unfit for work, based on the opinion of a medical practitioner nominated by the NBA. Unless exceptional circumstances exist, a retention period will not be extended beyond an additional two [2] months.
173. Where the Agency Head involuntarily terminates the employment of an employee under s.29 of the PS Act on the grounds that the employee is excess to requirements, they will be given four [4]

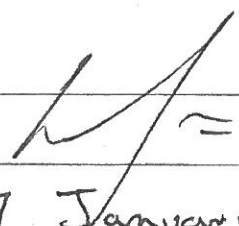
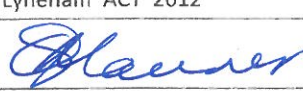
weeks' notice (or five [5] weeks' notice for an employee over 45 years of age with at least five [5] years of continuous service) of termination to be served (as far as practicable) concurrently with the retention period.

174. The employee will be paid for any unexpired portion of the notice period after separation.

175. The Agency Head may terminate the employment of an employee under s.29 of the PS Act after the expiration of the retention period.

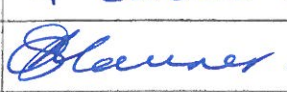
Signature Page

For the Employer

Signed:	
Date:	7 January 2016
Name in full (printed):	Leigh McJames
Position:	General Manager
Address:	Level 2, 243 Northbourne Avenue Lyneham ACT 2612
Witnessed by:	
Witness name in full (printed):	CATHERINE MAURER
Witness address:	4- LEVEL 2, 243 NORTHBOURNE AVE, LYNEHAM ACT 2602

2602

Bargaining Representatives

Signed:	Sandra Russell
Date:	7 January 2016
Name in full (printed):	SANDRA RUSSELL
Address:	4- LEVEL 2 243 NORTHBOURNE AVE LYNEHAM ACT 2602
Witnessed by:	
Witness name in full (printed):	CATHERINE MAURER
Witness Address:	4-LEVEL 2, 243 NORTHBOURNE AVE LYNEHAM ACT 2602.

* The General Manager is authorised to sign this Agreement on behalf of the NBA under subsection 22(1) of the PS Act.